



**CITY OF GREELEY
Purchasing**

**Request for Qualifications
RFQ #F22-06-049**

PRELIMINARY AND FINAL DESIGN SERVICES – 16TH STREET ENHANCEMENT

for

PUBLIC WORKS/ENGINEERING DIVISION

REQUEST FOR QUALIFICATIONS (RFQ)
RFQ#F22-06-049

Procurement Contact: Shantelle Griego
Email Address: purchasing@greeleygov.com
Telephone Number: 970-350-9333

Proposals must be received no later than:

June 22, 2022, before 2:00 p.m. MST

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

Email your RFQ Response to purchasing@greeleygov.com. Submit your RFQ response to this email only – please do not email to multiple people. Only emails 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.

Proposals shall be submitted in a single PDF file under 20MB.

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

Schedule of Events (subject to change)	All times are given in local Colorado time
RFQ Issued	6/1/2022
Optional Pre-Proposal Conference	Not required
Inquiry Deadline	6/14/2022 before 2:00PM
Final Addendum Issued	6/16/2022
Proposal Due Date and Time	6/22/2022 before 2:00PM
Interviews (tentative)	Not anticipated.
Notice of Award (tentative)	6/29/2022

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EXHIBITS

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

SECTION I. BACKGROUND, OVERVIEW, AND GOALS

A. Background

The project limits extend along 16th Street from 7th Avenue to 11th Avenue, including the intersections at 8th Avenue, 9th Avenue, and 10th Avenue. Conceptual design work has already been completed, which resulted in the selection of a preferred design concept to carry forward to final design. Based on the design and initial survey, the City of Greeley (City) does not anticipate right-of-way acquisition, though temporary easements may be needed. The preferred design concept is presented in Figure 1. It is the intent of the City to have construction complete by end of 2024. Although the CDOT project delivery schedule does not require plans until the FOR, the Professional should plan for a schedule as indicated in this RFQ for City review.

The conceptual design effort involved heavy stakeholder and public engagement. The main topic that arose during public engagement was concern over the construction schedule and closures. Concerns also arose related to pedestrian safety with the proposed roundabouts, so this must be a key consideration of the design. The City intends to underground overhead lines within the project area and has initiated coordination with Xcel on this aspect of the project. Additionally, aging water lines have been identified within the project area, which will require close coordination with the Water and Sewer Department.

This project is being funded with both local funds as well as State of Colorado's Revitalizing Main Street grant funding. Scoping meetings with CDOT were held to vet the preferred design alternative and obtain direction on required environmental clearances. The project will be let by the City, however, the project should be designed in accordance with the CDOT Standards and Specifications.

Required Project elements include:

- ROW and final construction plans per CDOT requirements
- Stakeholder engagement and coordination
- Utility coordination (City and private)
- Coordination with Xcel on undergrounding of overhead lines
- Construction staging and traffic control
- CDOT clearances
- Preliminary and final design of street and intersection improvements
- Preliminary and final design of landscaping and streetscape improvements
- Preliminary and final design of stormwater and drainage improvements
- Preliminary and final design of water improvements
- Construction bid package per City requirements, including special provisions
- Assistance during bidding process (addendums and clarifications)
- Availability during construction to attend pre-construction meeting and provide design-related support during construction

Figure 1. Preferred Design Concept (subject to Council Approval)



B. Overview

The City is requesting proposals from qualified consulting firms and/or teams (Professional) to provide the City with engineering design, defining right-of-way (ROW) impacts, obtaining local, state and federal clearances, and public outreach coordination for the 16th Street Enhancement Project. The successful Professional will identify and address all the tasks, issues and deliverables required in their proposal. Prospective teams must possess the expertise and experience necessary to complete the project on time and within the established budget and work with City staff and all other affected interests to accomplish the goals and objectives associated with this project.

This project includes grant funding from the Revitalizing Main Street Grant administered through CDOT. All work associated with the project must be in accordance with CDOT Standards and Specifications, with room for innovative design solutions. All plans must be prepared in CDOT format, and specifications must be written in the format of the latest CDOT Standard Specifications for Road and Bridge Construction. The project will be bid and let by the City.

