



**CITY OF GREELEY
Purchasing**

**Request for Proposal
RFP #FL19-04-039**

**Boyd Process Improvements
Construction Services**

for

Water and Sewer Department

SECTION 00110
RFP #FL19-04-039

REQUEST FOR PROPOSALS

The City of Greeley, Colorado under Section 4.20.090 "Competitive Sealed Proposals" is soliciting proposals for BOYD PROCESS IMPROVEMENTS CONSTRUCTION SERVICES. **Sealed** proposals must be received at Water & Sewer, Attention: Linda Ingram, 1100 10th Street, Greeley, CO 80631 **before April 26, 2019, at 2:00 p.m.** No late, faxed or electronic bids will be accepted.

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

Proposals submitted must include the information as outlined in the selection criteria section. This is the information the firm will be evaluated upon.

No proposals shall be withdrawn for a period of sixty (60) days after receipt of proposals.

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

Questions pertaining to the project may be directed to Linda Ingram at linda.ingram@greeleygov.com no later than April 17, 2019.

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

COG WEBSITE
4-5-19

REQUEST FOR PROPOSALS (RFP)
RFP #FL19-04-039

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

Proposals must be received no later than:

April 26, 2019, before 2:00 p.m. local time

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

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

Company Name

RFP Title: **Boyd Process Improvements Construction Services**

RFP Number: FL19-04-039

Due Date and Time: April 26, 2019 at 2:00 pm

Package must include:

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

Deliver proposals to:

City of Greeley

Linda Ingram

1001 11th Avenue, Second Floor

Greeley, Colorado 80631

Schedule of Events (subject to change)	All times are given in local Colorado time
RFP Issued	April 5, 2019
Inquiry Deadline	April 17, 2019
Final Addendum Issued	April 22, 2019
Proposal Due Date and Time	April 26, 2019 at 2:00 pm
Interviews (tentative)	As determined by City
Notice of Award (tentative)	May 8, 2019

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EXHIBITS

Exhibit	Title
1	Proposal Acknowledgement
2	Sample Contract
3	Insurance
4	Debarment Form
5	Boyd Lake Process Improvements Scope for Carollo
6	Preliminary Schedule from Hydro Construction

SECTION I. BACKGROUND, OVERVIEW, AND GOALS

A. Project Overview

The City of Greeley Water and Sewer Department requesting proposals for Construction Services (CS) for the Boyd Lake Water Treatment Plant Process Improvements construction project. The City of Greeley is currently utilizing a Construction Management at-Risk (CMAR) Project for the Water Treatment Plant Process Improvements project. This project is being designed by Carollo with Hydro Construction as the CMAR contractor. CS are anticipated to begin during the 50%-60% design phase with an expected 60% Guaranteed Maximum Price (GMP) provide by the CMAR. CS will continue until full completion of the construction activities and commissioning the plant for full operational capabilities.

At completion of the request for proposal (RFP) evaluation process, City of Greeley (Owner) will enter negotiations with the top choice or may name a short list of respondents to conduct interviews with the project team.

This RFP is subject to revision after the date of issuance via addenda. Any such addenda will be posted on the bid-net (and not distributed directly to potential Respondents). It is each Respondent's responsibility to obtain all addenda prior to submitting.

B. Goals & Objectives

The project goals are to complete the Boyd Lake Water Treatment Plant Process Improvements safely, on schedule, below budget, and with quality workmanship to meet project design and specifications.

The Owner's objectives for delivery of the Projects are as follows (in alphabetical order):

- **Collaboration with design & construction Elements:** Review and participate with Owner on the selection of design elements that will provide quality construction and minimize capital costs, overall future operation concerns, and maintenance costs.
- **Maintain project scheduling:** To meet the project schedule for construction and maintaining seasonal water treatment operations at Boyd Lake WTP.
- **Project cost:** Construction of the project within the City's project budget and minimizing life-cycle costs.
- **Minimize risk for change orders:** Achieve an optimal balance of risk allocation between the Owner and contractor to manage the risk and reduce the likelihood of change orders.
- **Quality:** Provide treatment facilities and equipment that will be sustainable and will reliably produce the required quantities of finished water in full compliance with federal and state regulations and contractual standards for water quality over the range of raw water quality conditions.
- **Risk:** Achieve an optimal balance of risk allocation between the owner and the contractor.
- **Safety:** Implement an effective safety program incorporating best industry practices that provide safe working conditions for the team during construction as well as long term operational safety.

- **Selection of a qualified CS with available local staff:** Selection of an experienced CS that understands the owner's objectives, has experience with the WTP projects, and can construct the project to or under budget.

C. Background

The City of Greeley owns and operates two water treatment plants, the Bellvue plant which operates year round and the Boyd Lake plant which is a seasonal peaking plant. The Boyd Lake WTP (BLWTP) is located in Loveland and has a CDPHE treatment capacity of 40 MGD, based on a filter loading rate of 6.53 gpm/sf, with a net finished flow rate of 38 MGD. It is operated as a peaking plant in order to meet summer irrigation demands and is typically run only from April through October. Unit processes for both plants include raw water settling ponds, rapid mix, flocculation, sedimentation, filtration followed by disinfection.

The major improvements at BLWTP include the following:

- Treatment process improvements
 - Aeration of Boyd Lake with a linear diffuser, one of the two water sources for the plant
 - Ozone diffusion and new contact basin downstream of the sedimentation basin
 - Other possible items identified during the design process
- Winterization of the plant to allow the ability to operate during winter months if needed
 - Construction of a new chemical building
 - Possible covering of portions of the settling basins.
- Anticipated Construction Schedule
 - Three design packages for Fall of 2019, 2020, 2021
 - Construction to be from Fall of 2019- Spring 2022

SECTION II. STATEMENT OF WORK

A. Scope of Services

The CS may include the following tasks:

Phase: Design

- Review the current project schedule developed by the CMAR for critical path items for both design and construction activities to ensure successful delivery of the program. Provide input of possible risks and schedule delays to owner and project team.
- Attend bimonthly coordination and design meetings on Boyd Lake WTP with the project team, assist with constructability of project, design schedules are maintained, and required CDPHE submittals are met.
- Review and provide comment to owner and project team on CMAR risk register that outlines various design and construction risks. Coordinate with project team to implement risk management plans to help control cost, schedule and quality for the City.

- Provide design review of engineering drawings and reports. Review drawings at 60% and CDPHE submittal to ensure the engineering quality is delivered resulting in minimal delays in design and permitting approvals.
- Attend the System Startup and Conversion Workshop with project team, assume one full eight (8) hour day.
- Review the CMAR Procurement Plan that includes the list of potential bidders, Subcontractors and equipment suppliers.
- Review the draft GMP Proposal from CMAR and provide comments to Owner at least one week ahead of the scheduled GMP negotiation workshop. Attend GMP negotiation and finalization meeting; assume one full day, (8) hour, review session upon completion of the Owner selected design deliverable to present the GMP proposal(s) to the team and an additional full day, (8) hour, negotiation session to review the revised GMP(s) from the original session. There will be three (3) distinct design packages each with their own GMP for 2019, 2020, and 2021.

