



**CITY OF GREELEY
Purchasing**

**Request for Proposal
RFP #FL19-07-064**

**Greeley 60" Pipeline Design – Windsor Phase
Of the Gold Hill Segment**

for

WATER & SEWER DEPARTMENT

**SECTION 00110
RFP #FL19-04-064**

REQUEST FOR PROPOSALS

The City of Greeley, Colorado under Section 4.20.090 "Competitive Sealed Proposals" is soliciting proposals for GREELEY 60" PIPELINE DESIGN – WINDSOR PHASE OF GOLD HILL SEGMENT. **Sealed** proposals must be received at Water & Sewer, Attention: Linda Ingram, 1001 11th Avenue, Second Floor, Greeley, CO 80631 **before August 16, 2019 by 2:00 PM.** 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.

A mandatory pre-proposal meeting will be held on July 30, 2019, at 10:00 a.m. at Water & Sewer, 1001 11th Avenue, Second Floor, Greeley, CO 80631. All interested vendors are required to attend. An optional site visit will immediately follow the pre-proposal meeting. Attendance at the site visit is not mandatory but highly recommended.

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No proposals shall be withdrawn for a period of sixty (60) days after receipt of proposals.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 me at linda.ingram@greeleygov.com no later than August 2, 2019 by 2:00 pm.

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

Greeley Website
January 19, 2019

REQUEST FOR PROPOSALS (RFP)
RFP #FL19-07-064

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

Proposals must be received no later than:

August 16, 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: Greeley 60" Pipeline Design – Windsor Phase of the Gold Hill Segment

RFP Number: FL19-07-064

Due Date and Time: 8-16-2019 at 2:00 pm

Package must include:

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

Deliver proposals to:

City of Greeley

Attention: Linda Ingram

1001 11th Avenue, 2nd Floor

Greeley, Colorado 80631

Schedule of Events (subject to change)	All times are given in local Colorado time
RFP Issued	July 19, 2019
Mandatory Pre-Proposal Conference	July 30, 2019 at 10:00 am
Site Visit Optional – Highly Recommended	July 30, 2019 immediately following pre-proposal meeting.
Inquiry Deadline	August 2, 2019
Final Addendum Issued	August 6, 2019
Proposal Due Date and Time	August 16, 2019 at 2:00 pm
Interviews (tentative)	September 2-6, 2019
Notice of Award (tentative)	September 13, 2019

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EXHIBITS – THESE ITEMS WILL BE INCLUDED IN THE APPENDICES

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

SECTION I. BACKGROUND, OVERVIEW, AND GOALS

A. Background

The City of Greeley's Water and Sewer Department is requesting written proposals from qualified firms to provide water pipeline design services for the next phase of the 60" Bellvue Transmission Pipeline project. The City of Greeley invites potential Proposers to submit a proposal according to the requirements set forth in this RFP. The Proposals will be reviewed and evaluated by the City's selection committee using the evaluation criteria as detailed in this request.

This RFP is subject to revision after the date of issuance via written addenda. Any such addenda will be transmitted to the potential Proposers by the Owner and or its Representative. It is each Proposer's responsibility to obtain all RFP addenda prior to submitting its Proposal.

The budget for the pipeline design is \$320,000.

The capitalized terms in this RFP have the meanings as first used in the text of this RFP. In no event will the Owner be liable for any costs incurred by any Proposer or any other party in developing or submitting a Proposal.

B. Overview

The City of Greeley began construction of the 60" Bellvue Transmission Pipeline project in 2003 just south of the Poudre River on the east side of SH 257. This was the starting point of a series of construction segments installing pipe in a northwest direction and connecting to the Bellvue Water Treatment Plant northwest of Fort Collins in 2017. (See Pipe Construction Segment exhibit.) This new 60" pipeline was put into operation connecting to a 20" pipeline known as the Kodak pipeline that feeds the Zone 3 through the Boyd Lake Water Transmission lines. The final segment for design is the approximately 3 mile Gold Hill Segment.

