

CITY OF GREELEY

INVITATION FOR BID

**Bellvue Water Treatment Plant and the Boyd Lake Water Treatment Plant
Water Treatment Plant Solids Removal and Disposal Services**

For

Water and Sewer Department

BID #FL20-03-062

DUE April 22, 2020, BEFORE 2:00 pm



SECTION 00110
RFP #FL20-03-059
REQUEST FOR PROPOSALS

The City of Greeley, Colorado will accept bids for Bellvue Water Treatment Plant and the Boyd Lake Water Treatment Plant Water Treatment Plant Solids Removal and Disposal Services. **Sealed** bids must be received **before April 22, 2020, at 2:00 p.m.**

ONLY ELECTRONIC BID Responses will be accepted during the COVID-19 event.

Instructions for electronic submittal.

Email your BID Response to purchasing@greeleygov.com. Submit your BID response to this email only – please do not email to multiple people. Only email's sent to purchasing@greeleygov.com will be considered as responsive to the request for proposals. Emails sent to other City emails may be considered as non-responsive and may not be reviewed.

Bids shall be submitted on the Bid Form provided in the Bid document.

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.

No bid shall be withdrawn for a period of sixty (60) days after receipt of proposals.

"Public Viewing Copy: The City is a governmental entity subject to the Colorado Open Records Act, C.R.S. §§ 24-72-200.1 et seq. ("CORA"). Any bids/proposals submitted hereunder are subject to public disclosure by the City pursuant to CORA and City ordinances. Vendors may submit one (1) additional complete bid/proposal clearly marked "FOR PUBLIC VIEWING." In this version of the bid/proposal, the Vendor may redact text and/or data that it deems confidential or proprietary pursuant to CORA. Such statement does not necessarily exempt such documentation from public disclosure if required by CORA, by order of a court of appropriate jurisdiction, or other applicable law. Generally, under CORA trade secrets, confidential commercial and financial data information is not required to be disclosed by the City. Bids/Proposals may not be marked "Confidential" or 'Proprietary' in their entirety. All provisions of any contract resulting from this request for proposal will be public information ."

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

Questions pertaining to the project may be directed to Linda Ingram at linda.ingram@greeleygov.com no later than April 15, 2020.

Linda Ingram, Contract Specialist II
City of Greeley, Colorado
Greeley Website – April 1, 2020

SCOPE OF SERVICES – BELLVUE WTP AND BOYD LAKE WTP RESIDUAL SOLIDS DISPOSAL

Scope of Services

The Contractor shall provide services to load, haul, and dispose of water treatment plant residual solids from the City of Greeley’s two (2) water treatment plants (WTP). The water treatment residual solids will consist of natural materials removed from the water sources through aluminum sulfate (alum) coagulation. The alum solids have been tested in accordance with the Colorado Department of Public Health and Environment (CDPHE) Technologically Enhanced Naturally Occurring Radioactive Material (TENORM) policies. CDPHE will provide written confirmation that the residuals may be disposed of without further testing.

	Bellvue WTP	Boyd Lake WTP
Primary Contact (plant supervisor)	Andrew Kabot	Jason Clark
WTP Address	4505 Filter Plant Rd. Bellvue, CO 80512	3119 E. Eisenhower Blvd. Loveland, CO 80537
Location of residual Solids	Intermediate Dry Residual Solids Bed	Intermediate Residuals Storage Facility
TENORM Classification	Tier I	Tier II

The definitions of TENORM classification tiers are as follows:

Tier I materials: Those that when tested have a gross alpha of less than 40 pCi/g, or a combined Radium 226/228 above the background value of less than 3 pCi/g, Uranium above the background value of less than 30 pCi/g, and Thorium above the background value of less than 3 pCi/g may be approved to be disposed of in an approved municipal solid waste landfill.