It is the City's intent to hire a single Professional firm and/or team capable of executing the following duties:

- Developing context sensitive design approaches to complex problems
- Public and stakeholder support including graphics, renderings, and material development
- Coordination with City Departments regarding any underground utility improvements such as water and fiber
- Civil and roadway design including intersection design, specifically roundabout design
- Construction staging development
- Traffic engineering recommendations, including mobility and public transportation needs
- Utilities engineering to include Professional Engineer (PE) stamped Subsurface Utility Engineering (SUE) plans
- ROW plan development including all associated tasks (title research, boundary survey, etc.)
- Utility coordination, specifically with Xcel and undergrounding of overhead line.
- Geotechnical and pavement engineering
- Hydraulic engineering
- Environmental clearances and coordination associated with local, state and federal regulations
- Coordination with the Colorado Department of Transportation (CDOT) including obtaining all necessary clearances associated with full design, ROW acquisition, and construction
- General plan development and construction support
- Other services not listed that would be required to provide the full range of engineering services for the successful completion of construction plans, estimate, and specifications
- Development of engineering plans, estimate, specifications, and phasing plans enabling the construction of the Project with minimal impacts to traffic, adjacent property owners, adjacent businesses and other stakeholders

Known project constraints:

- Schedule- Grant funding must be fully obligated by June of 2024.
- Budget- It is the goal of the City to stay within a defined project budget currently estimated to be \$4,200,000 including design and construction.

Professional should present their experience and abilities regarding the following:

- Plan preparation and coordination involving all aspects of design
- Knowledge of and experience designing context sensitive street corridors
- Innovative intersection design, specifically roundabout design
- Experience with construction phasing that minimizes impacts to businesses
- Ability to work effectively as part of a team in a fast-paced project development environment
- Experience managing environmental clearances within a constrained project schedule
- Placemaking and innovative streetscape and landscape design

C. Goals

16th Street Project Goals (identified and addressed in the preferred concept)

- Slow the speed on 16th Street within the project area
- Improve pedestrian safety and create a walkable environment
- Revitalize the corridor through aesthetics and placemaking
- Maintain as much on-street parking as possible
- Increase connection between UNC and downtown

Design Contract Goals

- Build from the work already completed in the conceptual design process
- Meet construction and funding obligation deadline of June 2024
- Minimize impacts to businesses, residents, and property owners

SECTION II. STATEMENT OF WORK

A. Scope of Services

The following is an outline of a general scope of work and may not constitute the full scope of work required to complete the project. Professional shall expand any of the tasks listed below. Additional tasks, if deemed necessary by the Professional, shall be added to the list to ensure achievement of all project objectives.

The phases shown below are assumed at this time and may be modified once the Professional is selected based on additional input. Professional should add phases that they deem necessary to the final scope of work and discuss any critical phases in their proposal.

- **Project Kickoff**

- Prepare project schedule with critical path highlighted and applicable milestones. Include time for City and CDOT review as applicable.
- Initiate Subsurface Utility Engineering (SUE) including surveyed potholing of existing utilities
- Coordinate with utility companies (City and private) to ensure accurate information is presented
- Coordinate with utility companies (City and private) to determine scope of utility infrastructure improvements
- Develop property analysis map including ownership, property lines, relevant easements and current tenants based on title commitments
- Participate in project kickoff meeting with City, CDOT and other pertinent stakeholders.
- Develop project kickoff meeting agenda and minutes
- Review conceptual design materials
- Provide a QA/QC plan for the project

Project Kickoff and Scoping Phase Deliverables:

- Overall project schedule
- Kickoff meeting agenda
- Kickoff meeting minutes
- QA/QC plan

- **Design Documents**

Preliminary Engineering Phase (30% Design/FIR)

This phase consists of development of a preliminary engineering plan set and final ROW plan set. Some or all Professional tasks associated with ROW plan development may be performed by the City and/or at the City's discretion, however the Professional should include the capability to perform all Professional tasks below in the Scope of Services. The following design considerations shall be addressed:

- Safety improvements
- Property impacts
- Thorough utility design including storm sewer, water quality, and outfall location(s)
- Multi-modal facilities
- Utility coordination and undergrounding
- Defining all necessary acquisition areas (ROW, permanent easements, temporary construction easements, etc.). Professional will prepare exhibits and descriptions for City Council approval process for Authorization to use Eminent Domain. All acquisition will follow the Uniform Act process.
- Pavement investigation and design
- Landscape and irrigation design incorporation

- Project team will work with City Art program
- Construction staging plan development

Professional Tasks:

- Minimize impacts to adjacent property owners and businesses while accomplishing goals of the project
- Facilitate coordination with utility companies (City and private)
- Geometric improvements at intersections and driveways, access control
- Determine potential ROW impacts
- Review title commitments
- Establish existing ROW per the title commitments
- Investigation of existing property pins
- Develop existing property lines and easements
- Provide legal descriptions and exhibits for ROW, temporary construction easement (TCE) and permanent easement acquisitions
- Tabulation of monumentation for the proposed ROW and easements
- Provide information to Professional for monumentation sheets for ROW plan set
- Installation of monuments (optional at City's discretion)
- Review of ROW plan set and coordination with Professional to implement comments
- Stamping and signing ROW plan set
- All tasks necessary to deliver preliminary engineering design (30%) plans,, and cost estimates. Plans must be produced in accordance with the following documents to meet CDOT FIR plan requirements:
 - CDOT Standard Specifications for Road and Bridge Construction
 - CDOT Standard Plans, M&S Standards
 - American Association of State Highway and Transportation Officials (AASHTO) guidelines
 - Americans with Disabilities Act (ADA) guidelines
 - Proposed Right-of-Way Access Guidelines (PROWAG)
- Plans, and cost estimates will be submitted to the City electronically
- All tasks necessary to obtain applicable City, CDOT, and Federal clearances. Some clearances may need to be obtained prior to start of ROW acquisition process. Some guidance on the scope of the environmental clearances has been provided by CDOT, which will be shared with Professional
- Identify extent of ROW, TCE and permanent easement needed. Identify property impacts associated with needed acquisitions. Professional will provide digital copy (CAD format) of proposed acquisition areas (temporary and permanent)
- Develop ROW plans in CDOT format. Plans must be approved by City and CDOT. Professional will be responsible for coordinating with CDOT to address all comments. ROW plans will be stamped and signed by responsible Professional staff. ROW plans will include the following sheets:
 - Title Sheet (including project location map)

- Tabulation of Properties
- Project Control Diagram
- Land Survey Control Diagram
- Tabulation of Boundary Evidence
- Monumentation Sheets
- ROW Plan Sheets
- Ownership Map
- Tasks associated with ROW plan development include
 - All drafting necessary for the ROW plan set
 - Development of proposed ROW and easement line work
 - Development of site-specific mitigation plans for each parcel. For the purposes of this proposal, Professional should anticipate mitigation plans for ten (10) parcels with two (2) iterations per plan
- Develop preliminary drainage report
- Thorough utility design (see below for additional utility design requirements for SUE plans)
 - Coordinate with utility companies (City and private) including but not limited to: City Water/Wastewater, City Stormwater, City Fiber Optic, City Traffic, Xcel Energy, Comcast, CenturyLink, Allo, water districts, sanitation districts
 - Determine extent and location of any utility relocations
 - Develop preliminary level stormwater improvement plans
 - Consider relevant Master Drainage Plans within area
 - Incorporate City Utility design/work into plans as necessary
- Pavement investigation and design, and geotechnical boring logs
 - To include subsurface exploration (borings) with laboratory test results
 - To include recommendations for Hot Mix Asphalt (HMA) and Portland Cement Concrete (PCC) pavement sections
- Develop landscape and irrigation plans
- Attend and conduct progress meetings. Meeting minutes shall be developed and provided by Professional
- Prepare agenda for FIR meeting
- Attend FIR meeting with City and other stakeholders
- Prepare minutes for FIR meeting
- Develop Preliminary Quantity and Opinion of Cost
- City encourages "real time reviews" when working with Professional. Design items can be submitted prior to formal reviews in order to make the process more efficient

Subsurface Utility Engineering (SUE) Requirements

Due to Colorado State Law SB 18-167 regarding utility investigation during design, the Professional (or sub-consultant) will be required to perform a Subsurface Utility Engineering (SUE) plan in accordance with State law. This shall include a utility plan developed to Quality Level B or better per American Society of Civil Engineers (ASCE) standards and stamped by a licensed Professional Engineer (PE) in the State of Colorado. If Quality Level B is not attainable, PE shall draft and stamp

letter explaining why Quality Level B is not attainable. The Professional shall be responsible for obtaining all applicable City, and State permits and licenses required to perform potholing and/or locating activities, including but not limited to: City/Contractor License, Traffic Control Permits, Excavation permits.