Phase: Pre-Construction

- Photograph and video the existing site conditions and roadways leading into and out of the WTP site(s). Ensure a baseline record of pre-existing conditions is documented protecting the City from damage claims.
- Review and comment on the contractor's initial schedule prior to the pre-construction meeting. Ensure a logical, defined CPM schedule is established with an overall baseline for progress measurement.
- Perform existing condition surveys of buildings and facilities documenting all conditions to allow for a baseline prior to construction start.

Phase: Construction

Provide quarter time Project Management and full time Resident Engineering/Construction Management services to assist in work coordination and ensure compliance with contract documents/specifications.

- Coordinate, attend and document pre-construction meetings.
- Conduct weekly progress meetings on site with the general contractor and their subcontractors. Provide meeting minutes for all meetings.
- Continue risk management through construction phase by monitoring risk register and working with the project team to mitigate construction risk.
- Review and recommend approval of pay applications to the City, review and manage contract changes for approval by the City, and provide for overall administration of the construction contract.

- Perform daily site inspections (full time) to ensure quality construction and conformity to the plans and specifications. Inspections will include all specialty inspections required of the project including structural steel and concrete, masonry, coatings, roofing systems, pipe, manhole, concrete flatwork and asphalt paving. Provide field engineering support addressing field changes quickly to avoid construction delays. Provide the City with monthly reports documenting the contractors work progress, contract times and other pertinent information. Document daily work progress in the form of daily construction reports.
- Coordinate and perform all necessary building inspections with City of Greeley or Larimer County Building officials to ensure compliance with all approved building permits.
- Assist owner and design consultant with on-site project submittal clarifications.
- Establish and manage a quality control program. Create and manage a material testing program to ensure an appropriate numbers of tests are taken and that they are sampled according to industry standards. Review all material test reports. Comment on reports not meeting specifications and recommend remediation measures if necessary. Issue nonconformance reports as may be necessary to document material testing issues.
- Maintain a photographic log of the project documenting pre-construction, construction and post construction conditions. This work is expected to include brief descriptions of each photograph.
- Maintain project records including contracts, schedules (overall job and three week look-ahead), progress meeting minutes, material test results, weekly reports, correspondence, pay applications, change orders, routine photographs, submittals, RFIs, permits, commissioning records and post construction close-out paperwork (punch lists, lien waivers, substantial completion/final acceptance).
- Coordinate and schedule all unit process start up.
- Manage all unit process start up documenting and testing performance of equipment, chemical feed systems, vendor packages and instrumentation to ensure a complete, operable system. Obtain certificates of proper installation from each vendor or subcontractor. Document and schedule all operator training sessions.
- Conduct a final punch list walk through for each system as it is brought on-line. Document substantial completion in a phased manner to initiate warranty periods.
- Ensure that an as-built plan set is maintained and transmitted to the design engineer upon completion of the project. Ensure accurate O&M manuals are transmitted to the City upon completion of the project.
- Assist City staff with overall project management efforts including cost, schedule and quality control through construction. Prepare monthly budget reports that show the

entire job budget in a cost control report format related to the CMAR's GMP price proposal(s).

Phase: Post Construction

- Compile all job records in an electronic format for submission to the City. Participate in an 11th and 23rd month warranty walkthrough of the project (assumed 2 year warranty).

Deliverables

- Deliverables will include full project documentation presented electronically including: construction correspondence, pay applications, change orders, field orders, work change directives, schedules, submittals, transmittals, reports, photographs, meeting notes, record drawings and other relevant information produced throughout the final design and construction phase. All documents will be provided in an electronic form on external drives for City use.

The proposed schedule for the completion of the work described in this scope through warranties of construction (approximately 2 years after substantial completion of construction activities).

B. Period of Award

Selection of the successful consultant is anticipated to occur by May 8, 2019.

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.

All awards, extensions, and additional services are subject to annual appropriation of funds. The provisions of the foregoing paragraphs with respect to extensions and additional services 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 or to provide additional services are at the sole option of the City.

SECTION III. ADMINISTRATIVE INFORMATION

A. Issuing Office:

The City's contact name listed herein is to be the sole point of contact concerning this 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). 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: linda.ingram@greeleygov.com
Subject Line: RFP #FL19-04-039

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. [\(this is required for professional design service type RFP's and will be removed on other professional type RFP's\)](#)

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.

Offerors shall submit in a sealed package:

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

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

Late proposals 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.

The outside of the package will include the following information:

- Company Name
- RFP Number
- RFP Title
- Due Date and Time

SECTION V. RESPONSE FORMAT

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

- A. Cover Letter.** Include a cover letter introducing your company, summarizing your qualifications, and detailing any exceptions to this RFP (please note that significant exceptions may make your proposal non-responsive). This letter should also provide principal contact information for this RFP, including address, telephone number, fax number, e-mail, and website (if applicable).

- B. Use of Subcontractors/Partners.** There may be areas for use of subcontractors or partners in this project. If you are utilizing this approach, your proposal must list the subcontractors/partners, their area(s) of expertise, and include all other applicable information herein requested for each subcontractor/partner. Please keep in mind that the City 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.
- D. Company Information**
1. Provide the following information as listed: Company Name, Address, Phone Number, and Names of Principals.
 2. Identify the year in which your company was established and began providing consulting services.
 3. Describe any pending plans to sell or merge your company.
 4. Provide a comprehensive listing of all the services you provide.
- E. Evaluation Criterion #1 - Company and Personnel Qualifications**
1. Demonstrate that the firms key project personnel has the necessary experience, organization, technical qualifications, and availability to insure a successful project that meets the project goals and objectives outlined in the scope above. Provide resumes, limited to 2 pages in length for key project personnel.
 2. List two projects of similar size and scope at water or wastewater treatment plants that the key personnel have successfully completed within the last ten years. Include owner contact information, roles in the project, and any other information deemed pertinent. The City reserves the right to contact the references provided in your proposal as well as other references without prior notification to you.
 3. List two projects with alternative delivery methods (design-build or CMAR) at water or wastewater treatment plants that the key personnel have successfully completed within the last five years. Include owner contact information, roles in the project, and any other information deemed pertinent. The City reserves the right to contact the references provided in your proposal as well as other references without prior notification to you.

Any change in the firms or Key Personnel included in the RFP will require Owner approval.

Evaluation Criterion #2 – Approach to Scope of Services

1. Discuss your firm's project approach to maintain project safety, budget, and schedule.
2. Describe how the project team will maintain quality control.