Tier II materials: Those that when tested have a combined Radium 226/228 above the background value of less than 10 pCi/g, Uranium above the background value of less than 100 pCi/g, and Thorium above the background value of less than 10 pCi/g may be approved to be disposed of in an approved RCRA Subtitle D municipal solid waste landfill.

A detailed summary of disposal tier criteria are outlined in Table 3-1 of the guidance document.

<http://www.cdphe.state.co.us/wq/drinkingwater/pdf/TENORM/FinalPDFMaster.pdf>

The summary of the TENORM Analytical Results for the samples collected from both WTPs is provided in this solicitation.

Schedule

The schedule for the removal and disposal of the residual solids shall be before June 30, 2020. Services shall be performed during operating hours of 7:00 am through 3:30 p.m. Monday-Friday. Prior to performing any services, the Contractor shall coordinate with plant site supervisors.

Equipment and Qualifications

The Contractor shall provide all necessary services, qualified personnel, equipment and supplies to manage and dispose of the residuals, and all required documentation concerning the transportation and final disposal location. The Contractor shall perform work under this Scope in compliance with all applicable local, state, and federal laws and regulations.

The Contractor shall provide at least 3 reference projects (with client contact information) as part of the Bid to demonstrate experience in water treatment plant residuals loading, hauling, and disposal services completed within the last 5 years.

All on-site workers, with the exception of sub-contracted trucking personnel, must be directly employed by the successful bidder. No sub-contracted personnel may be used for heavy equipment operations, on-site work, or supervision.

The Contractor shall hold a current Radioactive Materials License in the State of Colorado at the time of bid submittal. Although levels of radioactivity are low, worker exposure must be documented via personal dosimetry and monitored under the guidance of a radiation protection program and Radiation Safety Officer. All outbound trucks must be radiologically surveyed and documented including in-cab readings by certified and qualified radiation technicians.

Title to Wastes

Title to wastes collected by the Contractor shall be retained by the City as the generator/owner of the waste.

Residuals Solids Disposal Facilities

All residual solids must be disposed of within the State of Colorado at a facility approved by authorized personnel for the City of Greeley. The Tier I residuals solids may be disposed of in any municipal solid waste landfill. The Tier II residual solids must be disposed of in a RCRA Subtitle D municipal solid waste landfill. Contractor shall coordinate with the selected disposal facilities for obtaining approval to use the disposal facility, as required by the CDPHE. Contractor shall furnish a copy of any required State of Colorado approval letter/notice to the City prior to performance of any services in the removal of residual solids.

MISCELLANEOUS REQUIREMENTS

Solidification

The City requires that only residual material meeting the paint filter test be removed and disposed of from the facilities identified in this bid.

Onsite Materials Handling

The Contractor may stockpile residuals inside the confines of the solids drying beds at each water treatment plant but may not move the material outside of these structures (i.e., onto the land surrounding those facilities). Contractor shall be solely responsible for all costs in completing any repairs for correcting damage caused while performing the Work. Any repairs must be inspected and approved by designated City staff (i.e., the plant site supervisors) or City engineer(s).

Invoicing

Contractor/Bidder hereby agrees to the following invoicing requirements: The City requires one invoice to be submitted for payment at the completion of solids removal from each water treatment plant (a total of 2 invoices). The invoices shall be submitted only after the Work has been deemed complete by the City. Each invoice shall have attached to it copies of each individual truck load scale ticket and individual manifest per truck from the landfill/disposal facility for all the residual material disposed of. The invoices shall show an itemized breakdown of the total number of tons delivered to/disposed of at each landfill disposal facility.

Additionally, the payment terms shall be NET 30 days, upon receipt of the invoice by the City that meets the invoicing requirements.

Based on the "Estimated Quantity" in the Bid Form, the City shall only pay for the actual quantities of residual solids removed from each facility. The total amount of residual materials to be removed shall not exceed the listed quantities without prior written approval from the City's.

