

SECTION 00110
RFP #FL19-11-098

Request for Proposal

The City of Greeley is seeking proposals CACHE LA POUFRE RISKMAP SUPPORT. **Sealed** proposals must be received at the City of Greeley, Attention Linda Ingram, 1001 9th Avenue, Greeley, Colorado **before December 10, 2019 at 2:00 p.m.** per the requirements stated in the RFP. No late, faxed or electronic proposals will be accepted.

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

A pre-proposal meeting will be held on November 22, 2019 at 11:00 am at City of Greeley Public Works, 1001 9th Avenue, Greeley, CO 80631. All prospective vendors are highly encouraged to attend.

No proposals shall be withdrawn for a period of sixty (60) days after receipt of proposals.

The City of Greeley reserves the right to reject or accept any or all proposals and to waive any informalities as deemed in the best interest of the City.

Questions pertaining to the project may be directed to Linda Ingram at linda.ingram@greeleygov.com no later than December 2, 2019 by 5:00 p.m.

City of Greeley
Linda Ingram
Contract Specialist II

Greeley Site
November 13, 2019



**CITY OF GREELEY
Purchasing**

**Request for Proposal
RFP #FL19-11-098**

CACHE LA POUFRE RISKMAP SUPPORT

for

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

REQUEST FOR PROPOSALS (RFP)
RFP #FL19-11-098

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

Proposals must be received no later than:

December 10, 2019 by 2:00 p.m. local time

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

Proposals are to be submitted in a sealed package with the following on the outside of the envelope:

Company Name
RFP Title: CACHE LA POUVRE RISKMAP SUPPORT
RFP Number: FL19-11-098
Due Date and Time: December 10, 2019 by 2:00 p.m. local time

Package must include:

- 3 Hard Copies of Proposal, 1 Digital Copy (pdf) on a flash drive

Deliver proposals to:

City of Greeley
Purchasing Division
1001 9th Avenue
Greeley, Colorado 80631

Schedule of Events (subject to change)	All times are given in local Colorado time
RFP Issued	November 13, 2019
Pre-Proposal Conference	November 22, 2019 at 11:00 a.m.
Inquiry Deadline	December 2, 2019, 5pm
Final Addendum Issued	December 4, 2019
Proposal Due Date and Time	December 10, 2019, 2 pm
Interviews (tentative)	December 20, 2019
Notice of Award (tentative)	December 30, 2019

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EXHIBITS

Exhibit	Title
1	Proposal Acknowledgement
2	Sample Contract
3	Insurance
4	Debarment Form
5	Document References
6	Island Grove
7	Cranford Neighborhood
8	East 8 th Street
9	Water Pollution Control Facility
10	35 th Avenue/Stoneybrook

SECTION I. BACKGROUND, OVERVIEW, AND GOALS

A. Background

The City of Greeley is a community with a population of approximately 106,000, located west of the confluence of the South Platte and Cache la Poudre Rivers. Greeley's climate is generally semi-arid with an average high temperature of 64°F and an average low of 37°F. Average precipitation is between 12 to 14 inches annually.

The Cache la Poudre River, which runs along the northern side of Greeley, has a watershed stretching from Laramie, Wyoming to the western Larimer County border, covering nearly 1900 square miles.

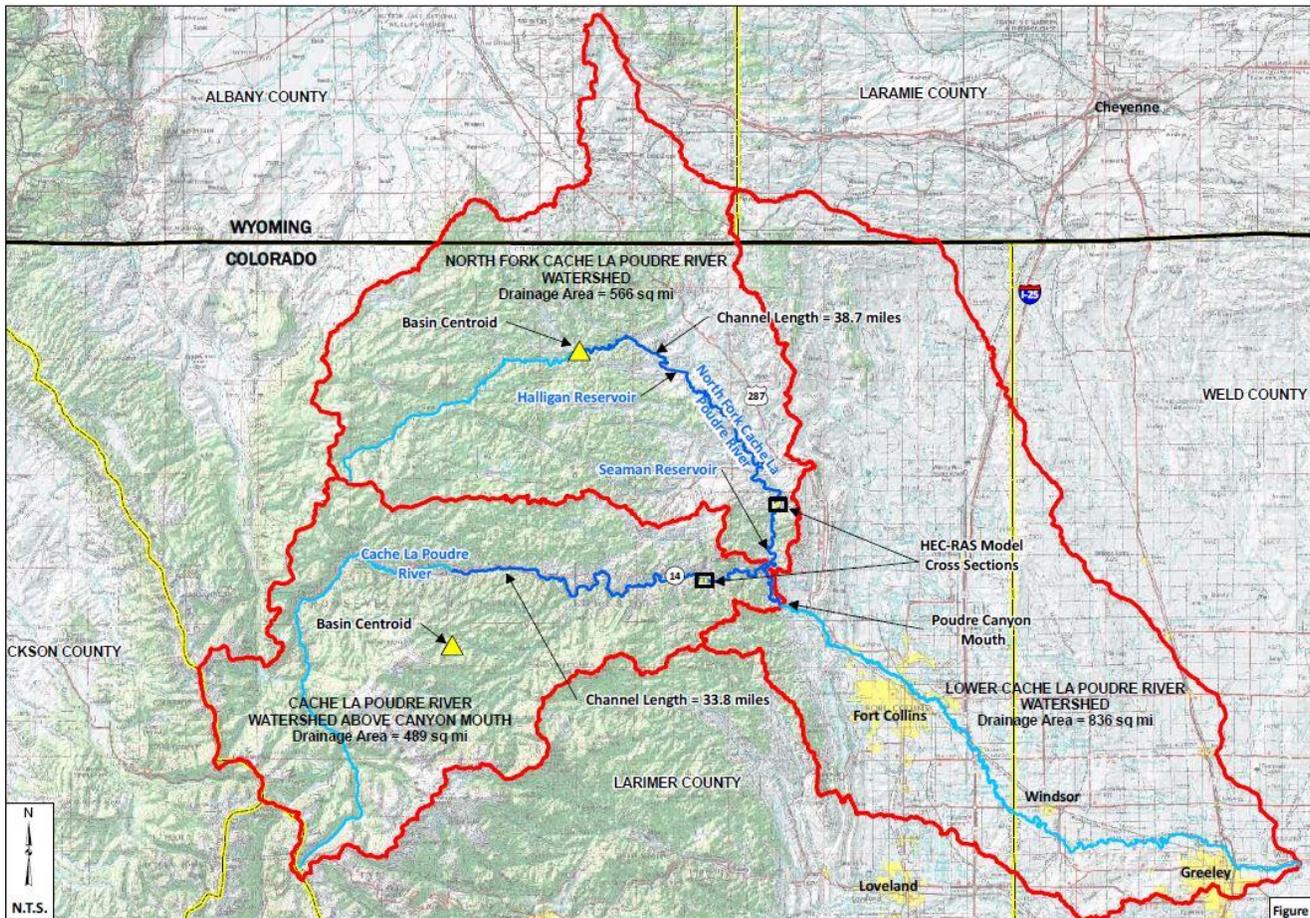


Figure 1 – Cache la Poudre Watershed (Figure from Hydrologic Modeling Report, Anderson, 2014)