Evaluation Criterion #3 - Cost of Services

1. Provide a cost for the consulting services and products broken down per task listed under the ***Scope of Services***, above with proposed number of hours and rates for each personnel category and proposed person performing the work. Show a

breakdown of all reimbursable expenses required to complete the work. If applicable, the subcontractors' costs must be shown as separate items. Also, provide hourly rates for your firm and all subcontractors. These rates will be considered valid throughout the project.

F. Proposal Acknowledgement: (Exhibit 1)

Include this form as provided in Exhibit 1.

SECTION VI. EVALUATION AND AWARD

A. Proposal Evaluation

All proposals submitted in response to this RFP 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.	Company and Personnel Qualifications	45 Points
2.	Approach to Scope of Services	35 Points
3.	Cost of Services	20 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. 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.

**EXHIBIT 1
PROPOSAL ACKNOWLEDGEMENT**

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

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

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

Original Signature by Authorized Officer/Agent

Type or printed name of person signing

Company Name

Title

Phone Number

Vendor Mailing Address

Fax Number

City, State, Zip

Proposal Valid Until (at least for 90 days)

E-Mail Address

Website Address

Project Manager:

Name (Printed)

Phone Number

Vendor Mailing Address

Fax Number

City, State, Zip

Email Address

EXHIBIT 2
SAMPLE CONTRACT
CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES
BID TITLE AND NUMBER

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

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

ARTICLE 1 - SERVICES

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

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

ARTICLE 2 - SCHEDULE

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

ARTICLE 3 - PAYMENTS TO CONSULTANT

A. The CITY shall pay to the CONSULTANT for services satisfactorily performed, based on sum not to exceed **Bid Amount**, which includes all direct charges, indirect charges, and reimbursable expenses stated in the attached document. The CONSULTANT 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, sub-consultant, suppliers or employees in the performance of services under this Contract. Such duty to indemnify and save harmless the CITY shall be for an amount represented by the degree or percentage of negligence or fault attributable to the CONSULTANT its agents, servants, sub-consultants, suppliers or employees. If the CONSULTANT is providing architectural, engineering, design, or surveying services, the obligation to indemnify and pay costs, expenses, and attorneys' fees, is limited to the amount represented by the degree or percentage of negligence or fault attributable to the CONSULTANT, or the CONSULTANT'S agents, representatives, employees, servants, sub-consultants, or suppliers as determined by adjudication, alternative dispute resolution, or otherwise resolved by mutual agreement between the Consultant and the City. The CONSULTANT'S indemnification obligation shall not be construed to extend to any injury, loss, or damage caused by the City's own negligence.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

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

ARTICLE 13 - REMEDIES

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

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

ARTICLE 14 - COLORADO LAW

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

ARTICLE 15 - CONFLICT OF INTEREST

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

The CONSULTANT shall promptly notify the CITY in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the CITY as to whether the association, interest or circumstance 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 - 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
Approved as to Substance

Vendor Name

City Manager-Roy Otto

By

Reviewed as to Legal Form

Title

OFFICE OF THE CITY ATTORNEY

By: _____
City Attorney-Doug Marek

Certification of Contract
Funds Availability

Director of Finance-Victoria Runkle

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/14/2013

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

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

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

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

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

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

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

CERTIFICATE HOLDER

CANCELLATION

City of Greeley 1000 10th St Greeley, CO 80631-3808	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

RFP #FL19-04-039

Boyd Process Improvements
Construction Services

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 _____

October 24, 2018

Mr. Peter Champion, P.E.
Water and Sewer Department
City of Greeley
1100 10th Street, Suite 300
Greeley, CO 80631

Subject: Boyd Lake Water Treatment Plant Process Improvements – Scope, Fee, and Schedule

Dear Mr. Champion:

Carollo Engineers, Inc. (Carollo) is pleased to present our scope of engineering services for design of the process improvements at the Boyd Lake Water Treatment Plant (BLWTP) for the City of Greeley (City). The project scope includes the following tasks:

- Task 1 – Coagulation and Ozone Demand Testing – this task will focus on initial bench testing for coagulation optimization and ozone demand and decay. In addition, this task will include coordination/evaluation of the Boyd Lake (and potentially) Lake Loveland improvements.
- Task 2 – Design Package 1 – this task will focus on early construction activities for lake improvements and components that will facilitate future tie-ins with minimal disruption to plant operations. This design package may also include other project elements (e.g., chemical systems) and long lead items (e.g., liquid oxygen tank, ozone system, etc.) that can be procured prior to completion of all design elements.
- Task 3 – Design Package 2 – this task will include the remainder of process improvements identified for the BLWTP not included in Design Package 1.
- Tasks 2 and 3 both include coordination for various project elements to leverage the CMAR project delivery with Hydro Construction (Hydro). This includes coordination with the City and Hydro for constructability and the 90% guaranteed maximum price for each design package. Coordination with external stakeholders such as the Colorado Department of Public Health and Environment (CDPHE) are also included in each design task.
- Task 4 – Design Package 3 (Miscellaneous Improvements) – this task includes the design of replacement or modifications to existing system components identified by the City.
- Task 5 – Services During Construction – this task includes office-based engineering services during construction such as review of submittals, review and response to requests for information, and engineering for changes to the design. Attendance at routine construction meetings and periodic field inspections of key project elements is also included in this task. These services will only be budgeted through the initial shutdown period in 2019/2020 with additional services during construction to be added after the scope of the project construction elements are further defined. As indicated by the City, full-time (daily) inspection services will be provided by a third party.
- Task 6 – Project Management – this task will track the management activities associated with the project such as internal project coordination, management of subconsultants, routine invoicing and progress reporting, and meetings with the City and Hydro throughout the course of the project.

Carollo assumes that the revisions to the City's Consulting/Professional Services Agreement included in Carollo's initial proposal (e.g., minor additions to Articles 3 and 11 as well as the addition of new Articles 32, 33, and 34) have been incorporated into the Agreement.

We appreciate the opportunity to work with you on this project and would be happy to discuss potential revisions to the proposed scope of services to best meet the City's project goals.

Sincerely,

CAROLLO ENGINEERS, INC.

Vincent Hart, P.E.
Project Manager

Enclosures: Scope of Services, Fee, Schedule

Scope of Services – Task Order No. 1

The scope of engineering services for this project consists of alternatives analysis, development of designs for two distinct design packages, project coordination, and project management for process improvements at the City of Greeley's (City) Boyd Lake Water Treatment Plant (BLWTP). Specific scope items that will be provided are described herein.