BID FORM

BID PRICING MUST BE PROVIDED ON THIS FORM. BID PRICING SUBMITTED IN ANY OTHER FORMAT WILL NOT BE ACCEPTED AND WILL CAUSE A BID TO BE REJECTED AS NON-RESPONSIVE.

BID PRICING FOR ALL ITEMS MUST INCLUDE ALL LICENSES, EQUIPMENT, LABOR/PERSONNEL, TRANSPORTATION, MATERIALS, SUPPLIES, DUMPING/DISPOSAL FEES AND COSTS, AND EVERYTHING ELSE NECESSARY TO PERFORM THE REQUIRED SERVICES. NO ADDITIONAL CHARGES WILL BE REIMBURSED AFTER CONTRACT AWARD.

The Contractor has familiarized themselves with the requirements of Bid Requirements issued by the City of Greeley, Colorado, and hereby proposes to furnish the following **Water Treatment Plant Residual Solids Removal & Disposal Services from the Bellvue WTP and Boyd Lake WTP** in accordance with the requirements of the bid requirements.

CATEGORY 1 – BELLVUE WTP

BID ITEM 1a: TIER I RESIDUALS from the Bellvue WTP

Disposal of up to 1,100 cubic yards of residual material that meets the paint filter test for disposal at an approved municipal solid waste landfill.

UNIT PRICE - \$ _____/per ton

TOTAL EXTENDED AMOUNT - \$ _____

CATEGORY 2 – BOYD LAKE WTP

BID ITEM 2a: TIER II RESIDUALS from the Boyd Lake WTP

Disposal of up to 1,500 cubic yards of residual material that meets the paint filter test for disposal at an approved RCRA Subtitle D municipal solid waste landfill.

UNIT PRICE - \$ _____/per ton

TOTAL EXTENDED AMOUNT - \$ _____

Note: The City intends to award the bid to the lowest combined dollar of one responsive and responsible bidder for all Bid Items (Total Bid = 1a + 2a).

Bid Responses will only be accepted electronically during the COVID-19 event.

Instructions for electronic submittal.

Email your Bid Response to purchasing@greeleygov.com. Submit your Bid response to this email only – please do not email to multiple people. Only email's sent to purchasing@greeleygov.com will be considered as responsive to the invitation to bid. Emails sent to other City emails may be considered as non-responsive and may not be reviewed.

Bids shall be submitted on the form provided in this bid document.

The Bid number and Project name **must be noted** in the subject line, otherwise the Bid may be considered as non-responsive to the Bid.

Electronic submittals will be held, un-opened, until the time and date noted in the Bid documents or posted addenda.

CATEGORY 3 – REFERENCES

Reference No.1

Utility name: _____

Reference name: _____

Reference contact information (email/phone number): _____

Date work started: _____

Date work completed: _____

Reference No.2

Utility Name: _____

Reference Name: _____

Reference contact information (email/phone number): _____

Date work started: _____

Date work completed: _____

Reference No.3

Utility Name: _____

Reference Name: _____

Reference contact information (email/phone number): _____

Date work started: _____

Date work completed: _____

CONTRACT FOR SERVICES

This Contract is entered into by and between the party identified on the quote for this Contract ("VENDOR"), and the CITY OF GREELEY, COLORADO acting by and through the department named on the Invitation to Quote for this Contract ("CITY") and collectively referred to as the "PARTIES." The PARTIES agree to the terms and conditions in this Contract.

ARTICLE 1. DEFINITIONS

CITY- the City of Greeley, Colorado and shall include its agents, officials, and employees.

CONTRACT – an enforceable Contract as defined in Section 4.20.030 of the Greeley Municipal Code that is written evidence of CITY'S acceptance of VENDOR'S offer to provide goods and/or perform the work of the contract for the price stated therein.

SERVICES - the material, labor, and/or skills the professional consultant or other VENDOR is to provide to CITY by operation of the Contract.

VENDOR - any individual person or business entity to which the contract is issued and includes the Vendor's agents, servants, and employees.