In 2010, the Colorado Water Conservancy Board (CWCB) recommended a more conservative definition for regulatory floodways than Federal Emergency Management Agency (FEMA) requirements. This rule, which was adopted in 2013, requires floodway boundaries to be defined by fill/development in the flood fringe until the water surface elevation rises by 0.5 feet, rather than the national definition of 1.0 ft. This rule was not required to be incorporated into effective regulatory Flood Insurance Rate Maps, but it would be required for any future Physical Map Revisions (PMRs).

The current effective model for the Cache la Poudre River was adopted in January 2016 and prepared by the Army Corps of Engineers. The hydrology and hydraulics for that model were finalized prior to

the adoption of the CWCB’s floodway rule. As such, the current regulatory floodplain for the Cache la Poudre River is based upon a 1.0 foot floodway. To date, there have been no completed PMRs within the City of Greeley limits since the adoption of the CWCB floodway rule.

After the 2013 floods in the Big Thompson, St. Vrain and South Platte watersheds, the CWCB enacted the Colorado Hazard Mapping Program (CHAMP) to conduct a PMR on major floodplains in those watersheds. The Cache la Poudre River was not included in CHAMP; however, the CWCB enacted a separate PMR for the Cache la Poudre River that will proceed at a similar timeline.

Cache la Poudre RiskMap PMR Milestones	Date (Subject to Change)
Preliminary Model Released	November 2019
Hydraulic Approval by FEMA	February 2020
Preliminary Maps Reviewed by FEMA	May 2020
FIRMs Reviewed by FEMA	November 2020
Preliminary Maps Released	February 2021
Appeal Period	February-June 2021
Letter of Final Determination	August 2021
Compliance Period	August 2021-Feb 2022
Deadline to adopt FIRM	February 2022

Table 1 – Cache la Poudre RiskMap Schedule (subject to change).

The RiskMap revision of the Cache la Poudre River, conducted by AECOM, has been modeled in Hec-Ras with one-dimensional hydraulic modelling. Two-dimensional modeling was used to refine, educate and inform the 1D model by identifying split flows, refining lateral weir coefficients, and adjusting flow exchanges.

Based upon these changes, the results from the Cache la Poudre RiskMap model introduce locations with additional flow splits, wider floodways, or higher base flood elevations than in the current regulatory model. The City of Greeley has 188 insurable structures within the regulatory floodway with the current regulatory model – this number would exceed 300 with the new model.

Additionally, floodway expansion into vacant land limits the ability for current and future property owners to develop their property.

The City of Greeley understands the Physical Map Revision is a technical project utilizing best industry practices to predict flood risk to property. During the PMR process, the City has solicited a third party review of technical modelling practices. The City of Greeley desires to be fully compliant with all applicable regulations and provisions with the CWCB, FEMA, and National Flood Insurance Program (NFIP).

However, the City also desires to ensure the final adopted PMR is as accurate and optimized as possible to minimize the regulatory impact to currently developed property. This RFP is seeking a consultant to assist in achieving that goal.

B. Overview

The City of Greeley has identified five locations where the current RiskMap model has the greatest impact on the community in terms of increased regulatory requirements on property. Exhibits are included for these areas at the end of the RFP, showing the most recent RiskMap maps with the current regulatory floodway boundary added for reference:

- **Island Grove Regional Park (Exhibit 6)** – Island Grove is a 155-acre critical recreational facility to the City and the host site for the annual nationally renowned Greeley Independence Stampede. Island Grove recently adopted a master plan to redevelop the regional park, and the park celebrates its 100-year anniversary in 2021. After passing through 21st Avenue, the floodway in the RiskMap model widens, then introduces a floodway split after 14th Avenue that previously did not appear in any regulatory FIRMs. As a result of this split, a large portion of Island Grove, including the main arena, is mapped into the floodway.
- **Clayton Neighborhood (Exhibit 7)** – The Clayton neighborhood is a lower income single family residential neighborhood between 8th Avenue and 11th Avenue, and between 1st Street and D Street. Also within the neighborhood is the City’s Rodarte Center, a youth community center. The same floodway split that maps Island Grove within the floodway also places nearly 20 acres of the neighborhood, including the Rodarte Center, within the regulatory floodway.
- **East 8th Street (Exhibit 8)** – East 8th Street was maintained by CDOT as Highway 263 until it was conveyed to the City of Greeley in 2018. The roadway is a key connection between Downtown Greeley and the Air National Guard, Greeley-Weld County Airport and Weld County Road 49 Corridor. East 8th Street is mapped as a regulatory floodplain zone AE from Highway 85 to a mile east of Highway 85. The RiskMap model introduces a floodway split that places the floodway directly onto to E 8th Street and encapsulates several developed parcels on the north side.
- **Water Pollution Control Facility (Exhibit 9)** – The City’s Water Pollution Control Facility (WPCF) treats sanitary sewage in a facility on the southeast corner of E 8th Street and Highway 85. The facility is primarily on high ground and mapped out of the current regulatory floodplain. The Riskmap model places new areas of floodplain zone AE on the parcel, and the floodway split on E 8th Street places a new floodway zone along the northern area of the property. The WPCF requires expansion to meet City growth and CDPHE regulatory requirements.
- **35th Avenue/Stoneybrook Neighborhood (Exhibit 10)** – The Cache la Poudre River approaches the Great Western Railroad Tracks at approximately 47th Avenue. The RiskMap model displays a flow split at this location, with each split modeled separately. The secondary split runs on the south side of the railroad tracks until crossing approximately 750 ft west of 35th Avenue. As a result of this modeling shift, the base flood elevation of the southern flow split is as much as 2.0 feet higher just west of 35th Avenue and within the Stoneybrook Trailer Park. The City is in design to widen 35th Avenue from 4th Street to C Street currently, with widening to O Street planned in the near future.