C. Goals & Objectives

The goals for this pipeline design project are to complete the final alignment, prepare construction plans and specifications, using the previous plans and specifications for reference. Certain limited construction services are to be provided for the first 1-mile phase of this segment. Pipe shell thickness calculations for steel have been completed.

The majority of the alignment has been determined (see Alignment Exhibit) and easement acquisition is underway. The majority of environmental and historical studies have been completed in support of the Section 404 Permit application. The Pre-Construction Notification will be submitted to the Corps by the City. This project does contain a bored crossing of SH 257 and tunnel specific design is being completed by Lithos Engineering.

Plan Review Coordination, Bidding Services, and Construction Services shall also be included as a part of this project.

SECTION II. STATEMENT OF WORK

A. Scope of Services – Water Pipeline Design and Construction Services

A suggested list of work tasks are shown below in no particular order. From this list and other necessary information, the proposals shall specifically identify the project tasks required to fulfill the overall objective. A sufficiently detailed work plan, schedule and cost shall be formulated and

submitted in the proposal. Each individual work task shall be presented sequentially in project schedule format. It is anticipated that project meetings may be held twice monthly to collect and verify data, and to provide briefings on the Consultant's progress.

In general, the selected Consultant shall develop the most cost-effective, 60" water pipeline design to include, but are not limited to the tasks listed below. The Consultant shall in their proposal expand and elaborate in sufficient detail and define other tasks necessary to adequately address all design issues involved in the completion of this project.

The total length of this project design will be approximately 3 miles extending from the Poudre River east of SH 257 south to SH 34. The construction services will be needed for approximately 1 mile from the river through the crossing of SH 257 for planned construction in 2020.

The following information shall be provided to assist the Consultant in the execution of project work. Other information may be requested and provided if available. The Proposer shall identify additional data needs in their proposal.

- 2003 Chimney Park Segment Specifications and As-Built Drawings
- 2017 Northern Segment Specifications and As-Built Drawings
- Lithos Preliminary Tunnel Design Report
- Property Topo Surveys by King Surveyors

TASK SERIES 1.0 – DESIGN PHASE SERVICES (Services to be completed March 20, 2020)

Task 1.1 - Conduct Project Meetings.

The Consultant shall conduct a project kick-off meeting to review the project goals, obtain City's staff input, exchange information and discuss overall project administration. The Consultant shall also conduct biweekly project status meetings. Meeting agenda and minutes will be prepared by the Consultant and distributed to the attendees in a timely manner.

Task 1.2 – Utility Locating and Potholing

The Consultant shall obtain actual pothole depths of all utilities along the 3-mile pipeline design alignment in accordance with SUE Quality Level A. This shall include physically located horizontal and vertical control with survey date to be placed on the plan set. For budgeting purposes, the proposer shall assume that there will be 50 potholes all located outside paved areas with traffic control as necessary near state highways. Include unit costs so fee can be adjusted on actual number of potholes needed.

Task 1.3 – Geotechnical Investigation

The Consultant will provide a standard geotechnical report for the design of the pipe trench to include soil stability, groundwater and bedrock elevations. There shall be a 10 holes assumed for budgeting purposes drilled a minimum of 15 feet deep for pipe trench and 25 feet deep for 2 ravine crossing holes. Soil samples shall be collected and tested in accordance with standard practices. Include unit costs so fee can be adjusted on actual number of potholes needed.

Task 1.4 – SH 257 Tunnel Design

The Consultant will work with Lithos to incorporate the tunnel design plan and profile and details into the final plan set and incorporate tunnel specifications into the overall project specification set.

Task 1.5 – Finalize Alignment

The Consultant will work with the City to make any final adjustments to the overall pipeline alignment within the general confines of the 50-foot permanent easement. More updated information will be available at the Pre-Proposal meeting.

Task 1.6 – Preliminary Pipeline Design Considerations

The Consultant will work with the City to determine the operational and maintenance preferences for the completion of the pipeline design. This shall include but not be limited to:

- Pipe material, coatings, and linings selections
- Design and specify valve types, sizes, and locations
- Design and specify air/vac and blow-off valve types, sizes, and locations
- Specify preliminary corrosion protection methods such as; test stations, and joint bonding
- Perform thrust restraint calculations and methods
- Design utility crossing plans
- Determine and illustrate access, construction limits and staging areas
- Determine disinfection and pressure testing field issues
- Make final alignment adjustments as needed for highway crossings
- Specify surface restoration requirements
- Other considerations as necessary for proper constructible design.

