

**SECTION 00110**  
**RFP #FL19-10-089**

**REQUEST FOR PROPOSALS**

The City of Greeley, Colorado under Section 4.20.090 "Competitive Sealed Proposals" is soliciting proposals for DEVELOPMENT IMPACT FEES STUDY. **Sealed** proposals must be received at City Hall, Attention: Renee Wheeler, 1000 10<sup>th</sup> Street, Greeley, CO 80631 **before November 12, 2019, at 5:00 p.m.** No late, faxed or electronic bids will be accepted.

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

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

No proposals shall be withdrawn for a period of sixty (60) days after receipt of proposals.

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

Questions pertaining to the project may be directed to Renee Wheeler at [renee.wheeler@greeleygov.com](mailto:renee.wheeler@greeleygov.com) no later than November 6, 2019.

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

Greeley Site  
October 21, 2019

# **CITY OF GREELEY**

**RFP# FL19-10-089**

## **REQUEST FOR PROPOSALS**

### **DEVELOPMENT IMPACT FEES STUDY**



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## INTRODUCTION

The City of Greeley is requesting proposals from qualified consultants for the purpose of conducting a 2019 Development Impact Fee Study (hereinafter “Project”).

The goals of this project include, but may not be limited to:

1. Analyze and recommend methodologies to determine the assessment of impact fees, including current methodology and any recommended alternatives.
2. Analyze and recommend appropriate and impact fees to fund the City’s Capital Improvement needs as it relates to growth and development.
3. Analyze and recommend an annual escalator to apply to all fees between impact fee studies to offset the cost of constructing infrastructure assets.
4. Provide impact fee rate comparisons with surrounding public entities.

## SELECTION PROCESS AND TIMELINE

Request for Proposal Advertisements:	October 21, 2019
Proposals due	November 12, 2019
Selection Process	December, 2019
Kick Off Meeting	January 8, 2020

All Questions shall be directed to:

**Renee Wheeler, Finance Director**

**1000 10<sup>th</sup> Street**

**Greeley CO 80631**

**[Renee.Wheeler@greeleygov.com](mailto:Renee.Wheeler@greeleygov.com)**

**970.350.9732**

**All Proposals are due November 12, 2019 before 5:00 P.M.** One paper copy and one electronic copy on a flash drive is required.

## TERMS AND CONDITIONS

- By submitting a proposal, a firm certifies that it has fully read and understands this RFP and is able to provide all types of services that are requested.
- The cost of preparing this response shall be borne by the preparer.
- The response shall be prepared simply and economically and shall be straightforward and concise in content.
- The City reserves the right to request clarification of information submitted and to request additional information from any responding firm.
- The response shall strictly adhere to the proven capabilities of the proposer to meet the requirements set forth in the RFP.
- The City reserves the right to reject any or all responses, to waive any informality in a response, and/or to accept those responses that are in the best interest of the City.
- The firm selected shall submit its proof of liability insurance coverage upon contract execution.

- The City reserves the right to award the contract to the next most qualified firm if the selected firm does not execute a contract within thirty (30) days after the award of the proposal.
- Any proposal submitted will constitute an irrevocable offer, for a period of ninety (90) days, to sell the City the services set forth in the enclosed specifications.
- If, through any cause, the firm shall fail to fulfill in a timely and proper manner the obligations agreed to, the City shall have the right to terminate its contract by specifying the date of termination in a written notice to the firm at least thirty (30) days before termination date. In this event, the firm shall be entitled to just and equitable compensation for any satisfactory work completed.
- The City reserves the right to reject any agreement that does not conform to the RFP and to any City requirements for agreements and contracts.
- The firm shall not assign any interest in the contract and shall not transfer any interest in the same without the City's prior written consent.
- No reports, information or data given to or prepared by the firm under the contract shall be made available to any individual or organization by the firm without the City's prior written approval.
- The RFP requires responding firms and their subcontractors to state that to the best of their knowledge there are no circumstances that shall cause a conflict of interest in performing the services to the City of Greeley. The successful firm(s) will be required to sign statements regarding conflict of interest and contingency fees.
- The firm selected understands that all replacement personnel who may be assigned to perform services for the City are subject to City approval. Replacement personnel should have education and experience equivalent to the individual whom they replace, or at least of a level sufficient, in the City's judgment, to perform its duties well. Resumes of replacement personnel are to be submitted to the City for review. The City reserves the right to interview replacement personnel prior to approving them.