ARTICLE 2. SERVICES AND PAYMENTS

- 2.1 VENDOR shall provide to CITY the services set out in the Statement of Work issued by the CITY (the "Services"). The VENDOR shall provide the Services:
- A. in accordance with the terms and subject to the conditions set forth in the Statement of Work and this Contract;
 - B. using personnel of required skill, experience, and qualifications;
 - C. in a timely, workmanlike, and professional manner;
 - D. in accordance with the highest professional standards in VENDOR'S field; and
 - E. to the reasonable satisfaction of CITY.
- 2.2 For the Services to be performed hereunder, CITY will pay to VENDOR those fees determined in accordance with VENDOR'S quote. Said fees will be payable within 30 days of receipt by CITY of an invoice from Service Provider accompanied by documentation reasonably requested by CITY evidencing all charges.
- 2.3 CITY certifies the following:
- A. An amount of money equal to or greater than the contract amount has been appropriated and budgeted for the Services.
 - B. No change order or additional Contract, which requires additional compensable work to be performed by the VENDOR, will be issued by CITY unless an amount of money has been appropriated and budgeted in an amount sufficient to compensate VENDOR for such additional compensable work.

ARTICLE 3. TERM AND TERMINATION

- 3.1 This Contract shall commence as of the Effective Date and shall continue thereafter until the completion of the Services unless sooner terminated.

- 3.2 CITY in its sole discretion, may terminate this Contract in whole or in part, at any time without cause, and without liability except for required payment for services rendered, and reimbursement for authorized expenses incurred, prior to the termination date, by providing at least 60 days' prior written notice to Service Provider.
- 3.3 Either Party may terminate this Contract, effective upon written notice to the other Party (the "Defaulting Party"), if the Defaulting Party breaches this Contract, and such breach is incapable of cure or is not cured within a reasonable time.

ARTICLE 4. PURCHASING ORDINANCE

This solicitation and contract are made in accordance with Chapter 4.20 of the Greeley Municipal Code, which law is incorporated by reference as if fully set forth herein.

ARTICLE 5. JURISDICTION AND COMPLIANCE WITH LAW

This Contract is executed and delivered and is intended to be performed in the State of Colorado. The laws of Colorado shall govern the interpretation and enforcement of this Contract. Venue for all actions regarding this Contract shall be Weld County, Colorado. VENDOR will perform all obligations under this Contract in strict compliance with all federal, state, and municipal laws.

ARTICLE 6. INSURANCE

VENDOR shall procure, at his own expense, and maintain for the duration of any work, insurance coverage as set forth herein at all times during the term of this Contract. All insurance policies shall be issued by insurance companies approved to do business in the State of Colorado.

- 6.1 Workers' Compensation. Workers' compensation insurance as required by state statute, and employers' liability insurance covering all VENDOR'S employees acting within the course and scope of their employment.
- 6.2 General Liability. Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:
- A. \$1,000,000 each occurrence;
 - B. \$1,000,000 general aggregate;
 - C. \$1,000,000 products and completed operations aggregate.
- 6.3 Automobile Liability. Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.6.4 Professional Liability Insurance.
- 6.4 Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:
- A. \$1,000,000 each occurrence; and
 - B. \$1,000,000 general aggregate.
- 6.5 Additional Insured. CITY shall be named as additional insured on all required policies.
- 6.6 Primacy of Coverage. Coverage required of CONTRACTOR/PURCHASER/SELLER shall be primary over any insurance or self-insurance carried by CITY.
- 6.7 Cancellation. The above insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 10 days prior notice to CITY.

6.8 Certificates. Contractor shall provide to CITY certificates evidencing VENDOR'S insurance coverage required in this Contract within seven Business Days following the Effective Date. No later than 15 days before the expiration date of VENDOR'S coverage, VENDOR shall deliver to the CITY certificates of insurance evidencing renewals of coverage. At any other time during the term of this Contract, upon request by the CITY, VENDOR shall, within seven Business Days following the request by the CITY, supply to the CITY evidence satisfactory to the CITY of compliance with the provisions of this Contract.