The scope of work can be found in Section II. An overview of expected tasks include:

1. Complete a detailed evaluation and analysis of RiskMap:
 - a. Hydrology TSDN
 - b. Hydraulic model
 - c. Incorporated LiDAR within hydraulic cross-sections
 - d. Floodway boundaries
 - e. Preliminary mapping
 - f. Any additional technical evaluation as recommended by the selected consultant; and
2. Develop alternatives that the City may pursue to improve the accuracy of the RiskMap and decrease regulatory impact to property such as, but not limited to:

- a. Technically defensible reductions to design flow due to revisions in hydrology
 - b. Revisions to hydraulic model due to substantive flaws, including Manning's n, cross-section top widths, lateral weirs, etc.
 - c. Alteration of cross-sections to reflect more accurate topography from LiDAR.
 - d. Optimized floodway extents
 - e. Recommended construction projects that would substantively change the hydraulic model to facilitate a future LOMC.
 - f. Any other additional methods proposed by the consultant that would be acceptable to FEMA.
3. Conceptual design of any recommended construction projects, with topography consistent with a conceptual hydraulic model showing decreased regulatory impact. Any such project must be consistent with industry best practices and FEMA requirements for Letters of Map Change.

Other expectations:

1. Consultant should be prepared to meet at least bi-monthly with the City Team, with other meetings as necessary dependent on workload and schedules.
2. Frequent, honest and straightforward communication will be a must. Pursuit of additional scopes of work shall be considered if and only if the consultant can demonstrate high confidence of achieving the City's goal by the additional work.

C. Goals

The primary goal for this project is to ensure the final adopted PMR is as accurate and optimized as possible while minimizing the regulatory impact to property within City limits. The intent is to complete this scope of work in sufficient time to submit appeals within FEMA's Appeals Period and/or to receive approval of any potential LOMCs from FEMA (if applicable) prior to required adoption of the CWCB's RiskMap PMR.

SECTION II. STATEMENT OF WORK

A. Scope of Services

The City has determined that, at a minimum, the following scope of work will be necessary in order to successfully complete the project. Additional scope items may be proposed by prospective Consultants as a part of their Proposals. Changes-in-scope are possible after contract award and shall be dealt with on a case-by-case basis.

1. General Design Services
 - a. Project Management and Coordination. The Consultant shall coordinate all aspects of the work, to include data collection, research, topographic verification and analysis, preparation of monthly progress reports, provide updates to the City via telephone and email as needed throughout the project;
 - b. Progress meetings. Progress meetings are required at least monthly, either in person or via conference call. Four additional progress meetings should be planned for in the event that such meetings are needed. The Consultant shall prepare meeting minutes for each progress meeting for review, comment, and approval by the City;

- c. Quality Assurance/Quality Control. The Consultant shall perform QA/QC on all deliverables submitted to the City and other reviewing agencies. The Consultant shall provide a description of their QA/QC program as a part of their proposal. The selected Consultant shall conduct a Quality Control review of all work conducted under this project and the Consultant shall provide a P.E. *not involved with the design* to complete an independent Quality Assurance review of work product submitted to the City. Documentation of QA/QC reviews shall be provided to the City in a format acceptable to the City.
- d. Review of Existing Information. Review and evaluate existing information pertinent to the Cache la Poudre RiskMap. This information includes, but is not limited to, the following:
 - i. The Preliminary Cache la Poudre Risk Map HEC-RAS model, on behalf of Colorado Water Conservation Board (AECOM, 2019);
 - ii. Post-flood LiDAR (State of Colorado, 2013);
 - iii. City of Greeley LiDAR (2020, if purchased);
 - iv. Cache la Poudre RiskMap Model Technical Comments (Ayres Associates, 2018 and 2019);
 - v. Cache la Poudre RiskMap Hydrology Report (Anderson, 2014);
 - vi. Geographic Information Systems (GIS) data within the basin

The City will provide the successful Consultant copies of the reports and data listed above. The reports will not be provided prior to contract award. Some GIS data is available for direct download at <http://greeleygov.com/government/gis/gis-data-downloads>.

Other GIS data can be obtained from the City of Greeley GIS Division. See <http://greeleygov.com/government/gis> for contact information.

2. Alternatives Analysis.

The information reviewed in Task 1 shall be evaluated for any potential significant errors, omissions, and potential alterations in modeling in accordance with best practices within the industry such that the City could produce an appeal or LOMR to reduce floodway or Base Flood Elevation impacts in the locations identified by the City.

- a. Locations. The consultant shall review all resources pertaining to the RiskMap at the following five locations at minimum, as shown in Exhibits 6-10 of this RFP.
 - i. Island Grove Regional Park
 - ii. Clayton Neighborhood/Rodarte Center
 - iii. E. 8th Street
 - iv. Water Pollution Control Facility
 - v. 35th Avenue/Stoneybrook
 - vi. The consultant may identify additional locations worth further investigation during Task 1. If any location not otherwise identified above is identified by the consultant, the consultant shall notify the City in writing which location and which potential alternatives may be worth exploring. The consultant shall not investigate additional locations without written approval from the City.
- b. Alternatives. The consultant shall review all resources pertaining to the RiskMap against all identified appeal and LOMC alternatives for all locations.
 - i. Hydrologic methodology
 - ii. Hydraulic methodology
 - iii. Topographic data (LiDAR at Cross-sections)