## SCOPE OF SERVICES

The City has the following types of Impact Fees, including the term, "Plant Investment Fees" for the utilities:

- Road/Transportation
- Public Safety/Police
- Fire
- Parks
- Trails
- Water
- Sewer
- Storm Water

The current fees are governed by the Duncan Associates December 2014 Impact Fee Study and are codified in chapters 4.64 and 18.40.040 of the Greeley Municipal Code. An Economic Adjustment Factor (EAF) is applied to the Transportation, Police, Fire, Park, Trails, and Storm Water Fees. The study is available on the City's website and former studies can be provided upon request. [Duncan Associates 2014 Impact Fee Study](#). The posting of current fees can be found at [www.greeleygov.com/services/building-inspection](http://www.greeleygov.com/services/building-inspection).

The Plant Investment Fees for the Water and Sewer Utilities are established annually in the rate setting process. It is probable that the Water and Sewer utilities will be established for 2020. *This study will review the process and make recommendations for any future changes.* It is the expectation that the selected firm have expertise in utility development fees or that they sub-contract to a firm that has the expertise. The City of Greeley endeavors to ensure that there is a comprehensive study of all development fees and it is understood that there is a particular expertise needed for utility development fees and general government development fees.

## Study Elements and Format for Response

The response to this request for proposal should include the format below that demonstrates the proposed project plan with at a minimum the project elements below, and it must also include a public engagement element to ensure that all stakeholders are engaged in the process. The study should be complete for presentation at the August 25, 2020 City Council work session with materials for that city council packet by August 17, 2020.

Task	Date (the "Week of")	Responsible Party	Required Hours/Cost
<b>Kick Off Meeting.</b> Determine materials that will be required; review timeline; other needs as identified.			
<b>List of Best in Practice Methodologies.</b> A presentation of the different methodologies that can be used to establish Impact Fees			
<b>Methodology Recommendations.</b> Recommendation to City staff on the methodology appropriate for each type of Impact Fee			
<b>Methodology Selection.</b> Staff selects methodology for each type of Impact Fee.			
<p><b>Identification, Collection and Analysis of Data.</b> In this phase the City will provide the following information; the Consultant is responsible for critical analysis of the City's information based upon the Consultant's expertise in accomplishing this work for other governmental units.</p> <p>For each type of Impact Fee, the following must be provided by the selected firm. The following includes, but is not limited to:</p> <ul style="list-style-type: none"> <li>• Review of Level of Service.</li> <li>• Review of any Master Plans.</li> </ul>			

<ul style="list-style-type: none"> <li>• Review identified capital needs over the next ten years.</li> <li>• Review of residential and non-residential growth patterns. Consultant is responsible for adding analytical review of city's projections.</li> <li>• Analyze past collections for identified capital projects and determine a way to measure collections against capital needs in the past five years.</li> </ul>			
<b>Development of Fee/Rate Model(s)</b>			
<b>Fee Survey.</b> A report needs to be provided on fees and methodologies used by other local governmental bodies in the front range.			
<b>Public Engagement Plan.</b> A plan for the communication strategy to educate and seek input from the development community.			
<b>Fee Recommendations Report:</b> This is the main report. Besides identifying all the levels of fees for a period of five years, the report must include comparisons with other local governmental bodies. The Consultant can recommend fee policies for future implementation.			
<b>Discussion of Fee Recommendations</b>			
<b>Completion of Final Report:</b> After recommendations are discussed between Staff and Consultant, the Consultant will issue a final report.			
<b>Fee Recommendations to Council</b>			
<b>Fee Adoption</b>			

The City will need sufficient information in order to defend all fees charged. The following must be included in the Fee Recommendations Report:

- Identify the Consultant's use any proprietary or earlier developed software to develop assumptions;
- Assumptions and bases for assumptions;
- Legal basis for proposal and settled methodology;
- Level of service assumptions and bases for assumptions;
- Description of new development and impact of the development on current city facilities; and
- Fee recommendations should be in a table format.

## **INSTRUCTIONS AND COMMENTS**

### **Timeline for the Proposal Decision Process**

The selection is expected to be complete as noted in the earlier table during the month of December, 2019.

### **Proposal Requirements**

There will not be a Pre-Bidders' Conference. All questions will be maintained and all bidders will receive all questions and responses to the same.

Only one response is permitted from each firm.

One paper copy and one electronic copy on a flash drive is required.

All Proposals must be delivered by November 12, 2019 before 5:00 p.m. at City Hall 1000 10<sup>th</sup> Street, Greeley, Colorado.