ARTICLE 7. INDEPENDENT CONTRACTOR

VENDOR is, and shall be, in the performance of all work services and activities under this Contract, an independent contractor, and not an employee, agent, or servant of 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 VENDOR'S sole direction, supervision and control. VENDOR shall exercise control over the means and manner, in which it and its employees perform the work and, in all respects, VENDOR'S relationship and the relationship of its employees to e CITY shall be that of an independent contractor and not as employees or agents of CITY. In the VENDOR'S capacity as an independent contractor, they are not eligible for City of Greeley Worker's Compensation coverage.

ARTICLE 8. APPROVAL OF SERVICES

The authorized representative of CITY shall be allowed to inspect the services performed and the work product offered by VENDOR at all times. VENDOR shall provide safe, convenient and proper facilities for inspection of such work product.

ARTICLE 9. CHANGES IN THE WORK

CITY, without invalidating the contract, may order additional services, and make any other reasonably related changes to the contract by altering, adding to, or deducting from services required. The price and time for completion of the services may be adjusted accordingly by mutual Contract in writing.

ARTICLE 10. DEDUCTION FOR NONCONFORMING SERVICES

If CITY deems the services deficient or inefficient and determines that modification or correction of the services is inexpedient, CITY shall make an equitable reduction of the price therefore.

ARTICLE 11. CITY'S RIGHT TO TAKE OVER THE WORK

If VENDOR should fail to provide the services properly and diligently, or default in performance of any provision of the Contract and of collateral documents, CITY, after written notice to VENDOR and his surety (if any) may, without prejudice to any other remedy CITY may have, dismiss VENDOR and complete the work or hire other service providers and may deduct the cost of so doing from any unpaid balance of the price due or to become due to VENDOR. If the cost of completing the services is in excess of the unpaid balance of the price, VENDOR shall reimburse CITY the cost of such excess, which CITY has paid or will pay. CITY shall have a cause of action at law for the amount of such excess and all costs of prosecution of such action, including attorney's fees.

ARTICLE 12. CITY'S RIGHT TO SUSPEND VENDOR'S PERFORMANCE

For good and sufficient cause, such as (i) unsuitable services, (ii) improper superintendence, (iii) VENDOR'S failure to carry out any reasonable order or to perform any provision of the Contract and collateral documents, (iv) any other circumstance unfavorable for the prosecution of the work, of (v) CITY shall have the right to suspend the VENDOR'S performance of the services for CITY'S convenience. Notice of such suspension shall be in writing. VENDOR shall resume performance of the work promptly when so notified to resume in writing.

ARTICLE 13. RIGHT TO BAR PERSONS FROM THE WORK AND SITE

CITY reserves the right to bar any person, including employees of VENDOR and Subcontractors, from CITY'S work site. This shall not be treated as a request for the employee's termination but a request that the employee not be assigned to work on CITY'S work site. No increase in contract time or price is authorized.

ARTICLE 14. ACCEPTANCE AND FINAL PAYMENT

Within a reasonable time after the VENDOR'S completion of the services, CITY will review the final work product to determine whether the services have been completed in accordance with the Contract and collateral documents. When the owner indicates approval and acceptance of the services, the VENDOR may requisition final payment, including retainage, if any, on account of the Contract price.

ARTICLE 15. GUARANTY AND WARRANTIES

VENDOR shall furnish CITY with a written guarantee for one (1) year covering all performance standards, labor, materials, and workmanship incorporated in the services performed. VENDOR, in instances of services performed or material or equipment furnished for which warranties are required by the specifications, shall procure such warranties and deliver them to CITY upon completion of the services. Such warranties will in nowise lessen VENDOR'S responsibilities under the Contract documents. Whenever warranties or guarantees are required by the specifications for a period longer than one (1) year, such longer period shall govern.