- iv. Floodway boundaries optimization
 - v. Floodplain boundaries optimization
 - vi. Any additional technical evaluation as recommended by the selected consultant in writing and approved by the City.
- c. Deliverables from Alternatives Analysis shall come in two formats.
- i. Alternatives Analysis Summary Memorandum. This memorandum shall include a matrix of all five locations identified by the City for investigation and any other locations identified by the consultant. The memorandum shall clearly establish the recommended paths forward at each location as a narrative. Additional supporting documentation, modeling files and exhibits are not required for this submittal. The City may stop the project and terminate the contract should no viable alternatives be recommended at this stage.
 - ii. Alternatives Analysis Final Report. This report shall incorporate comments from the City on the Alternatives Analysis Summary Memorandum and supplement with supporting exhibits, modeling files, mapping files and calculations.
- d. Hydraulic Models and Electronic File Formats. Numerical models prepared for this study shall utilize the following software packages. Alternative packages may be proposed by the Consultant, but input and output files shall be compatible with the packages listed below:
- 1) HEC-RAS 5.0.7
 - 2) HEC-HMS 4.3
- f. Mapping documents may be prepared in either geographic information systems (GIS) or computer-aided design (CAD) formats, subject to the following restrictions:
- 1) GIS files shall be in formats compatible with ArcGIS, version 10.3.
 - 2) CAD files shall be in a format compatible with AutoCAD 2019.
 - 3) Layer and symbology conventions shall be approved by the City.

3. Appeals Package

If tasks performed in Tasks 1 and 2 result in the recommendation of a technical appeal to FEMA prior to adoption of the RiskMap, the consultant shall assist the City in submittal during the appeal period. Appeals packages should be compliant with the FEMA bulletin titled ["Appeals and Comments: Required Support Data and Documentation for Property Owners."](#)

- a. For the purposes of the proposed bid prices for services, proposals shall assume assistance with submitting one technical appeal of medium complexity.

4. Conceptual Design

If tasks performed in Tasks 1 and 2 result in the recommendation of a construction project and subsequent submittal of an LOMC to FEMA, Task 4 shall be implemented for projects selected by the City. Any such project must be consistent with industry best practices and FEMA requirements for Letters of Map Change.

- a. Conceptual Design Drawings. The Consultant shall prepare conceptual design drawings at the 30% level for City review and approval. The conceptual design of the selected alternative(s) shall be presented in layout and plan-and-profile (if appropriate) drawings on 22x34 drawings

at a scale of 1 inch = 100 feet or less. The format of the drawings shall be in a format acceptable to the City and specimens of acceptable formats shall be presented by the City to the Consultant

- b. Conceptual Design Opinion of Probable Cost. The Consultant shall prepare a list of pay items and unit costs relevant to the project for City review and approval. The approved unit prices shall be used by the Consultant to prepare an opinion of probable cost of the project at the 30% design level.
- c. Encroachment Analysis. The Consultant shall prepare an encroachment analysis based upon the submitted conceptual design, to include a floodplain exhibit demonstrating changes in floodplain and floodway extents, and an evaluation of Water Surface Elevations for the Presumed Effective (Draft Risk Map model), Duplicate Effective, Corrected Effective, Existing (LiDAR), and Proposed models.
- d. Conceptual Design Floodplain Memorandum. The Consultant shall prepare a floodplain memorandum summarizing the encroachment analysis for each conceptual design, complete with the Hec-Ras model and floodplain exhibit demonstrating changes in each floodplain zone and floodway boundary. This memorandum shall also summarize the scope of the conceptual design project.
- e. Hydraulic Models and Electronic File Formats. Numerical models prepared for this study shall utilize the following software packages. Alternative packages may be proposed by the Consultant, but input and output files shall be compatible with the packages listed below:
 - 1) HEC-RAS 5.0.7
- f. Mapping documents may be prepared in either geographic information systems (GIS) or computer-aided design (CAD) formats, subject to the following restrictions:
 - 1) GIS files shall be in formats compatible with ArcGIS, version 10.3.
 - 2) CAD files shall be in a format compatible with AutoCAD 2019.
 - 3) Layer and symbology conventions shall be approved by the City.
- g. Technical Specifications and Project Special Provisions. The Consultant shall use the following technical specifications for this project:
 - i. City of Greeley, Colorado, Department of Public Works (2015), Design Criteria and Construction Specifications Streets Volume I
 - ii. City of Greeley, Colorado, Department of Public Works (2008), Design Criteria and Construction Specifications Storm Drainage Volume II
 - iii. City of Greeley, Colorado, Department of Public Works (2008), Design Criteria and Construction Specifications Potable Water Distribution, Sanitary Sewer Collection, and Non-Potable Irrigation Systems Volume III
 - iv. CDOT Standard Specifications for Road and Bridge Construction (2017)
 - v. Urban Drainage Flood Control District Specifications
 - vi. Where necessary, the Consultant shall identify any project technical specifications necessary.
 - vii. The Project Special Provisions (Section 00630) and Technical Specifications table of contents shall be submitted by the Consultant for City review and approval with the Preliminary Design Report.

- h. For the purposes of the proposed bid prices for services, proposals shall assume services include two conceptual grading plans of low complexity.

5. Final Design and LOMC Assistance

A projects identified in Task 4 for Final Design, Construction and completion of a LOMC shall *not* be part of this contract. The City shall evaluate the results of Tasks 1-4 and schedule final design and LOMR assistance as appropriate.

6. Schedule of Deliverables.

Work product deliverables shall be as follows:

- a. Alternatives Analysis Memo. Two (2) copies printed on 8.5-in by 11-in paper and bound Exhibits may be printed on 11-in by 17-in paper. One electronic copy in Adobe Portable Document (PDF) format. One electronic copy in Microsoft Word.
- b. Alternatives Analysis Report (if necessary). Two (2) copies printed on 8.5-in by 11-in paper and bound. Exhibits may be printed on 11-in by 17-in paper. One electronic copy in Adobe Portable Document (PDF) format. One electronic copy in Microsoft Word.
- c. Appeals Package (if necessary). Two (2) copies printed on 8.5-in by 11-in paper and bound. Exhibits may be printed on 11-in by 17-in paper. One electronic copy in Adobe Portable Document (PDF) format. One electronic copy in Microsoft Word. The Appeals package must comply with FEMA's requirements for technical appeals.
- d. Conceptual Design Floodplain Memorandum (if necessary). Two (2) copies printed on 8.5-in by 11-in paper and bound. Exhibits may be printed on 11-in by 17-in paper. One electronic copy in Adobe Portable Document (PDF) format. One electronic copy in Microsoft Word.
- e. Conceptual Design Plans (if necessary). Two (2) copies printed on 11-in by 17-in paper and bound, one of which shall be sealed by the Consultant. One sealed electronic copy in Adobe Portable Document (PDF) format.
- f. Technical Specifications (if necessary). Two (2) copies printed on 8.5-in by 11-in paper and bound, one of which shall be sealed by the Consultant. Exhibits may be printed on 11-in by 17-in paper. One sealed electronic copy in Adobe Portable Document (PDF) format. One electronic copy in Microsoft Word.
- g. Bid Tabulation (if necessary)
- h. Engineer's Opinion of Probable Cost (if necessary).
- i. Electronic files shall be submitted on electronic media of appropriate capacity. Flash drives and external hard disk drives shall be compatible with the USB 3.0 standard, backward-compatible to the USB 2.0 standard.