Carollo Engineers, Inc. (Carollo) assumes that Carollo's work will be contracted directly with the City through a new contract matching the City's contract for consulting/professional services, as included in the request for proposals for this project. Carollo requests that modifications identified in Carollo's proposal (also included at the end of this scope of work) are included in the contract. It is also acknowledged that the City has contracted directly with a construction manager at risk (CMAR), Hydro Construction (Hydro), and Carollo's scope elements will be executed in coordination with the City and Hydro.

Task 1 – Coagulant Testing, In-Lake Improvements, and Ozone Demand Testing

Carollo will conduct bench testing of representative water samples collected in Boyd Lake (by the City). The testing will initially focus on jar testing to evaluate coagulation chemistry and optimization of pretreatment chemicals. Carollo will subsequently conduct ozone bench testing to determine demand and decay characteristics of the settled water. The combination of jar testing and ozone bench testing will serve as the basis for the subsequent design of new treatment processes and chemical systems at the BLWTP.

Carollo will also collaborate with Dr. Bill Lewis to devise the optimal approach for improvements at Boyd Lake and Lake Loveland. The City will leverage its existing contract with Dr. Lewis to coordinate the transfer of data and schedule an initial meeting with Dr. Lewis and Carollo to discuss the project. Carollo will analyze existing water quality data and collaborate with Dr. Lewis and the City to determine in-lake source control measures to mitigate taste and odor compounds associated with the BLWTP source waters.

Bench Testing

Carollo will develop a bench testing protocol that will outline optimized coagulant (alum) and polymer (cationic) dosing at bench-scale. Carollo will work with the City's operations/lab staff to collect a representative Boyd Lake water sample (since Lake Loveland water is not currently available) for bench-scale testing and will also work in collaboration with City staff to conduct the bench-scale jar testing treatment in the lab facilities at the BLWTP.

Carollo will subsequently batch treated water in the City's lab (at the BLWTP) to be sent to Carollo's Water ARC™ lab in Boise, Idaho. It is assumed that approximately 5 gallons of coagulated/settled water will be necessary for the ozone testing. Carollo will develop the ozone bench testing protocol and will conduct the testing (which will also include analysis of key water quality parameters before and after ozonation and disinfection by-product formation).

Bench Testing Report

Carollo will summarize data and findings from the bench scale testing described above to provide an overview of the conclusions drawn from the testing. The results will be documented in a brief data analysis and draft testing report for review and comment prior to issuing the final report.

Task 1 Assumptions

Carollo will provide the following in support of Task 1:

- Carollo will develop the jar testing protocol and will conduct the coagulation optimization jar testing with City operations/lab staff support.
- Carollo will develop ozone testing protocol and conduct the ozone bench testing at Carollo's Water ARC™ lab.
- Water quality analysis associated with the ozone bench testing.
- Analysis and interpretation of the bench testing results.
- Collaboration with Dr. Lewis and the City on the approach for in-lake improvements.

The City will provide the following in support of the pilot and bench testing:

- All necessary chemicals (e.g., alum and polymers) for jar testing.
- All necessary jar testing equipment (e.g., gang mixer).
- All necessary water quality analytical equipment (e.g., turbidity analyzer, etc.).
- Suitable quantities of raw water for all bench testing.
- Preliminary coordination with Dr. Lewis and will contract directly with Dr. Lewis for all fees for limnology services in support of this project.
- All necessary safety equipment and oversight for City staff.

Task 1 Deliverables

Carollo will provide the following deliverables in Task 1:

- Bench testing report (draft and final), electronic copy (PDF).

Task 2 – Design Package 1

Carollo will provide design of process improvements that will be constructed during the BLWTP shutdown period scheduled from November 2019 to March 15, 2020. The improvements included in this design package will primarily focus on providing tie-in components (e.g., tees and valves) or other features that will facilitate the addition of future processes with a minimal shutdown duration required. Design Package 1 will also include the in-lake improvement equipment (e.g., linear diffuser(s) and liquid oxygen or compressor system).

Modifications and improvements to the chemical storage and feed systems will be initially evaluated as part of this task. Carollo will develop alternatives for Hydro to provide cost and constructability input. Based on information from Hydro, Carollo will collaborate with the City and Hydro to select the preferred approach for the chemical system improvements. The design of specific improvements may be included in either Task 2 or subsequently in Task 3, depending on what is collectively determined as the preferred chemical improvement approach. Budget for the design of chemical upgrades is currently accounted for in Task 2.

Carollo's project manager (PM) will be primarily responsible for coordinating quality management (QM) throughout the project. Carollo's PM will engage other technical experts at Carollo throughout the course of the project for the review of each design deliverable.

60% Design

Carollo will develop a preliminary design for the process improvements identified for this task. Carollo will collaborate with the City and Hydro throughout the initial development of the improvements. The coordination will include discussion of design alternatives early in the design phase and routine sharing of initial design elements to determine the preferred approach for each process element or tie-in.

Since there will be continuous collaboration during the initial design alternatives development (including development of SketchUp model(s) for new or modified facilities, as necessary), Carollo will not provide a formal design deliverable package until the 60% Design milestone. The 60% Design deliverables will focus on providing the drawings necessary for Hydro to evaluate constructability and to develop the preliminary cost estimate for the work in Design Package 1. Deliverables will include:

- General sheets.
- Site civil and yard piping plans (for all new piping) and profiles (for new piping \geq 4-inch diameter).
- Process and instrumentation diagrams (P&ID) for each process improvement included in Design Package 1.
- Structural plans and representative sections.
- Process mechanical plans and representative sections.
- Electrical one-line diagrams and plans.
- Miscellaneous discipline plans (e.g., architectural, HVAC, plumbing, etc.), as applicable based on the elements included in Design Package 1.
- Preliminary list of Standard Details.
- Equipment and instrument lists.
- List of specifications to be included in the Final Design and draft (edited) specification sections for key equipment or components identified for this design package.

Carollo will lead a 60% Review workshop to solicit formal feedback and input prior to advancing the design. Although constructability coordination will be ongoing throughout the design process, a primary component of the 60% Review workshop will be to evaluate the constructability of the design package elements. It is assumed that the review workshop will be held at the BLWTP. The workshop will be attended by necessary representatives from the City and Hydro as well as Carollo's core team (PM, process lead, and discipline leads, as necessary).

The 60% Design deliverables will be submitted to the Water Quality Control Division (WQCD) of the Colorado Department of Public Health and Environment (CDPHE) for review and approval. Providing clear and concise process modification information will allow CDPHE to have time to review and approve the project elements within the construction schedule.

Carollo will also coordinate with the state and/or other governing stakeholders to gain approval and/or acceptance of the proposed Boyd Lake improvements.

90% Design

The 90% Design will include the complete design for all elements identified for Design Package 1. Changes from 90% to 100% Design will only be the incorporation of City and Hydro comments. The 90% Design deliverables will include necessary drawings, specifications, and details to allow CMAR construction.