Task 1.7 – Prepare Final Design Drawings

The Consultant will prepare drawings for this project to include plan and profile sheets at 1-inch equals 50-feet horizontal and 1-inch equals 5 feet vertical. Format shall be in general conformance with previous design plans for this project. The Consultant will provide quality control and a constructability review as needed. Assume that there will be 2 reviews by the City/CMAR.

Task 1.8 – Prepare Specifications

The Consultant will prepare technical specifications and bid tab form for this project. The technical specifications will be prepared in the 16 Division CSI format in general conformance with previous specifications for this project. The City of Greeley will provide the contract general conditions and "front-end" documents. Greeley will advertise and distribute plans and specifications to the prospective contractors.

Task 1.9 – Agency and Property Owner Reviews

The Consultant will facilitate the reviews of the various following agencies and property owners, and obtain necessary permits as necessary. Any cost for the permit will be borne by the City of Greeley. Greeley will participate in these meetings as necessary. Consultant will incorporate concerns into the plans and specifications.

- **CDOT** – will require plan submittal for final approval of alignment and crossing of SH 257 plus discussion for use of portions of CDOT Right-of-Way for temporary construction. Final permit will be obtained by Greeley and their contractor. Estimate 1 meeting with CDOT to finalize crossing concerns.
- **Weld County Engineering Review** – will require coordination with Weld County Engineering for road and utility crossings as well addressing floodplain development concerns. Estimate 2 meetings with Weld County to address their concerns.
- **Town of Windsor** – will require review of the plan and profile sheets for Windsor property and other areas within the Town of Windsor’s jurisdiction. Major sewer trunk line and road crossing will need to be coordinated. Tenant farmer concerns will also need to be evaluated. Estimate 2 meetings to identify and address Windsor’s concerns.
- **Eaton Ditch Canal Crossing** – The proposed pipeline alignment will cross the Eaton Ditch and a crossing plan will need to be discussed and developed. The plan and profile shall be submitted to the Ditch Company’s engineer for review and comment. Estimate time for 1 meeting to resolve crossing plan.
- **Poudre Valley REA** – Coordination will be required to avoid parallel and crossing conflicts. Poudre Valley has underground and aboveground electric facilities in this area. Estimate 1 meeting to address crossing concerns.
- **Gas Companies** – There are several oil and gas companies that have buried facilities which will need to be located and appropriate crossing plans developed. Estimate 5 different companies with 2 crossings each to prepare crossing plans for review. This may require 1 meeting per company to obtain approval.
- **Property Owner Meetings** – In addition to the afore mentioned list there will be 5 private property owners that need to review the plans for installing pipe and access on their property and provide input to address their issues. After submittal of the plans on the specific properties, estimate that there will be 1 meeting each to review and address concerns.

The Consultant shall identify all other needs for engineering services as appropriate for this project.

TASK SERIES 2.0 – PROJECT BIDDING SERVICES

Task 2.1 – Pre-Bid Conference and Site Meeting Support

The Consultant will facilitate a pre-bid meeting to provide project overview and answer questions from qualified bidders. Agenda and meeting notes will be prepared to document the meeting. A site visit will follow this meeting to review field conditions and test pit excavations.

Task 2.2 – Respond to Questions and Issue Addendum

Questions received from Contractors will be addressed and compiled to form an addendum to be issued during the bidding period.

TASK SERIES 3.0 – CONSTRUCTION PHASE SERVICES (Services to coincide with 8-month construction time TBD)

Task 3.1 – Construction Administration

Consultant will

- Review Shop Drawing, Product Data, and Samples as required – This information will be reviewed specifically to check that all materials and equipment meet the requirements of the contract documents and the intent of the design. Estimate that there will be a total of fifty-five (55) contractor submittals and fifteen (15) resubmittals.
- Respond to Contractor Requests for Information (RFIs) Estimate that 5 RFIs will need responses.
- Provide “Engineering Supplemental Information” (ESI) packets as needed.