B. Preliminary Project Schedule Period of Award

The project schedule may vary and is dependent upon completion of milestones for the RiskMap PMR. Given the current RiskMap schedule, the City desires that the project follow the schedule below:

- Notice-to-Proceed - 1/2/2020
- Information Gathering, Review – 1/2/2020 – 5/1/2020
- Alternatives Analysis – 5/1/2020 to 9/1/2020
- Alternatives Analysis Summary Memorandum Submittal – 9/1/2020
- Finalize Alternatives Analysis – 9/1/2020 – 11/1/2020
- Alternatives Analysis Report Submittal – 11/1/2020
- Appeals Package Preparation – 9/1/2020 to 1/1/2021
- Appeals Package Submittal – 1/1/2021
- Conceptual Design Preparation – 9/1/2020 to 1/1/2021
- Conceptual Design Report, Plans, and specifications – 1/1/2021

The completion date of providing the required professional services shall be January 1, 2021 and may be extended based upon extension of RiskMap schedule.

Final design and submittal of LOMC's associated with selected alternatives are not included within the scope of this RFP. However, conceptual design is intended to complete no later than 12 months prior to adoption of the RiskMap, currently scheduled for February 2022, to allow for final design, bidding, construction and submittal of the LOMC.

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

C. Minimum Mandatory Qualifications of Offeror

Consultants competing for the award of this project shall have the following minimum qualifications:

1. The Consultant shall have completed at least three (3) floodplain modelling projects in the last two (2) years.
2. The Consultant shall have completed at least two (2) Letter of Map Revision projects, as approved by FEMA, in the last five (5) years.
3. The Consultant's project manager shall have managed at least two (2) floodplain modelling projects and one successful LOMR project in the last five (5) years.
4. The Consultant shall have a mix of project experience from both public sector and private sector projects that demonstrates a familiarity with Federal Emergency Management Agency policies, modelling and mapping standards. Such experience does not have to come from stormwater projects, but may consist of land development and transportation projects as well.

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 #FL19-11-098

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:

- Three (3) Hard Copies of Proposal, One (1) Digital Copy of Proposal (pdf) 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 Title: CACHE LA POUFRE RISKMAP SUPPORT

RFP Number: FL19-11-098

Due Date and Time: December 10, 2019 by 2:00 p.m. local time

SECTION V. RESPONSE FORMAT

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

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

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).

Along with the cover letter, complete and include the form provided in Exhibit 1.

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. Statement of Qualifications

Describe your company's qualifications to perform the work described in Section II. Ensure that your description demonstrates how your company meets or exceeds the Minimum Mandatory Qualifications. Include an itemized description of how your company meets or exceeds each of the minimum mandatory qualifications outlined below. The successful firm will demonstrate conclusively how the company exceeds these minimum mandatory qualifications and will also communicate additional qualifications that would bring additional value to the project. Failure to meet or exceed the following minimum requirements, which are stated in Section II.C, will disqualify your response.

1. Firm's Related Experience: State firm's particular abilities, experience, and qualifications related to this project.

2. Results of Previous Projects: Provide information from at least three (3) projects of similar scope. Include, at a minimum, the following information:
 - a. Client/company name,
 - b. Contact name,
 - c. Phone number,
 - d. Fax number,
 - e. Email address,
 - f. Brief description of project,
 - g. Status of project,
 - h. Results of the project.

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

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

D. Proposed Scope and Schedule of Services

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

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

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 City will either enter negotiations with the highest ranked firm, or a short-listed group of firms will be invited for an interview and presentation.

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.

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

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

1. Firm's related experience. (25 Points)
2. Results of previous projects. This criterion may include reference checks. (10 Points)
3. Evaluation of the qualifications of assigned personnel. (25 Points)
4. Firm management to include Quality Control/Quality Assurance program, budget controls, and cost controls. (5 Points)
5. Understanding of project requirements and project approach/ proposal. (20 Points)
6. Familiarity with the local area and the project. (5 Points)
7. Ability to complete the work in the required time frame, considering firm's current and projected workloads. (5 Points)
8. Firm's proposed cost of services. (5 Points)

B. Negotiation with Selected Firm

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

C. Determination of Responsibility of the Offeror

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

The City of Greeley's Municipal Code defines a "Responsible Offeror" as one who has "the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which

will assure good faith performance.” The City reserves the right to request information as it deems necessary to determine an offeror’s responsibility. If the offeror fails to supply the requested information, the City shall base the determination of responsibility upon any available information or may find the offeror non-responsible if such failure is unreasonable.

**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
Andrew Fisher, Project Manager
1001 9th Avenue
Greeley, CO 80631
Ph: 970-350-9797
Fax: 970-336-4019
Email: Andrew.Fisher@GreeleyGov.com

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

City Attorney-Doug Marek

Certification of Contract
Funds Availability

Director of Finance-Renee Wheeler

**EXHIBIT 4
DEBARMENT FORM**

CACHE LA POUDRE RISKMAP SUPPORT
RFP Number: FL19-11-098

Debarment/Suspension Certification Statement

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

DUNS # (Optional) _____

Name of Organization _____

Address _____

Authorized Signature _____

Title _____

Date _____

**EXHIBIT 5
DOCUMENT REFERENCES**

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

AECOM (2019), Project 60507094. Cache la Poudre RiskMap Study Reports and Modeling files.

Anderson Consulting Engineers, Inc. (2014), Cache la Poudre River Watershed Riskmap Flood Study – Larimer and Weld Counties, Colorado Hydrologic Modeling Report.