Design Documents (FOR)

The Professional shall supply design documents with the intent of adding clarity and finalizing the scope of the project that meet the CDOT FOR intent. Documentation supporting the design drawings shall be created including special provisions, specifications, and any other written document necessary to fully construct the project. CDOT defines the Final Office Review (FOR) as a final review of construction plans, specifications, and cost estimates for completeness and accuracy by the project team. FOR plans are to be a fully completed plan set, including all tabulations and details necessary for construction, and all current special provisions.

The FOR shall include:

- FOR Review Set. The Professional shall create a design development review set per CDOT Standard Specifications for Road and Bridge Construction. This set shall include but may not be limited to general notes, grading, demolition, geometric design, drainage, storm water management, survey control sheets, plan and profiles, cross sections, signage and striping, phasing, typical details, lighting photometrics, lighting plan, landscape and irrigation designs, erosion control plan and more. The set shall include details, cross sections, and all other design items required to construct the project.
- Quantity and Opinion of Cost. Professional shall provide a refined quantity take off and opinion of probable cost to an accuracy of $\pm 15\%$.
- Constructability Review. The Professional shall perform a constructability review of the design to identify the risk of special areas of interest. Results of the constructability review shall be documented in a formal report and issued with the FOR. Design optimizations shall be incorporated into the final plans.
- Specifications. The Professional shall develop specifications to support the design drawings. The specifications shall include materials, testing procedures, testing frequency, workmanship requirements, codes, procedures and any other item required to fully construct the project. At a minimum, specifications shall be in accordance with the latest CDOT Standard Specifications for Road and Bridge Construction.
- Special Provisions. The Professional shall create special provisions for the project as required to support the design drawings. The special provisions shall include any information required for the contractor to fully construct the project that is not listed elsewhere in the design documents. The special provisions shall include basis of payments, unit of measurements, required permits, specifications associated with each pay item, and definition of any other special consideration for the contractor to fully construct the project. The special provisions shall be in accordance with CDOT Special Provision requirements.
- Drainage Report. The Professional shall refine the drainage report to supplement the drainage design of the project. The Professional shall submit the drainage report to the City

for formal initial review. Responses to all comments made by the City shall be tabulated and included with the FOR drainage report submittal.

- Geotechnical Report. A geotechnical report supporting the FOR plans shall be created for evaluation and review by the City.
- City Submittal. The Professional shall submit the FOR set to the City for preliminary review. Based on the City's and CDOT comments the Professional shall revise the FOR set and resubmit the set with a tabulated list of the city's comments and how each comment was addressed.

Final Design Documents (IFB)

The Professional shall prepare IFB documents for the project. The IFB documents shall be used for contractor bidding on the project and shall be sealed and stamped by a Professional Engineer licensed in the State of Colorado employed by the Professional and intimately involved in the design of the project.

The IFB shall include:

- IFB Set. The IFB set shall include but may not be limited to general notes, grading, demolition, geometric design, drainage, storm water management, survey control sheets, plan and profiles, cross sections, signage and striping, phasing, typical details, lighting photometrics, lighting plan, landscape and irrigation designs, erosion control plan and more. The IFB set shall include details, cross sections, and all other design items required to construct the project. The Professional shall submit the IFB to the City for final review. The Professional shall revise the IFB per comments from the City and CDOT and resubmit the set with a tabulated list of the city's comments and how each comment was addressed.
- Quantity and Opinion of Cost. Professional shall provide a final quantity take off and opinion of probable cost to an accuracy of $\pm 5\%$ which shall be included in the cost estimate as contingency. The Professional shall supply a bid tab for use for contractor bidding.
- Final Constructability Review. The Professional shall perform a constructability review of the IFB design to identify risk or special areas of interest. Depending on the magnitude of the risks and special areas of interest from the final constructability review the City may require, at their discretion, the resubmittal of the IFB set with the risk or special areas of interest revised accordingly. The Professional shall supply resubmittals of the IFB set at no cost to the City.
- Specifications. The Professional shall finalize the specifications to support the design drawings. The specifications shall include materials, testing procedures, testing frequency, workmanship requirements, codes, procedures and any other item required to fully construct the project. At a minimum, specifications shall be in accordance with the latest CDOT Standard Specifications for Road and Bridge Construction.
- Special Provisions. The Professional shall finalize the special provisions for the project as required to support the design drawings. The special provisions shall be in accordance with CDOT Special Provision requirements.
- Drainage Report. The Professional shall finalize the drainage report to supplement the drainage design of the project. The drainage report may require special approval as required by the City. The drainage report shall be sealed and stamped by a Professional Engineer

licensed in the State of Colorado who is part of the Professional and intimately involved in the design.