A cross functional team from all departments that collect impact fees will be responsible for reviewing the proposals. Interviews will be conducted, if necessary. Please include the following information in the order it is listed below.

### **General Information:**

- Name of Firm
- Address of Firm's Headquarters
- Address of Local Office (if any)
- Primary Contact(s) Assigned to this Account: phone and email.
- Size of Firm
- Founding Date of Firm
- Resumes of Primary Contact resumes with relevant information regarding this project

### **Qualification of Firm**

List the team to accomplish the work of the Request for Proposal, including subcontractors/consultants. Describe who will perform the various elements of the work, the extent of their involvement, their responsibilities and their qualifications. At a minimum, provide three examples of work accomplished similar to this scope of work. Show ability to complete the work.

### **Approach to Services**

In the RFP, please provide a succinct description of how your firm would approach the work identified in the Scope of Services. Submitters are encouraged to suggest alternative approaches, particularly in regards to water, sewer and storm water plant investment fees. Indicate methodology for collecting data on comparative information. Propose your timeline in the table format listed above in the Study Elements and format for response, complete with dates that the firm believes will best meet the August deadlines noted. Note any deliverable risks associated with the timeline that your firm is proposing and any challenges with the scope or other challenges discovered in past projects of this nature.

### **Client References**

- Provide three government client references with a statement that the City of Greeley may contact the references.
- Reference information must include:
  - Name of Government Client



- Services Provided
- Date(s) of Services
- Client Contact Name
- Client Email and Phone Information

## Liability Insurance Coverage

Provide a detailed description of your firm's liability/errors and omissions insurance, including dollar value of coverage. You may include a copy of your Certificate of Insurance.

## MONETARY PROPOSAL

Under the Scope of Services is a table of all the discreet tasks, as identified to date. Please complete the table with costs. If the consultant identifies additional work that has to be completed, please add them to the table, as well as additional costs.

All travel and/or additional costs associated with meetings must be identified.

## EVALUATION

To provide some consistency in the evaluation process, Proposals should be in a format similar to the order in the above section, "Instructions and Comments."

The City will form an evaluation committee consisting of persons from various selected City Departments to assist in the evaluation and ranking of proposals. The City may follow the recommendation of such committee or make a selection upon its own evaluation.

Following the receipt of submissions, the City may request additional information from the submitters. The City reserves the right to select an entity or individual solely on submitted proposals. However, following the initial ranking, the City may elect to interview top-ranked firms.

The City intends to consider all proposals in terms of the public interest and the financial and professional ability of submitters to implement such proposals. The City may, at its discretion, select such submitters as it deems to be in the public interest and to meet its needs. It may proceed with further selection processes. Or, it may not select any submission. Any individual or entity submitting information will be deemed to have consented to the process herein.

Submissions shall not constitute a business agreement with the City. The City will not reimburse any costs incurred by individuals or firms responding to the RFP. All submissions shall comply with applicable federal, state and local laws and regulations.

Proposals received shall be evaluated based on the following criteria:

- Qualifications, availability and technical competence of the firm and the personnel proposed in the areas of impact fee studies for public safety, transportation, fire protection, utilities, storm water, trails and parks. 35 points
- Organization and approach to the Project. 15 points
- Experience and past performance of the firm and its proposed personnel, including such factors as *quality of work, control of costs and ability to meet schedules*. 25 points

- Experience in presiding, presenting and facilitating meetings with the staff, Council members and, stakeholders, such as developers and builders. 10 points
- Cost. 15 points

## INFORMATION ABOUT THE CITY OF GREELEY

The City of Greeley is a home rule City as the State of Colorado defines. “Home rule” is a form of government under the control of local citizens rather than the State of Colorado. All governmental activities are under local control, including the ability to set various fees, utility rates and issue debt. In Colorado, municipal home rule derives its authority directly from the Colorado Constitution. It affords cities and towns who adopt a local charter 1) freedom from the need for state enabling legislation and 2) protection for state interference in “both local and municipal matters.” <sup>1</sup>

The City Council appoints the City Manager as the administrative leader for the City. The City Manager is responsible for all administrative functions of managing a city with highlights including: enforcement of all City laws and ordinances; preparation of the Budget and its implementation and advise the Council on the City’s financial condition and future needs.

The City of Greeley is a City Manager form of government, with six Council members and one mayor as the policy leaders of the City. As with all home rule cities in the State of Colorado, the Council’s legislative powers include all actions that are not forbidden by the United States Constitution or the State Constitution. The City Council, in particular, is responsible for all land use and financial policy direction, including the adoption of any debt.