Carollo will submit the 90% Design deliverables to obtain the necessary approval from the authority having jurisdiction (AHJ). The review documents are anticipated to focus on structural, electrical, and life safety components of new and/or modified facilities and structures associated with the BLWTP process improvements. Hydro will be responsible for obtaining the necessary building permits and the City will pay all fees associated with the AHJ review and permitting.

Carollo will collaborate with the City and Hydro to assess the cost of initial alternatives for various design elements at the onset of each design package. It is assumed that Hydro will start to develop detailed cost estimates for each design package elements based on the 60% Design deliverables. Hydro will develop the Guaranteed Maximum Price (GMP) based on the 90% Design deliverables and Carollo will review the 90% GMP developed by Hydro for each design package.

Carollo will lead a review workshop to solicit formal feedback and input prior to completing the design. A primary component of this workshop will be to evaluate the 90% GMP. It is assumed that the review workshop will be held at the BLWTP. The workshop will be attended by necessary representatives from the City and Hydro as well as Carollo's core team (PM, process lead, and discipline leads, as necessary).

Final Design – Issued for Construction

The Design Package 1 deliverable issued for construction will be completed after the 90% Review workshop. The issued for construction (IFC) deliverables will incorporate input from the City and Hydro from the 90% Review workshop. Changes from 90% Design to IFC drawings and details will be clouded and changes in the specifications will be documented in track changes to clearly identify changes to the GMP.

Task 2 Assumptions

Carollo will provide:

- Interim work products will be made available to the City and Hydro throughout the development of the design package via ProjectWise (hosted by Carollo).
- Routine coordination meetings will be conducted to guide the development of the process improvement elements included in this design package.
- Carollo's standard specifications (including Division 00 and Division 01) will be utilized as the basis for each design package. These specifications will be edited to suit the requirements of each design package and will be coordinated with the City and Hydro.
- Draft and Final Design deliverables will be provided in electronic format (PDF) via the City/Hydro's ProCore system. CAD drawing files will be provided upon request.
- All necessary safety equipment and oversight for Carollo staff, when at the BLWTP.

City/Hydro will provide:

- Access to ProCore system for this project (hosted by the City/Hydro).
- Timely review and collaboration throughout the design process. Milestone deliverables will be reviewed within a 2-week period from the time of submittal.
- Access to the BLWTP for field investigations as necessary for integration of the new systems with the existing facility.
- All necessary safety equipment and oversight for City staff.

Task 2 Deliverables

- 60% Design deliverables (drawings and lists of specifications and standard details, draft specifications of key equipment, equipment list, input/output [I/O] list), electronic copy (PDF).
- 60% Design deliverables for CDPHE review, electronic copy (PDF).
- 90% Design deliverables (drawings, specifications, and standard details), electronic copy (PDF).
- 90% Design deliverables and calculations for AHJ review, electronic copy (PDF).
- Final Design deliverables (drawings, specifications, and standard details), electronic copy (PDF).

Task 3 – Design Package 2

60% Design

Similar to Design Package 1, Carollo will develop a preliminary design for the process improvements identified for this task. Design Package 2 process improvement elements are anticipated to include the ozone contact basin, solids drying beds improvements, and chemical system improvements not included in Design Package 1 (Task 2). Carollo will collaborate with the City and Hydro throughout the initial development of the improvements. The coordination will include discussion of design alternatives early in

the design phase and routine sharing of initial design elements to determine the preferred approach for each process element.

Some long lead or specialty items (e.g., ozone system equipment) may be identified during this design phase for early selection and/or procurement. Carollo will coordinate this effort with the City and Hydro. It is assumed that Carollo will only be responsible for providing the technical information (i.e., technical specifications) for Hydro to solicit bids for the equipment (including terms and conditions). Carollo will also provide review of the equipment bids for technical completeness and accuracy.

Since there will be continuous collaboration during the initial design alternatives development (including development of SketchUp model(s) for new or modified facilities, as necessary), Carollo will not provide a formal design deliverable package until the 60% Design milestone. The 60% Design deliverables will focus on providing the drawings necessary for Hydro to evaluate constructability and to develop the preliminary cost estimate for the work in Design Package 2. Deliverables will include:

- General sheets (similar to Design Package 1).
- Site civil and yard piping plans (for all new piping) and profiles (for new piping \geq 4-inch diameter).
- P&IDs for each process improvement included in this design package.
- Structural plans and representative sections.
- Process mechanical plans and representative sections.
- Electrical one-line diagrams and plans.
- Miscellaneous discipline plans (e.g., architectural, HVAC, plumbing, etc.).
- Preliminary list of Standard Details.
- Equipment and instrument lists.
- List of specifications to be included in the final design and draft (edited) specification sections for key equipment or components identified for this design package.

After the 60% Design deliverables have been provided to the City and Hydro for review, Carollo will lead a review workshop to solicit formal feedback and input prior to advancing the design to the 90% level. A primary component of this workshop will be to evaluate the constructability of the design package elements. It is assumed that the review workshop will be held at the BLWTP. The workshop will be attended by necessary representatives from the City and Hydro as well as Carollo's core team (PM, process lead, and discipline leads as necessary).

As with Design Package 1, the Design Package 2 60% Design deliverables will be submitted to CDPHE for review and approval.

90% Design

Carollo will advance the Design Package 2 elements to the 90% level. The 90% Design will include the complete design for all elements identified for Design Package 2 so that the only changes from 90% to 100% Design are the incorporation of City and Hydro comments. The 90% Design deliverables will include necessary drawings, specifications, and details to allow CMAR construction.

Carollo will submit the 90% Design deliverables to obtain the necessary approval from the AHJ. Hydro will be responsible for obtaining the building permits and the City will pay all fees associated with the AHJ review and permitting.

Carollo will lead a review workshop to solicit formal feedback and input prior to completing the design. A primary component of this workshop will be to review the 90% GMP that Hydro will develop for the design package. It is assumed that the review workshop will be held at the BLWTP. The workshop will be attended

by necessary representatives from the City and Hydro as well as Carollo's core team (PM, process lead, and discipline leads, as necessary).

Final Design

The Design Package 2 IFC deliverable will be completed after the 90% Review workshop. The IFC deliverables will incorporate input from the City and Hydro from the 90% Review workshop. Changes from 90% Design to IFC drawings and details will be clouded and changes in the specifications will be documented in track changes to clearly identify changes to the GMP.

Task 3 Assumptions

Carollo will provide:

- Interim work products will be made available to the City and Hydro throughout the development of the design package via ProjectWise (hosted by Carollo).
- Routine coordination meetings will be conducted to guide the development of the process improvement elements included in this design package.
- Carollo's standard specifications (including Division 00 and Division 01) will be utilized as the basis for each design package. These specifications will be edited to suit the requirements of each design package and will be coordinated with the City and Hydro.
- Draft and Final Design deliverables will be provided in electronic format (PDF) via City/Hydro ProCore system. CAD drawing files will be provided upon request.
- All necessary safety equipment and oversight for Carollo staff.