- Geotechnical Report. A final 100% geotechnical report shall be created for the project. The 100% geotechnical report shall be stamped and sealed by a Professional Engineer licensed in the State of Colorado who is part of the Professional and intimately involved in the design.

- **Clearances**

For NEPA documentation the project will likely qualify as a Programmatic Categorical Exclusion. Professional will obtain necessary environmental clearances for the project.

- **Public and Stakeholder Involvement**

The Professional and City will develop and implement a Communication and Public Outreach Plan which addresses public involvement and stakeholder coordination. The process will include potentially affected interests such as City Council, multiple City departments, stakeholders, City Transportation Board, and area property and business owners.

Professional tasks to support City's public and stakeholder involvement process include:

- Graphics production and reproduction
- Attendance and participation at project events (such as open houses)
- Preparation of presentation materials
- Attendance at public meetings

For proposal purposes, Professional should assume attending and providing graphics support for the following:

- FIR Design Phase
 - One (1) public open house meeting
- FOR Design Phase
 - One (1) public open house meeting
- Pre-construction Phase
 - One (1) public open house meeting

- **Services During Bidding**

The Professional shall assist in the contractor bidding of the project as appropriate. This task shall be Not to Exceed as required, at the direction of the City. If concerns are raised with the design documents during the contractor proposal phase and these concerns are found to be a deficiency with the design, the Professional shall correct these design deficiencies in a timely manner at no cost to the City.

- Contractor RFI. The Professional shall assist the City in answering contractor RFI's during the construction proposal phase of the project. This task shall include the Professional attending

the proposal pre-bid meeting for the project. This task shall be assumed as 20 hours.

- Issued for Construction (IFC) Documents. The Professional shall supply IFC documents for the project to be used by the contractor to construct the project. The IFC documents shall consider comments from the Contractor Bidding phase of the project as well as any additional design revisions.
 - Design Document Optimization. Based on contractor comments during the construction proposal phase and at the direction of the City, the Professional shall modify the project design documents. Modifications to the design documents may include the design drawings, specifications, special provisions, or any other documents associated with the project. This task includes design optimization items only and not items deemed as deficiencies. This task shall be assumed as 50 hours and includes preparing any addendums and the final IFC plan set.
 - Final IFC Sealed and Stamped Set. The Professional shall issue the IFC design documents for use by the contractor for construction of the project. These documents shall include all drawings, reports, provisions (general or special), specifications, or other items as required to fully construct the project. The IFC documents shall be sealed and stamped by a Professional Engineer licensed in the State of Colorado. This set shall include electronic and paper copies as required by the City.

B. Period of Award

The completion date of providing the required product and services shall be 3/31/2023.

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.

SECTION III. ADMINISTRATIVE INFORMATION

A. Issuing Office:

The City's contact name listed herein is to be the sole point of contact concerning this RFQ. Offerors shall not directly contact other personnel regarding matters concerning this RFQ 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 RFQ 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 RFQ (be sure to reference RFQ number) should be referred to:

E-Mail: purchasing@greeleygov.com
Subject Line: RFQ #F22-06-049

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 RFQ.

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 Professional 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 Professional's owned, hired or non-owned vehicles assigned to or used in performance of this Agreement.

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

Awarded offeror must present the City with proof of PROFESSIONAL LIABILITY COVERAGE with a minimum limit of \$1,000,000. (this is required for professional design service type RFQ's and will be removed on other professional type RFQ's)

E. Modification or Withdrawal of Proposals:

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

F. Minor Informalities:

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

G. Responsibility Determination:

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

H. Acceptance of RFQ Terms:

A proposal submitted in response to this RFQ 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 RFQ 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 RFQ 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 RFQ.

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.

- a) 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 RFQ.

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. RFQ Cancellation:

The City reserves the right to cancel this RFQ 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 RFQ 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. RFQ Response/Material Ownership:

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

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 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 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 RFQ 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 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 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 Professional 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 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 RFQ. 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.

Please limit the total length of your proposal to a maximum of forty (40) single sided 8 ½ x 11" pages (excluding cover pages, table of contents, dividers and Vendor Statement form). Brevity is appreciated and encouraged when possible. Font shall be a minimum of 10 Arial and margins are limited to no less than .5" for sides and top/bottom. Extended page sizes, such as 11" x 17", count as a single page and should be limited to those pages which cannot be feasibly displayed on 8.5 x 11. Please, no embedded documents. Please no material that is promotional in nature.