ARTICLE 16. TABOR

The parties understand and acknowledge that each party is subject to Article X, Section 20 of the Colorado Constitution ("TABOR"). The parties do not intend to violate the terms and requirements of TABOR by the execution of this Contract. It is understood and agreed that this Contract does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, notwithstanding anything in this Contract to the contrary, all payment obligations of CITY are expressly dependent and conditioned upon the continuing availability of funds beyond the term of CITY'S current fiscal period ending upon the next succeeding December 31. Financial obligations of CITY payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of CITY and applicable law. Upon the failure to appropriate such funds, this Contract shall be deemed terminated.

ARTICLE 17. DISPUTES

Any dispute arising under this contract, which is not disposed of by Contract, shall be decided by CITY, who shall reduce its decision to writing and furnish a copy thereof to VENDOR. The decision of CITY shall be final. Pending final decision of a dispute hereunder, VENDOR shall proceed diligently with the performance of this contract.

ARTICLE 18. REMEDIES

- 18.1 The rights and remedies under this Contract are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise, except to the extent expressly provided in this Contract.
- 18.2 The parties agree that irreparable damage would occur if any provision of this Contract were not performed in accordance with the terms hereof and that the parties shall be entitled to equitable relief, including injunctive relief or specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity.

ARTICLE 19. INDEMNIFICATION

VENDOR shall indemnify and save harmless CITY, from and against all claims, liability, demands, losses, and/or expenses resulting from any negligent act or omission of VENDOR, its agents, subcontractors and suppliers in the performance of services under this Contract. Such duty to indemnify and save harmless CITY shall be for an amount represented by the degree or percentage of negligence or fault attributable to VENDOR. If VENDOR 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 VENDOR, or VENDOR'S agents, subcontractors, or suppliers as determined by adjudication, alternative dispute resolution, or otherwise resolved by mutual Contract between VENDOR and CITY. VENDOR'S indemnification obligation shall not be construed to extend to any injury, loss, or damage caused by CITY'S own negligence.

ARTICLE 20. PUBLIC CONTRACTS FOR SERVICES

20.1 This Article shall apply if this contract is a Public Contract for Services as defined in C.R.S. §§ 8-17.5-101, et seq. VENDOR shall not knowingly employ or contract with an illegal alien to perform work under this Contract.

20.2 VENDOR shall not knowingly contract with a subcontractor that (i) knowingly employs or contracts with an illegal alien to perform work under this Contract or (ii) fails to certify to the VENDOR that the subcontractor will not knowingly employ or contract with an illegal alien to perform work under this Contract.

20.3 VENDOR has confirmed the employment eligibility of all employees newly hired for employment to perform work under this Contract through participation in either the E-verify program administered jointly by the United States Department of Homeland Security and the Social Security Administration or the employment verification program of the Colorado Department of Labor & Employment.

20.4 VENDOR shall not use either E-verify or Colorado Department of Labor & Employment program procedures to undertake pre-employment screening of job applicants while performing work under this Contract.

20.5 If VENDOR obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, the VENDOR shall, unless the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien:

- A. notify the subcontractor and CITY within three days that VENDOR has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- B. terminate the subcontract with the subcontractor if, within three days of receiving notice that VENDOR has actual knowledge that the subcontractor is employing or contracting with an illegal alien, the subcontractor does not stop employing or contracting with the illegal alien; except that VENDOR shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

20.6 VENDOR will comply with any reasonable request by the Colorado Department of Labor made in the course of an investigation that the Department is undertaking with regard to this Contract.

ARTICLE 21. PUBLIC CONTRACTS WITH NATURAL PERSONS

VENDOR, if a natural person 18 years of age or older, hereby swears and affirms under penalty of perjury that he or she (i) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply

with the provisions of §§24-76.5-101, *et seq.*, C.R.S., and (iii) has produced one form of identification required by §24-76.5-103, C.R.S. prior to the Effective Date of this Contract.