City/Hydro will provide:

- Timely review and collaboration throughout the design process. Milestone deliverables will be reviewed and compiled comments returned within a 2-week period from the time of submittal.
- Access to the BLWTP for field investigations as necessary for integration of the new systems with the existing facility.
- All necessary safety equipment and oversight for City staff.

Task 3 Deliverables

- 60% Design deliverables (drawings and lists of specifications and standard details, draft specifications of key equipment, equipment list, I/O list), electronic copy (PDF).
- 60% Design deliverables for CDPHE review, electronic copy (PDF).
- 90% Design deliverables (drawings, specifications, and standard details), electronic copy (PDF).
- 90% Design deliverables and calculations for AHJ review, electronic copy (PDF).
- Final Design deliverables (drawings, specifications, and standard details), electronic copy (PDF).

Task 4 – Design Package 3 (Miscellaneous Improvements)

Design of Miscellaneous Improvements

This task is considered an allowance for design of miscellaneous plant improvements that may be included in the overall scope of plant modifications. The advancement of miscellaneous improvements will be dependent on the construction funds available after the GMP for the major project elements included in Design Packages 1 and 2 have been established. The miscellaneous improvements will be designed on an as-directed basis from the City. Potential miscellaneous improvements initially identified include (but are not limited to):

- Replacing existing flocculators with new flocculation equipment.
- Adding sedimentation basin covers.

- Replacing or rehabilitating the flocculation basin gates.
- Modifications to the filter backwash regime.

Design of the miscellaneous improvements will focus primarily on evaluating existing infrastructure and equipment, coordinating with vendors to design and specify replacement, and discipline engineering (e.g., structural, electrical, instrumentation and controls, etc.) necessary for a functioning system. The miscellaneous improvements will not include the design of completely new facilities/structures or processes, and will instead be focused on improvements to or replacement of existing infrastructure.

Task 4 Assumptions

- The miscellaneous improvements will be focused on "in-kind" replacement of existing equipment, operational modifications, or additions to existing facilities that do not require significant structural or electrical modifications.
- A single design package for miscellaneous improvements will be provide for construction and permitting.
- City and Hydro input and review of this design package will be continuous and there will not be any formal interim review submittals.
- The deliverables will be reviewed and discussed at the monthly project coordination meetings.

Task 4 Deliverables

- A single design package including drawings and technical specifications necessary for construction and permitting, electronic copy (PDF).

Task 5 – Services During Construction

Submittals, Request for Information, and Changes

Carollo will provide engineering services during construction for Design Packages 1, 2, and 3. Engineering services during construction include review of submittals, responding to requests for information (RFI), and design of changes – should they be identified by the City or Hydro. Although Carollo anticipates providing these services during construction throughout the complete duration of construction at the BLWTP, the current scope for this task is initial focused on construction activities associated with Design Package 1 to occur during the first shutdown period (fall 2019 through March 2020). Carollo will continue to provide services during construction for the remainder of construction activities with additional scope and fee for these services to be included in a future amended to the contract.

Field Inspections and Meetings

Carollo will provide periodic site inspections in conjunction with attending weekly construction meetings. Carollo's will routinely attend the construction meetings with at least one engineer (e.g., process lead) and will conduct a site inspection walkthrough following the meeting. Other engineers will make periodic site visits for inspection of critical construction activities as identified by Carollo, the City, or Hydro.

Task 5 Assumptions

- Submittals, RFIs, and changes will be tracked through the City/Hydro ProCore system.
 - A total of 30 submittals and 6 hours per submittal have been assumed for the initial construction period. This includes resubmittals, however if more than two resubmittals are required, Carollo will track the time associated with multiple submittals and may be entitled to additional compensation if excessive submittals are required to achieve approval.
 - A total of 16 RFIs and 4 hours per RFI have been assumed.
 - A total of 2 changes with 15 hours per change have been assumed.
- The City's PM will primarily manage document flow between Hydro and Carollo.

- The City and/or Hydro will schedule and lead all construction meetings.
- Carollo will attend weekly construction meetings, starting during the fall 2019 shutdown period.
- Carollo will provide weekly site inspections that coincide with the weekly construction meetings.
- Carollo will provide additional inspections of key project elements on a limited basis, by select engineering staff.
- Carollo will communicate observed construction deficiencies via the inspection reports as well as directly with the City's PM.
- Carollo will not be responsible for overall construction contract administration for any of the design packages. Carollo will not be responsible for startup or commissioning of equipment or overall processes.
- Carollo will follow site safety procedures established by Hydro and the City and will provide necessary safety equipment and oversight for Carollo staff.
- The City will contract with a third party for full time construction inspection.
- Carollo will provide services during construction for the remainder of construction activities with additional scope and fee for these services to be included in a future amended to the contract.

Task 5 Deliverables

- Modifications to drawings, specifications, or details required for changes identified by the City or Hydro.
- An inspection report to summarize the status of construction observed during each site visit. Each concise inspection report will be limited in scope and will include photographs and a description of specific construction activities observed. Carollo's inspection reports will be archived in the City/Hydro ProCore system.

Task 6 – Project Management

Project Coordination

Carollo will provide overall project management services for all phases of the project. This will include coordination of all activities for each task in this Scope of Work, financial management, and status of the project, serving as the primary point of communication with subconsultants and the City's PM.

Carollo will provide monthly invoices to the City that will include progress reports summarizing project status, work completed, and anticipated activities. The concise progress reports will identify progress towards deliverables and any projected or actual deviations in cost or schedule should they arise throughout the course of the project.

Meetings

Carollo will organize, lead, and/or attend meetings throughout the course of the project. It is assumed that in-person meetings primarily will be held at the BLWTP. The meetings for this project are as follows:

- Bi-weekly project coordination meetings: One meeting per month will be conducted by phone and one meeting per month will be conducted in-person (at the BLWTP, or City's designated facility).
- Design Package 1:
 - 60% Review workshop
 - 90% Review workshop
- Design Package 2
 - 60% Review workshop
 - 90% Review workshop
- Carollo's PM will discuss items with the City's PM over the phone, as necessary, throughout the course of the project. Overall project management coordination has been assumed to be 2 hours per week for a 65-week duration.