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.

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.

SECTION V. RESPONSE FORMAT

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

- A. Cover Letter.** Include a cover letter introducing your company, summarizing your qualifications, and detailing any exceptions to this RFQ (please note that significant exceptions may make your proposal non-responsive). This letter should also provide principal contact information for this RFQ, including address, telephone number, e-mail, and website (if applicable).
- B. Use of Subcontractors/Partners.** There may be areas for use of subcontractors or partners in this project. If you are utilizing this approach, your proposal must list the subcontractors/partners, their area(s) of expertise, and include all other applicable information herein requested for each subcontractor/partner. Please keep in mind that the

City will contract solely with your company, therefore subcontractors/partners remain your sole responsibility.

C. Company Information

1. Provide the following information as listed: Company Name, Address, Phone Number, and Names of Principals.
2. Describe any pending plans to sell or merge your company.
3. Provide a comprehensive listing of all the services you provide.

D. Evaluation Criterion

a. Team Qualifications

- a) Provide a detailed resume of the project manager along with three references.
- b) Describe the team's experience in multimodal transportation design, innovative intersection design, specifically roundabout design, landscape and streetscape design, environmental analysis, CDOT coordination, environmental clearances, utility coordination, geotechnical, stormwater system design, community placemaking, public engagement. Provide examples.
- c) 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.
- d) Provide the names and resumes of the key personnel that will be performing the proposed services.
- e) Briefly discuss similar projects the members on your team have completed in the past five years. This listing should be limited to the five most applicable projects and include the name and contact information of the client, year completed, construction cost, design cost. The City reserves the right to contact the individuals listed as references.
- f) 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.

b. Approach to Scope of Work

- a) Describe how the team would work with CDOT on clearances.
- b) Describe how your team facilitates diverse public engagement.
- c) Describe how the team will handle quality control and how issues would be monitored and resolved.
- d) Describe how the team would work with Xcel on relocation and undergrounding timeline.
- e) Describe the methods and timeline of communication with the project manager.
- f) Describe any project approaches or ideas that you would apply to this project and that you feel would enhance the quality of your services.

c. Relevant Project Experience

- a) Provide an example of a project that required environmental clearances that were delivered within the project schedule.

- b) Provide an example of a project with similar scope and constraints.
- c) Provide your experience working on innovative, potentially contentious construction projects.
- d) Provide examples of construction staging with roundabout construction that reduced impacts to businesses.
- e) Provide examples of projects that were delivered on time and on budget with associated CDOT clearances and utility work.

d. Value of Efforts

- a) Provide an hourly rate table organized by position classification.
- b) Show a breakdown of all reimbursable expenses required to complete the work. If applicable, the subcontractors' rates must be shown as separate items. The City will not allow markups on reimbursable expenses.

e. Schedule

- a) Provide a specific timeline or schedule for the work. (Spell out mile marks if needed. Example: including development of preliminary design & cost estimates, meetings with City staff, completion of final design, cost estimates and bidding documents.) Show milestones and completion dates on the schedule.

E. Proposal Acknowledgement: (Exhibit 1)

Include this form as provided in Exhibit 1.

SECTION VI. EVALUATION AND AWARD

A. Proposal Evaluation

All proposals submitted in response to this RFQ will be evaluated by a committee in accordance with the criteria described below. Total scores will be tabulated, and the highest ranked firm will enter negotiations.

In preparing responses, offerors should describe in 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. Team Qualifications- 40 Points
2. Approach to Scope of Work- 25 Points
3. Relevant Project Experience- 25 Points
4. Schedule- 10 Points

B. Determination of Responsibility of the Offeror

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

The City'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.

COOPERATIVE PURCHASING STATEMENT

The City encourages and participates in cooperative purchasing endeavors undertaken by or on behalf of other governmental jurisdictions. To the extent, other governmental jurisdictions are legally able to participate in cooperative purchasing endeavors; the City supports such cooperative activities. Further, it is a specific requirement of this proposal or RFQ that pricing offered herein to the City may be offered by the vendor to any other governmental jurisdiction purchasing the same products. The vendor(s) must deal directly with any governmental agency concerning the placement of purchase orders, contractual disputes, invoicing, and payment. The City shall not be liable for any costs or damages incurred by any other entity.