Task 3.2 – Construction Observation

Consultant will provide

- Pre-Construction meeting support with the City, selected Contractor and utilities.
- Photograph pre-construction conditions to document surface conditions of the easement.
- Initial interpretation of the project documents for contractor questions.
- Weekly inspection as needed to assist Greeley full-time inspectors and tunnel specific inspectors and become familiar with construction to prepare “as-built” drawings.
- Maintain project files of correspondence and documentation

Task 3.3 – Construction Meetings

The Consultant will develop agenda and attend bi-weekly construction meetings with the Contractor and prepare meeting minutes to document discussion and decisions made during that meeting. Estimate that there will be sixteen (16) construction meetings.

Task 3.4 – Record Drawings

The Consultant will prepare Record Drawings based on red-line drawings from the contractor, site visits, and with input from Greeley’s inspectors.

The Consultant shall in their proposal expand and elaborate in sufficient detail these and other tasks necessary to adequately address all design issues involved in the completion of this project. The consultant shall also provide a proposed project schedule and cost based on the identified tasks by City and other tasks, deemed necessary, and proposed by the Consultant.

Additional Tasks to be added at the City's Discretion

The Consultant may propose additional tasks that could provide added value and enhance the project for the City or provide project cost savings. Any additional tasks identified by consultant shall not be included in the base design cost.

B. Period of Award

The completion date of providing the required product and services shall be December 20, 2021 for Design services and as-needed for construction for Pre-Bid and Construction Services.

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.

C. Minimum Mandatory Qualifications of Offeror

The Consultant shall provide one or multiple project managers who are Licensed Professional Engineers with at least ten years' experience with water transmission pipeline design. The project manager(s) must be located within 75 miles of Greeley. The Consultant key personal (project manager and lead project engineers) shall have at least three total pipeline design projects in the last ten years of similar scope and scale no less than 48" diameter and 2-miles long.

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 should be referred to:

E-Mail: Linda.Ingram@greeleygov.com
Subject Line: RFP #FL19-07-064

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

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

D. Insurance: (Exhibit 4)

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

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

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

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

E. Modification or Withdrawal of Proposals:

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

F. Minor Informalities:

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

G. Responsibility Determination:

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

H. Acceptance of RFP Terms:

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

rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.

I. Protested Solicitations and Awards:

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

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

J. Confidential/Proprietary Information:

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

K. Acceptance of Proposal Content:

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

L. RFP Cancellation:

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

M. Negotiation of Award:

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

N. Contract: (Exhibit 2)

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

O. RFP Response/Material Ownership:

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

P. Incurring Costs:

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

Q. Utilization of Award by Other Agencies:

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

R. Non-Discrimination:

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

S. News Releases:

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

T. Certification of Independent Price Determination:

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

- b) He/she is not the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein but that he/she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (1.a) through (1.c) above, and as their agent does hereby so certify; and he/she has not participated, and will not participate, in any action contrary to (1.a) through (1.c) above.
3. A proposal will not be considered for award where (1.a), (1.c), or (2.) above has been deleted or modified. Where (1.b) above has been deleted or modified, the proposal will not be considered for award unless the offeror furnishes with the proposal a signed statement which sets forth in detail the circumstances of the disclosure and the City's Purchasing Manager, or designee, determines that such disclosure was not made for the purpose of restricting competition.
4. The Contract Documents may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document. The Contract Documents, including all component parts set forth above, may be executed and delivered by electronic signature by any of the parties and all parties consent to the use of electronic signatures.

U. Taxes:

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

V. Assignment and Delegation:

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

W. Availability of Funds:

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

X. Standard of Conduct:

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

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

1. Neglect of duty.
2. Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions or fighting.
3. Theft, vandalism, immoral conduct or any other criminal action.

4. Selling, consuming, possessing, or being under the influence of intoxicants, including alcohol, or illegal substances while on assignment for the City.