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

City of Greeley, Colorado, 2060 Comprehensive Plan

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

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

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

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

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

Federal Emergency Response Agency (2017), Appeal and Comment: Data Required for Property Owners. [“Appeals and Comments: Required Support Data and Documentation for Property Owners.”](#)

U.S. Department of Commerce National Oceanographic and Atmospheric Administration (2013), NOAA Atlas 14 Precipitation-Frequency Atlas of the Western United States Volume 8 Version 2.0: Midwestern States, Retrieved from <http://www.nws.noaa.gov/oh/hdsc/currentpf.htm>

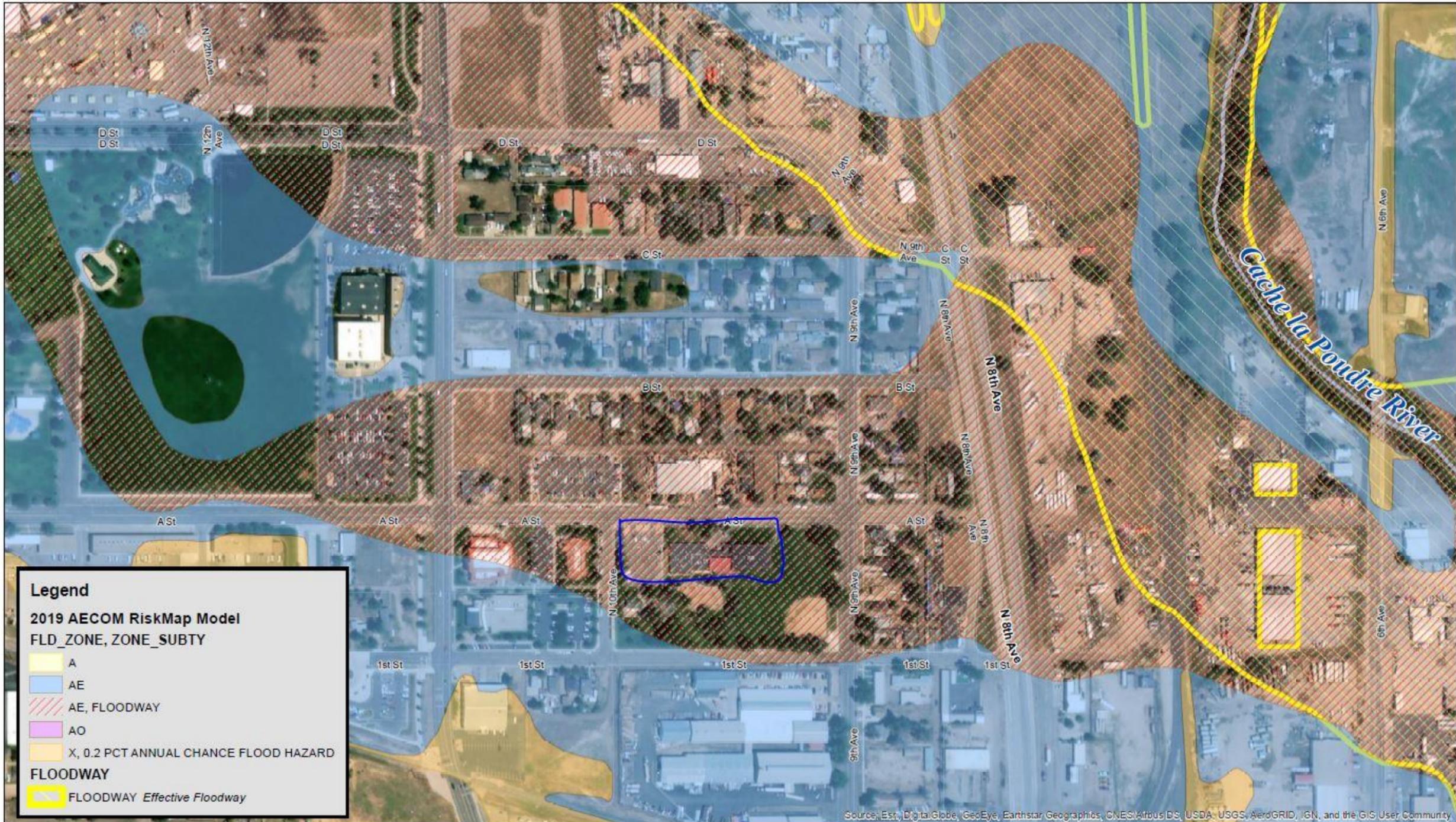
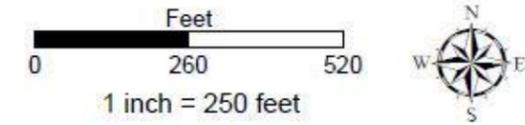
US. Army Corps of Engineers (2016), Cache la Poudre Effective Hydraulic Model and Maps.