EXHIBIT 1
QUALIFICATION 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 RFQ, except where expressly described in your cover letter.

Original Signature by Authorized Officer/Agent

Type or printed name of person signing

Company Name

Title

Phone Number

Vendor Mailing Address

Fax Number

City, State, Zip

Proposal Valid Until (at least for 90 days)

E-Mail Address

Website Address

Project Manager:

Name (Printed)

Phone Number

Vendor Mailing Address

Fax Number

City, State, Zip

Email Address

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

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

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

ARTICLE 1 - SERVICES

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

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

ARTICLE 2 - SCHEDULE

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

ARTICLE 3 - PAYMENTS TO CONSULTANT

A. The CITY shall pay to the CONSULTANT for services satisfactorily performed, based on sum not to exceed **Bid Amount**, which includes all direct charges, indirect charges, and reimbursable expenses stated in the attached document. The CONSULTANT will bill the CITY on a monthly basis or as otherwise provided for services rendered toward the completion of the Scope of Work. The amounts billed shall represent the sum of billable time (including overhead and profit) for labor hours expended plus any other allowable costs and expenses for services stated in the attached document. The CONSULTANT shall track expenditures and inform the CITY of any possible cost overrun prior to completing work that would overrun the maximum contract sum. The CITY may choose to increase the budget for the work using a mutually acceptable contract amendment or it may choose not to increase the budget and terminate the work accordingly.

B. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the Project Manager, indicating that services have been rendered in conformity with the Contract and then will be sent to the Finance Department for payment.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the CONSULTANT shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this contract are accurate, complete, and current as of the date of this Contract.

The said rates and costs shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete, or non-current wage rates or due to inaccurate representations of fees paid to outside consultants. The CITY shall exercise its rights under this "Certificate" within one (1) year following final payment.

ARTICLE 5 - TERMINATION

This Contract may be terminated by the CONSULTANT upon 30 days' prior written notice to the CITY in the event of substantial failure by the CITY to perform in accordance with the terms of this Contract through no fault of the CONSULTANT. It may also be terminated by the CITY, with or without cause, immediately upon written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the CITY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the CITY the CONSULTANT shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other material related to the terminated work to the CITY.
- D. Continue and complete all parts of the work that have not been terminated.

The CONSULTANT shall be paid for services actually rendered to the date of termination.

ARTICLE 6 - PERSONNEL

The CONSULTANT represents that it has, or will, secure at its own expense all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY.

All of the services required herein under shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONSULTANT'S key personnel, as may be listed in the proposal for the work, must be made known to the CITY'S representative and written approval granted by the CITY before said changes or substitutions can become effective.

The CONSULTANT declares that all services shall be performed by skilled and competent personnel to the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

ARTICLE 7 – SUB-CONSULTANT

The CITY reserves the right to accept the use of a sub-consultant or to reject the selection of a particular sub-consultant and to inspect all facilities of any sub-consultants in order to make a determination as to the capability of the sub-consultant to perform properly under this Contract. The CONSULTANT is encouraged to seek minority and women business enterprises for participation in sub-contracting opportunities.

If a sub-consultant fails to perform or make progress, as required by this Contract, and it is necessary to replace sub-consultant to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new sub-consultant by the CITY.

ARTICLE 8 - FEDERAL AND STATE TAX

The CITY is exempt from payment of Colorado State Sales and Use Taxes. The CITY will sign an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to their suppliers for materials used to fulfill contractual obligations with the CITY, nor is the CONSULTANT authorized to use the CITY'S tax exemption number in securing such materials.

The CONSULTANT shall be responsible for payment of his/her own FICA and Social Security benefits with respect to this Contract.

ARTICLE 9 - AVAILABILITY OF FUNDS

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract may be cancelled and the CITY shall reimburse the CONSULTANT for expenses incurred during the contract period.

ARTICLE 10 - INSURANCE

A. The CONSULTANT shall not commence work under this Agreement until he/she has obtained all insurance required under this paragraph and such insurance has been approved by the CITY.

B. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Colorado. The CONSULTANT shall furnish Certificates of Insurance to the CITY prior to the commencement of operations. The Certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount, and classification as required for strict compliance with this paragraph and that no material change or cancellation of the insurance shall be effective without ten (10) days prior written notice to the CITY. Compliance with the foregoing requirements shall not relieve the CONSULTANT of its liability and obligations under this Contract.