Information about the City of Greeley can be found on the City’s website ([www.greeleygov.com](http://www.greeleygov.com)) and more specifically the City’s Community Development Long Range Planning page: [City of Greeley Long Range Planning](#).

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<sup>1</sup> Colorado Municipal League

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, subcontractors, suppliers or employees in the performance of services under this Contract. Such duty to indemnify and save harmless the CITY shall be for an amount represented by the degree or percentage of negligence or fault attributable to the CONSULTANT its agents, servants, subcontractors, suppliers or employees. If the CONSULTANT is providing architectural, engineering, design, or surveying services, the obligation to indemnify and pay costs, expenses, and attorneys' fees, is limited to the amount represented by the degree or percentage of negligence or fault attributable to the CONSULTANT, or the CONSULTANT'S agents, representatives, employees, servants, subcontractors, or suppliers as determined by

adjudication, alternative dispute resolution, or otherwise resolved by mutual agreement between the Contractor and the City. The CONSULTANT's indemnification obligation shall not be construed to extend to any injury, loss, or damage caused by the City's own negligence.

#### ARTICLE 12 - SUCCESSORS AND ASSIGNS

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

#### ARTICLE 13 - REMEDIES

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

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

#### ARTICLE 14 - COLORADO LAW

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

#### ARTICLE 15 - CONFLICT OF INTEREST

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

The CONSULTANT shall promptly notify the CITY in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective

business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the CITY as to whether the association, interest or circumstance would, in the opinion of the CITY, constitute a conflict of interest if entered into by the CONSULTANT. The CITY agrees to notify the CONSULTANT of its opinion by certified mail within 30 days of receipt of notification by the CONSULTANT. If, in the opinion of the CITY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the CITY shall so state in the notification and the CONSULTANT shall, at his/her option, enter into said association, of interest with respect to services provided to the CITY by the CONSULTANT under the terms of this Contract.

#### ARTICLE 16 - EXCUSABLE DELAYS

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the CONSULTANT'S control and without its fault or negligence. Such causes may include, but are not limited to: acts of God; the CITY'S omissive and commissive failures; natural or public health emergencies; labor disputes; freight embargoes; and severe weather conditions. If failure to perform is caused by the failure of the CONSULTANT'S sub-consultant(s) to perform or make progress, and if such failure arises out of causes reasonably beyond the control of the CONSULTANT and its sub-consultant(s) and is without the fault or negligence of either of them, the CONSULTANT shall not be deemed to be in default.

Upon the CONSULTANT'S request, the CITY shall consider the facts and extent of any failure to perform the work and, if the CONSULTANT'S failure to perform was without its fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the CITY'S rights to change, terminate, or stop any or all of the work at any time.

#### ARTICLE 17 - ARREARS

The CONSULTANT shall not pledge the CITY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

#### ARTICLE 18 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONSULTANT shall deliver to the CITY for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the CITY under this Contract.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the CITY or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the CITY'S prior written consent unless required by a lawful order. All



drawings, maps, sketches, and other data developed, or purchased, under this Contract or at the CITY'S expense shall be and remain the CITY'S property and may be reproduced and reused at the discretion of the CITY. The CITY shall indemnify and hold CONSULTANT harmless for any claim or liability arising from any use or reuse of the documents for any purpose other than the project and scope of work for which they were prepared.

#### ARTICLE 19 - INDEPENDENT CONSULTANT RELATIONSHIP

The CONSULTANT is, and shall be, in the performance of all work services and activities under this Contract, as Independent Consultant, and not an employee, agent, or servant of the CITY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONSULTANT'S sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT'S relationship and the relationship of its employees to the CITY shall be that of an independent CONSULTANT and not as employees or agents of the CITY.

The CONSULTANT does not have the power or authority to bind the CITY in any promise, agreement, or representation other than specifically provided for in this agreement.

#### ARTICLE 20 - CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

#### ARTICLE 21 - ACCESS AND AUDITS

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of this Contract. The CITY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CITY'S cost, upon five (5) days written notice.

#### ARTICLE 22 - NONDISCRIMINATION

The CONSULTANT declares and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age, or national origin.