Subconsultants

Carollo will contract directly with and manage the work of subconsultants identified for work associated with the project scope. The subconsultants for this project include:

- Lake limnology – will be provided by a subconsultant for this project. Carollo will employ the services of a limnology subconsultant that specializes in the evaluation and interpretation of data (provided by Dr. Lewis) in support of the design of in-lake improvements in Design Package 1.
- Architectural design – will be provide by a subconsultant for this project. The scope of services will focus on new structures/facilities or code review for existing facilities that may be modified as part of this project (e.g., chemical storage and feed).
- Geotechnical engineering – will be provided by a subconsultant and will include a total of eight borings at four areas onsite (two potential ozone basin locations, potential new chemical building, and new potential roadway). Each boring will be advanced to depths of up to 25 feet below grade or into bedrock. One of the borings will be completed as a temporary monitoring well to collect stabilized groundwater levels. A geotechnical report will be provided with recommendations for new structures and buried infrastructure for the project.

Task 6 Assumptions

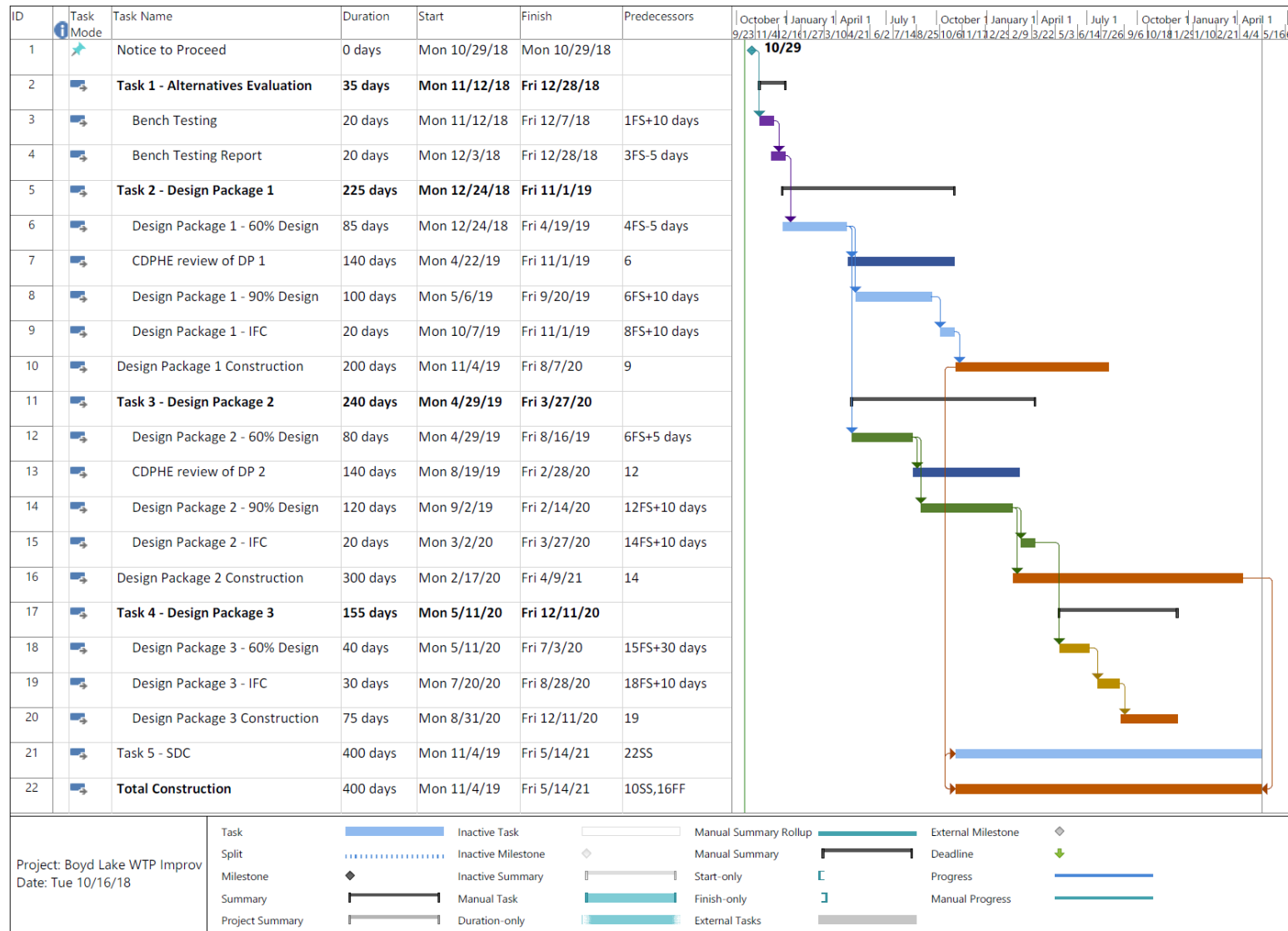
- Monthly invoices with project progress reports will be provided monthly.
- Routine meetings will be conducted by phone (one per month) and in person (one per month).
- Architectural and geotechnical engineering services will be utilized in both Design Packages 1 and 2.
- Architectural drawings will be provided as part of Design Packages 1 and/or 2.
- The management of the subconsultant contracts will be tracked in this task.