ARTICLE 22. COUNTERPARTS AND ELECTRONIC SIGNATURES

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

ARTICLE 23. AUTHORITY TO BIND

Each individual signing this Contract directly and expressly warrants that he/she has been given and has received and accepted authority to sign and execute the documents on behalf of the Party for whom it is indicated he/she has signed, and further has been expressly given and received and accepted authority to enter into a binding Contract on behalf of such Party with respect to the matters concerned herein and as stated herein.

ARTICLE 24. ASSIGNMENT; SUCCESSORS AND ASSIGNS

This Contract shall not be assignable by either party without the other party's prior written consent. Except as so restricted, this contract shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties.

ARTICLE 25. NO THIRD PARTY BENEFICIARIES

This Contract is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Contract.

ARTICLE 26. SEVERABILITY

If any term or provision of this Contract or any portion of a term or provision hereof or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Contract shall not be affected thereby, and each term and provision of this Contract and each portion thereof shall be valid and be enforced to the fullest extent permitted by law.

ARTICLE 27. VENUE AND GOVERNING LAW

This Contract is being executed and delivered and is intended to be performed in the State of Colorado, and the laws of Colorado shall govern the validity, construction, enforcement, and interpretation of this Contract. Venue for all actions regarding this Contract shall be Weld County, Colorado.

ARTICLE 28. COLORADO LABOR

In accordance with C.R.S. §8-17-101, all parties contracting with the City of Greeley on public works projects shall employ Colorado labor to perform the work to the extent of not less than eighty percent (80%) of each type or class of labor in the several classifications of skilled and common labor employed on this project.

By submitting a quote you acknowledge that you understand and will comply with all terms and conditions set forth in the Contract associated with this Invitation for Quote. Signing this quote evidences your intent to be bound by the terms of the Contract.

By submitting this quote you further certify that this quote is made without prior understanding, Contract or connection with any business or person submitting a competitive quote and without prior commitment or influence from any person or department from the City of Greeley for this same material or service: and therefore, is in all respects fair and without collusion or fraud. Collusive quoting is a violation of State and Federal law and can result in fines, imprisonment, and civil damages. Quotes received without this signed statement will be deemed non-responsive.

Be advised that price will not be the only criteria of award; vendor performance and service history with the City of Greeley will also be considered.

Payment will be made to the vendor submitting pricing for this quote unless otherwise noted. It is the responsibility of the vendor to inform the City of Greeley of this information prior to a purchase order being processed. If this information is not made available to the City of Greeley prior to this time, it is the responsibility of the vendor submitting this quote to issue payment to another party.

Invoices for services will be submitted with an itemized list that includes both hours and rates for each individual involved in the service delivery.

Thank you for submitting a competitive quote to the City of Greeley.

DUNS NUMBER: _____

VENDOR NAME _____

AUTHORIZED SIGNATURE _____

PRINT AUTHORIZED SIGNATURE _____

EMAIL ADDRESS _____

PHONE NUMBER _____ DATE _____

FOR CITY USE ONLY

DEPARTMENT SIGNATURE _____

CERTIFICATE OF LIABILITY INSURANCE

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

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

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

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 City of Greeley is named as Additional Insured on General Liability. Waiver of subrogation is included on Work Compensation. This insurance is primary and noncontributory to insurance policies held by the City.

CERTIFICATE HOLDER City of Greeley 1000 10th St Greeley, CO 80631-3808	CANCELLATION 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
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**Bellvue Water Treatment Plant and the Boyd Lake Water Treatment Plant
Water Treatment Plant Solids Removal and Disposal Services
Debarment/Suspension Certification Statement**

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

DUNS # (Optional) _____

Name of Organization _____

Address _____

Authorized Signature _____

Title _____

Date _____