## ARTICLE 23 - SURVIVAL

All covenants, agreements, representations, and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

## ARTICLE 24 - ENTIRETY OF CONTRACTUAL AGREEMENT

The CITY and the CONSULTANT agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms, and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

## ARTICLE 25 - ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs, and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs, and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

## ARTICLE 26 - AUTHORITY TO PRACTICE

The CONSULTANT hereby represents and declares that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

## ARTICLE 27 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Contract, or the application of such terms or provision, to person or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

## ARTICLE 28 - AMENDMENTS AND MODIFICATION

No amendment and/or modifications of this Contract shall be valid unless in writing and signed by each of the parties.

The CITY reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the CITY'S notification of a contemplated change, the CONSULTANT shall (1) if requested by CITY, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the CITY of any estimated change in the completion date, and (3) advise the CITY in writing if the contemplated change shall effect the CONSULTANT'S ability to meet the completion dates or schedules of this Contract.

If the CITY so instructs in writing, the CONSULTANT shall suspend work on that portion of the Work affected by a contemplated change, pending the CITY'S decision to proceed with the change.

If the CITY elects to make the change, the CITY shall issue a Contract Amendment or Change Order and the CONSULTANT shall not commence work on any such change until such written amendment or change order has been issued and signed by each of the parties.

#### ARTICLE 29 - COMPLIANCE WITH C.R.S. § 8-17.5-101

- A. By signing this Agreement, the CONSULTANT certifies that at the time of the Certification, it does not knowingly employ or contract with any Illegal alien who will perform work under this Contract.
- B. By signing this Agreement, the CONSULTANT certifies that it shall not knowingly employ or contract with any illegal aliens to perform work under this contract; nor enter into a contract with any sub-consultant that knowingly employs or contracts with an illegal alien to perform work under this contract.
- C. CONSULTANT has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify program or the Colorado Department of Labor and Employment Program.
- D. The CONSULTANT is prohibited from using the E-Verify program or the Department of Labor and Employment Program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed.
- E. By signing this agreement the CONSULTANT affirmatively acknowledges that if the CONSULTANT obtains actual knowledge that a sub-consultant performing work under the public contract for services knowingly employs or contracts with an illegal alien, the CONSULTANT shall be required to:
  - (i) notify the sub-consultant and the contracting state agency or political subdivision within three days that the CONSULTANT has actual knowledge that the sub-consultant is employing or contracting with an illegal alien; and
  - (ii) terminate the subcontract with the sub-consultant if within three days of receiving the notice required pursuant to sub-subparagraph (i) of this subparagraph

the sub-consultant does not stop employing or contracting with the illegal alien; except that the CONSULTANT shall not terminate the contract with the sub-consultant if during such three days the sub-consultant provides information to establish that the sub-consultant has not knowingly employed or contracted with an illegal alien.

- F. The CONSULTANT shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment.
- G. The CONSULTANT shall, within twenty days after hiring an employee who is newly hired for employment to perform work under this contract, affirm that the CONSULTANT has examined the legal work status of such employee, retained file copies of the Documents required by 8 U.S.C. § 1324(a) , and not altered or falsified the identification documents for such employees. The CONSULTANT shall provide a written notarized copy of the affirmation to the CITY.
- H. If CONSULTANT violates any provision of this Contract pertaining to the duties imposed by Subsection 8-17.5-102, C.R.S. the CITY may terminate this Contract. If this Contract is so terminated, CONSULTANT shall be liable for actual and consequential damages to the CITY arising out of CONSULTANT'S violation of Subsection 8-17.5-102, C.R.S.
- I. By signing this Agreement, the CONSULTANT certifies that it shall in all respects comply with the provisions of C.R.S. § 8-17.5-101, et seq.

#### ARTICLE 30 - ELECTRONIC SIGNATURES

The Contract Documents may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document. The Contract Documents, including all component parts set forth above, may be executed and delivered by electronic signature by any of the parties and all parties consent to the use of electronic signatures.

#### ARTICLE 31 - 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 Full Legal Corporate Name

Approved as to Substance

\_\_\_\_\_  
City Manager-Roy Otto

\_\_\_\_\_  
Authorized Signature

Reviewed as to Legal Form

OFFICE OF THE CITY ATTORNEY

\_\_\_\_\_  
Title

By: \_\_\_\_\_  
City Attorney-Doug Marek

Certification of Contract  
Funds Availability

\_\_\_\_\_  
Director of Finance – Renee Wheeler

ACORD™

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/14/2013

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

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

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

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

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

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

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

## CERTIFICATE HOLDER

## CANCELLATION

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

**RFP# FL19-10-089**  
**DEVELOPMENT IMPACT FEES STUDY**  
**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 \_\_\_\_\_