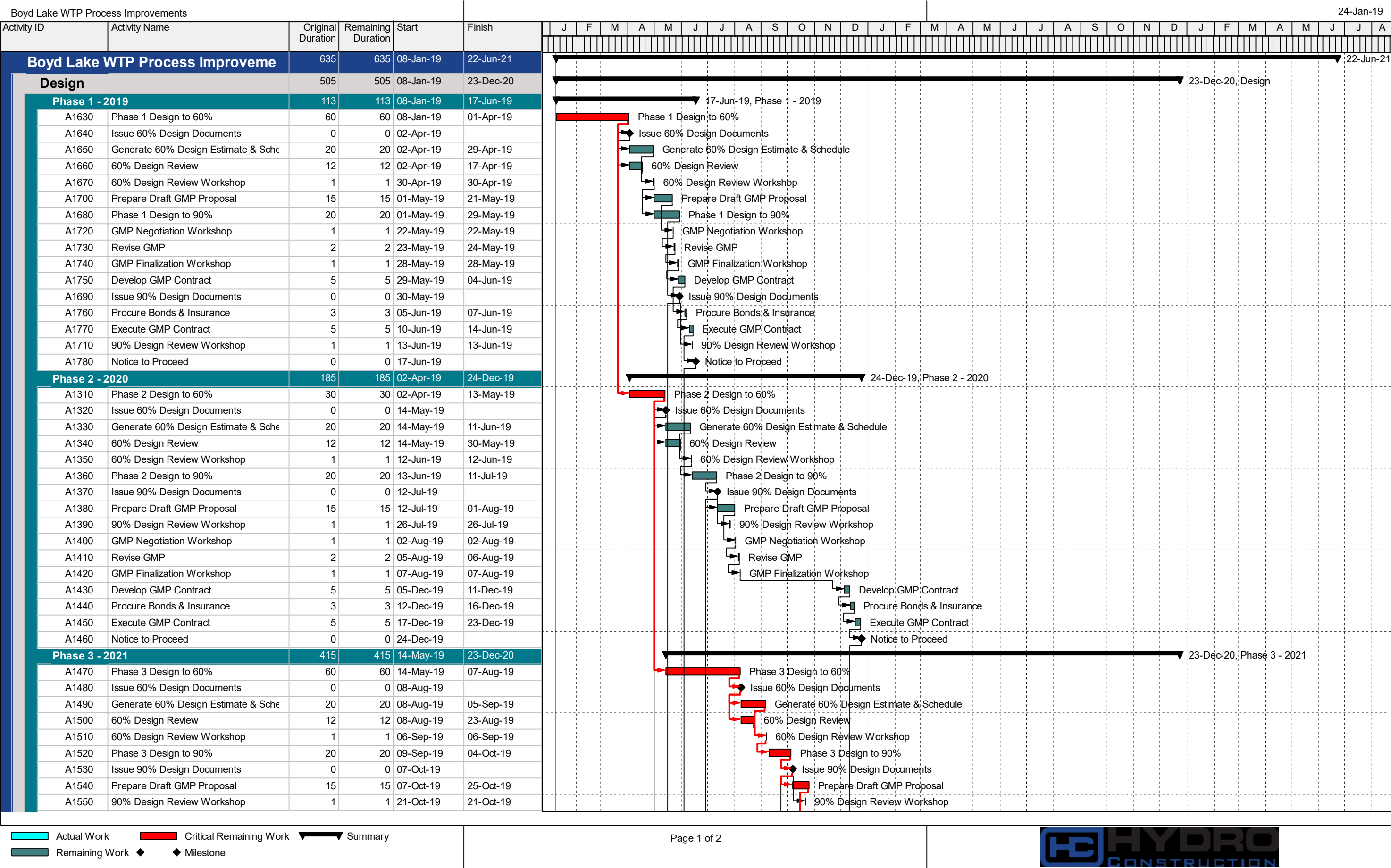
Task 6 Deliverables

- Monthly project reports and invoices.
- Meeting agendas will be provided before each team meetings.
- Meeting minutes will be provided after each meeting.
- A geotechnical report will be provided to summarize the findings and recommendations for the location(s) identified for new facilities and structures added as part of this project.

Schedule

The initial project schedule for all tasks presented in this scope of work is shown in Figure 2.





Boyd Lake WTP Process Improvements						24-Jan-19																																		
Activity ID	Activity Name	Original Duration	Remaining Duration	Start	Finish	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A			
A1560	GMP Negotiation Workshop	1	1	28-Oct-19	28-Oct-19																																			
A1570	Revise GMP	2	2	29-Oct-19	30-Oct-19																																			
A1580	GMP Finalization Workshop	1	1	31-Oct-19	31-Oct-19																																			
A1590	Develop GMP Contract	5	5	04-Dec-20	10-Dec-20																																			
A1600	Procure Bonds & Insurance	3	3	11-Dec-20	15-Dec-20																																			
A1610	Execute GMP Contract	5	5	16-Dec-20	22-Dec-20																																			
A1620	Notice to Proceed	0	0	23-Dec-20																																				
Pre-Construction		510	510	14-May-19	04-May-21																																			
Permitting		161	161	14-May-19	01-Jan-20																																			
A1910	DOW Approval	45	45	14-May-19	17-Jul-19																																			
A1290	Phase 1 - 2019 CDPHE Review	60	60	30-May-19	22-Aug-19																																			
A1270	Phase 2 - 2020 CDPHE Review	60	60	12-Jul-19	04-Oct-19																																			
A1280	Building Permits	45	45	12-Jul-19	13-Sep-19																																			
A1300	Phase 3 - 2021 CDPHE Review	60	60	07-Oct-19	01-Jan-20																																			
Vendor Contracts		402	402	17-Jun-19	05-Jan-21																																			
A1790	Phase 1 - 2019 Vendor Contracts	10	10	17-Jun-19	28-Jun-19																																			
A1830	Phase 2 - 2020 Vendor Contracts	10	10	24-Dec-19	07-Jan-20																																			
A1840	Phase 3 - 2021 Vendor Contracts	10	10	23-Dec-20	05-Jan-21																																			
Submittal Procurement		422	422	01-Jul-19	16-Feb-21																																			
A1800	Phase 1 - 2019 Submittal Procurement	40	40	01-Jul-19	26-Aug-19																																			
A1850	Phase 2 - 2020 Submittal Procurement	40	40	08-Jan-20	03-Mar-20																																			
A1860	Phase 3 - 2021 Submittal Procurement	30	30	06-Jan-21	16-Feb-21																																			
Submittal Review		397	397	27-Aug-19	09-Mar-21																																			
A1810	Phase 1 2019 Submittal Review	15	15	27-Aug-19	17-Sep-19																																			
A1870	Phase 2 - 2020 Submittal Review	15	15	04-Mar-20	24-Mar-20																																			
A1880	Phase 3 - 2021 Submittal Review	15	15	17-Feb-21	09-Mar-21																																			
Equipment/Material Procurement		422	422	18-Sep-19	04-May-21																																			
A1820	Phase 1 - 2019 Equipment/Material Procurement	195	195	18-Sep-19	19-Jun-20																																			
A1890	Phase 2 - 2020 Equipment/Material Procurement	60	60	25-Mar-20	16-Jun-20																																			
A1900	Phase 3 - 2021 Equipment/Material Procurement	40	40	10-Mar-21	04-May-21																																			
Construction		387	387	13-Nov-19	11-May-21																																			
A1000	Phase 1 - 2019 Construction	130	130	13-Nov-19	15-May-20																																			
A1060	Phase 2 - 2020 Construction	200	200	22-Jun-20	26-Mar-21																																			
A1050	Phase 3 - 2021 Construction	35	35	24-Mar-21	11-May-21																																			
Construction		0	0																																					
Start-Up & Close-Out		287	287	18-May-20	22-Jun-21																																			
Phase 1		30	30	18-May-20	26-Jun-20																																			
A1920	Start-Up	10	10	18-May-20	29-May-20																																			
A1930	Substantial Completion	0	0		29-May-20																																			
A1940	Punch List	20	20	01-Jun-20	26-Jun-20																																			
A1950	Final Completion	0	0		26-Jun-20																																			
Phase 3		30	30	12-May-21	22-Jun-21																																			
A1960	Start-Up	10	10	12-May-21	25-May-21																																			
A1970	Substantial Completion	0	0		25-May-21																																			
A1980	Punch List	20	20	26-May-21	22-Jun-21																																			
A1990	Final Completion	0	0		22-Jun-21																																			

Actual Work

Remaining Work

Critical Remaining Work

Milestone

Summary

Page 2 of 2

HYDRO

CONSTRUCTION