Agents and employees of Contractor or Consultant working in City facilities shall present a clean and neat appearance. Prior to performing any work for the City, the Contractor or Consultant shall require each of their employees to wear ID badges or uniforms identifying: the Contractor or Consultant by name, the first name of their employee and a photograph of their employee if using an ID badge. Their employee shall wear or attach the ID badge to the outer garments at all times.

Y. Damages for Breach of Contract:

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

Z. Other Statutes:

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

SECTION IV. PROPOSAL SUBMISSION

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

Offerors shall submit in a sealed package:

- 5 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. Submittals shall be limited to no more than 30 single sided sheets not including resumes and representative project sheets.

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. The Proposal must not exceed **30** total pages (with the front counting as one page, most or all 8½ x 11 inch with 1-inch or greater margins), excluding the transmittal letter, index or table of contents, front and back covers, title pages/separation tabs, and appendices. A maximum of **5** of the total pages may be 11 x 17-inch tri-fold format. Eleven-point font or larger must be used in Proposal. All proposed project costs, representative projects (maximum of five), and resumes (two pages max) shall be included in the appendices.

- 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. 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.
- C. 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, services to be provided, 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.
- D. 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.
- E. Evaluation Criterion –**
- #1 – Company and Personnel Experience**
1. Describe your customer service philosophy and how this project will be managed to get the best value product for the City.
 2. Demonstration of the necessary experience, organization, and technical qualifications for the proposed work.
 3. List key personnel that will be committed to this project, their resumes, describe their role and title, and availability for contract duration (include in appendices).
 4. List similar projects that have been completed by proposed key personnel.
 5. Provide **completed** representative projects of similar nature as required in the Minimum Qualifications (Section II.C). Include Owner contact information, key personnel assigned,

pertinent project information, timeliness of completion, costs control (include in appendices). The City reserves the right to contact the references provided in your proposal as well as other references without prior notification to you.

6. Propose how the consultant will manage this project to meet project goals and objectives. How does the consultant propose to structure the organizational chart to ensure that project goals and objectives are met.
7. Propose the methods and timeline of communication your firm will use with the City's project managers and other City staff.

#2 – Project Approach/Scope of Work

1. Explain your understanding of the project objectives and desired results for this project.
2. Define how you plan to obtain and share information with Greeley staff.
3. Describe specific project challenges you anticipate and how you propose to resolve these challenges.
4. Describe any project approaches or ideas that you would apply that you feel would enhance the quality of your services.
5. How will the project team manage quality control throughout the completion of the project?
6. Describe other scope items you would suggest to enhance the project.

#3 - Schedule

1. Provide a specific timeline showing milestones and completion dates. The consultant will be evaluated on their ability identify concerns necessary to complete their scope of work within the proposed dates.

#4 – Cost and Work Hours

1. Provide a fee to complete the work broken down into groupings of tasks or scope of work items with proposed number of hours and rates for each personnel category; e.g. project manager, senior engineer, engineering technician, etc. Include subcontract work and incidentals necessary in the performance of the work tasks as separate items. These rates will be considered valid throughout the project.
2. Evaluations will consider the extent to which the work hours presented are reasonable for the effort required in each grouping and total cost.
3. Provide fee of additional tasks recommended in Criteria #2.6 above. This fee shall be broken out independently from the fee to complete the identified project scope.

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 committee member's scores will be normalized to complete the ranking portion of the evaluation. The highest ranking firms will be requested for presentation or directly 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 detail how they propose to meet the items identified 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 - 30 Points
2. Approach to Scope of Work - 40 Points
3. Schedule - 10 points
4. Cost and Work Hours - 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

Vendor Name

Approved as to Substance

City Manager-Roy Otto

By

Reviewed as to Legal Form

Title

OFFICE OF THE CITY ATTORNEY

By: _____
City Attorney-Doug Marek

Certification of Contract
Funds Availability

Director of Finance-Renee Wheeler

RFP #FL19-07-064

Greeley 60" Pipeline Design – Windsor Phase
Of the Gold Hill Segment

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 _____