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

**EXHIBIT 7
CLAYTON NEIGHBORHOOD/RODARTE CENTER**

**Draft Poudre Floodplain (2019)
Clayton Neighborhood/Rodarte Center**


Date: 7/30/2019
By: City of Greeley, Andrew T. Fisher
File: Riskmap 2019.mxd



Legend

2019 AECOM RiskMap Model
FLD_ZONE, ZONE_SUBTY

- A
- AE
- AE, FLOODWAY
- AO
- X, 0.2 PCT ANNUAL CHANCE FLOOD HAZARD

FLOODWAY

- FLOODWAY *Effective Floodway*

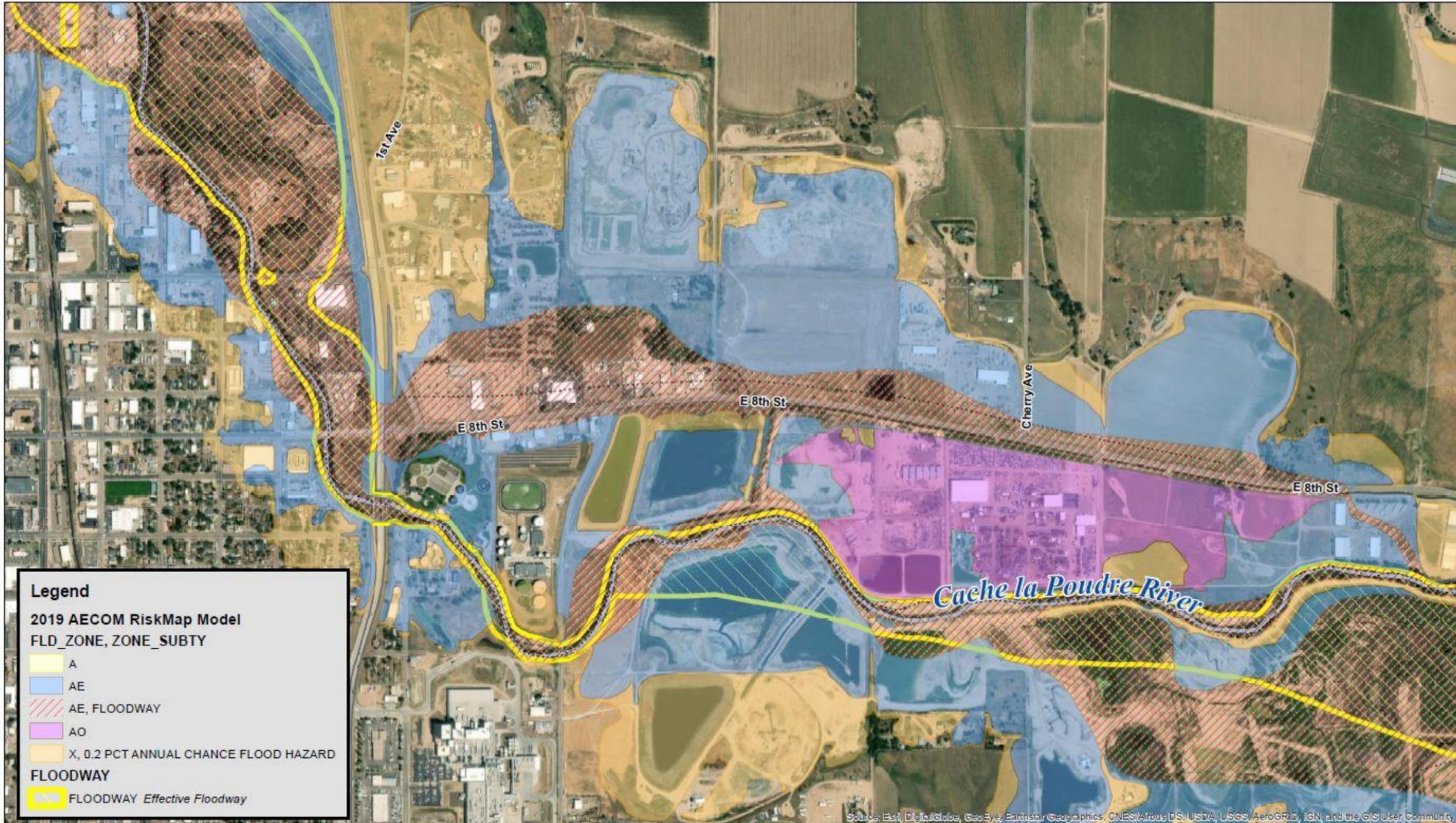
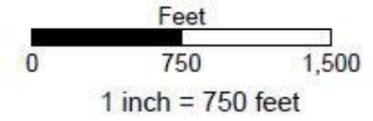
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

**EXHIBIT 8
EAST 8TH STREET**

**Draft Poudre Floodplain (2019)
East 8th Street**



Date: 7/29/2019
By: City of Greeley, Andrew T. Fisher
File: Riskmap 2019.mxd

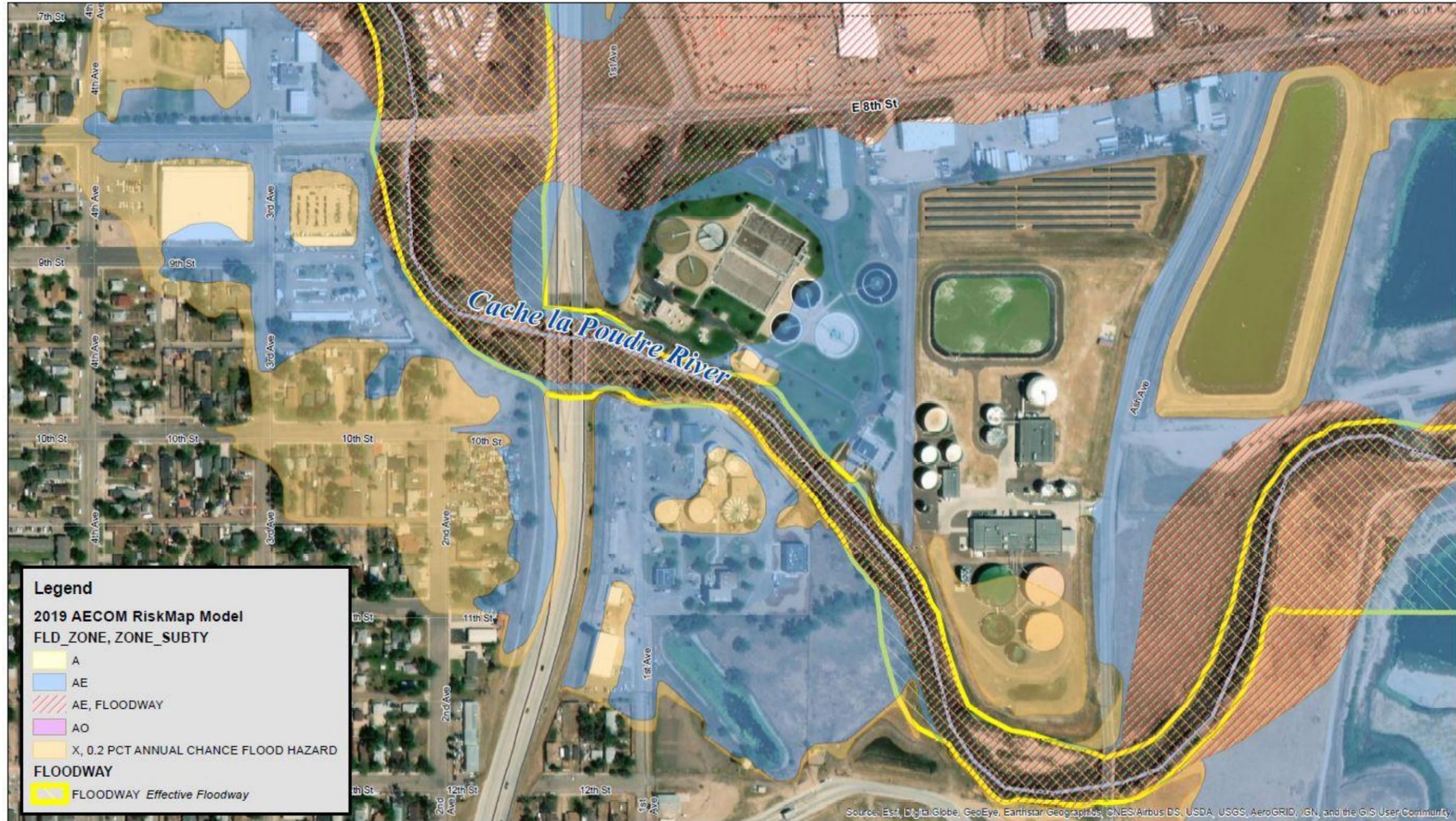
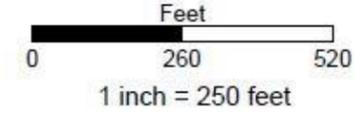


Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

**EXHIBIT 9
WATER POLLUTION CONTROL FACILITY**

City of Greeley
 Date: 7/30/2019
 By: City of Greeley, Andrew T. Fisher
 File: Riskmap 2019.mxd

**Draft Poudre Floodplain (2019)
Water Pollution Control Facility**

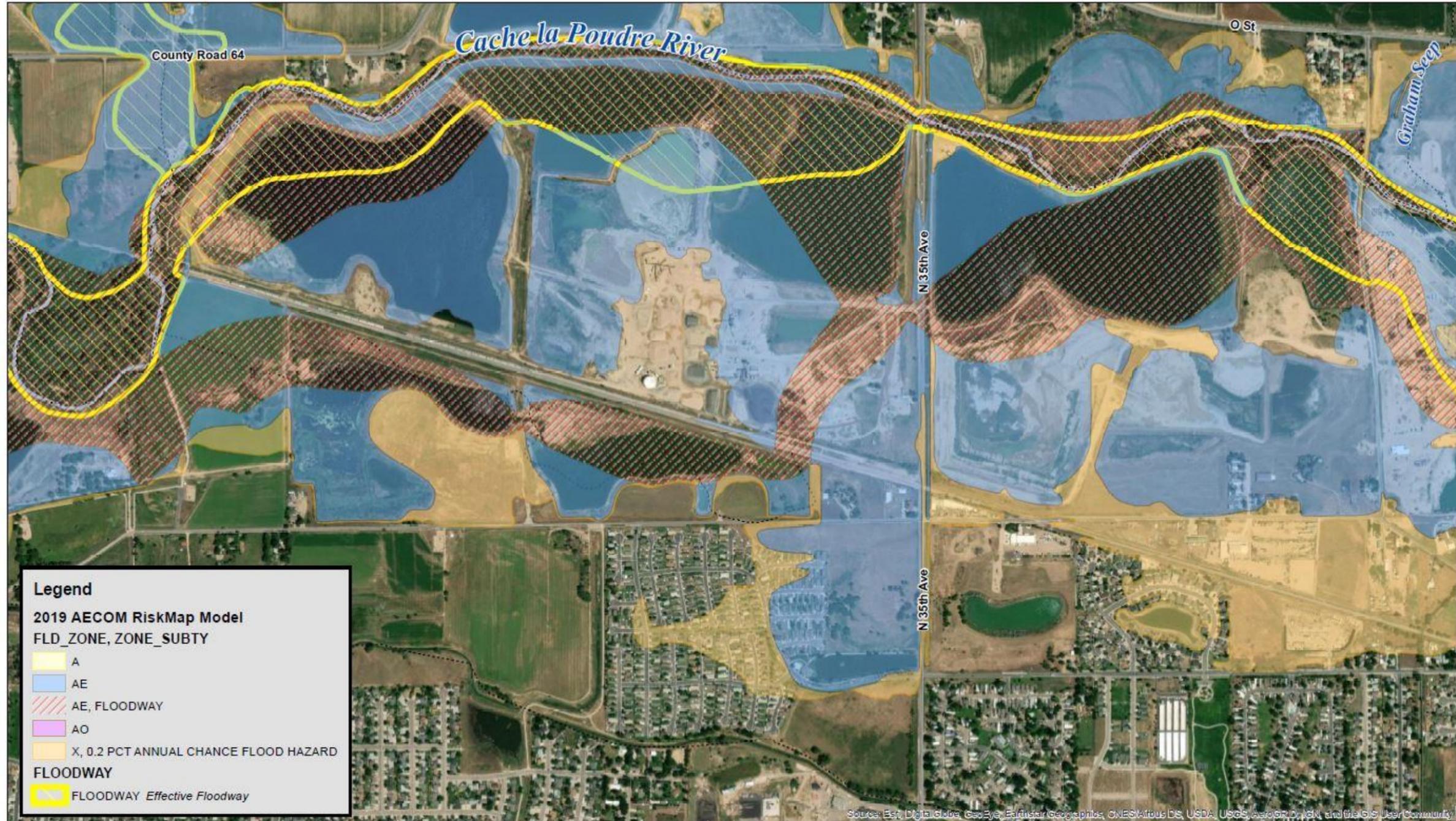
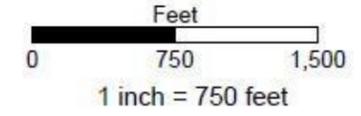


Source: Esri, DeLorme, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

EXHIBIT 10
35th AVENUE / STONEYBROOK NEIGHBORHOOD

City of Greeley
 Date: 7/30/2019
 By: City of Greeley, Andrew T. Fisher
 File: Riskmap 2019.mxd

Draft Poudre Floodplain (2019)
35th Avenue/Stoneybrook



Legend

2019 AECOM RiskMap Model
FLD_ZONE, ZONE_SUBTY

- A
- AE
- AE, FLOODWAY
- AO
- X, 0.2 PCT ANNUAL CHANCE FLOOD HAZARD

FLOODWAY

- FLOODWAY *Effective Floodway*

Sources: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community