C. The CONSULTANT shall maintain, during the life of this Contract, professional liability insurance (errors and omissions) in the amount of \$1,000,000 per occurrence to protect the CONSULTANT of claims for damages for negligent acts, errors or omissions in the performance of professional services under this Contract, whether such acts, errors or omissions be by the CONSULTANT or by anyone directly employed by or contracting with the CONSULTANT.

D. The CONSULTANT shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the amounts of \$1,000,000 combined single limit bodily injury and \$50,000 property damage to protect the CONSULTANT from claims for damages for bodily injury, including wrongful death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations by the CONSULTANT or by any directly or indirectly employed by the CONSULTANT.

E. The CONSULTANT shall maintain, during the life of this Contract, adequate Workmen's Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees performing work for the CITY pursuant to this Contract.

F. All insurance, other than Workmen's Compensation and Professional Liability, is to be maintained by the CONSULTANT shall specifically include the CITY as an "Additional Insured".

ARTICLE 11 - INDEMNIFICATION

The CONSULTANT shall indemnify and save harmless the CITY, its agents, servants, and employees from and against any and all claims, liability, demands, losses, and/or expenses resulting from any negligent act or omission of the CONSULTANT, its agents, servants, sub-consultant, suppliers or employees in the performance of services under this Contract. Such duty to indemnify and save harmless the CITY shall be for an amount represented by the degree or percentage of negligence or fault attributable to the CONSULTANT its agents, servants, sub-consultants, suppliers or employees. If the CONSULTANT is providing architectural, engineering, design, or surveying services, the obligation to indemnify and pay costs, expenses, and attorneys' fees, is limited to the amount represented by the degree or percentage of negligence or fault attributable to the CONSULTANT, or the CONSULTANT'S agents, representatives, employees, servants, sub-consultants, or suppliers as determined by adjudication, alternative dispute resolution, or otherwise resolved by mutual agreement between the Consultant and the City. The CONSULTANT'S indemnification obligation shall not be construed to extend to any injury, loss, or damage caused by the City's own negligence.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

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

ARTICLE 13 - REMEDIES

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

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

ARTICLE 14 - COLORADO LAW

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

ARTICLE 15 - CONFLICT OF INTEREST

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

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

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

ARTICLE 16 - EXCUSABLE DELAYS

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

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

ARTICLE 17 - ARREARS

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

ARTICLE 18 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the CITY or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the CITY'S prior written consent unless required by a lawful order. All drawings, maps, sketches, and other data developed, or purchased, under this Contract or at the CITY'S expense shall be and remain the CITY'S property and may be reproduced and reused at the discretion of the CITY. The CITY shall indemnify and hold CONSULTANT harmless for any claim or liability arising from any use

or reuse of the documents for any purpose other than the project and scope of work for which they were prepared.

ARTICLE 19 - INDEPENDENT CONSULTANT RELATIONSHIP

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

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

ARTICLE 20 - CONTINGENT FEES

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

ARTICLE 21 - ACCESS AND AUDITS

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

ARTICLE 22 - NONDISCRIMINATION

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

ARTICLE 23 - SURVIVAL

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

ARTICLE 24 - ENTIRETY OF CONTRACTUAL AGREEMENT

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

ARTICLE 25 - ENFORCEMENT COSTS

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

ARTICLE 26 - AUTHORITY TO PRACTICE

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

ARTICLE 27 - SEVERABILITY

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

ARTICLE 28 - AMENDMENTS AND MODIFICATION

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

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

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

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

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

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

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

ARTICLE 30 – ELECTRONIC SIGNATURES

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

ARTICLE 31 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the CITY shall be mailed to:

City of Greeley
Project Representative Information
Greeley, CO 80631
Ph: 970-
Fax: 970-
Email:

and if sent to the CONSULTANT shall be mailed to:

Vendor Information
Ph:
Fax:
Email:

IN WITNESS WHEREOF, the parties have made and executed this Contract and have hereunto set his/her hand the day and year above written.

City of Greeley, Colorado

Vendor Name

Approved as to Substance

City Manager-Raymond C. Lee III

By

Reviewed as to Legal Form

Title

OFFICE OF THE CITY ATTORNEY

By: _____
City Attorney-Doug Marek

Certification of Contract
Funds Availability

Director of Finance-John Karner

EXHIBIT 3 CERTIFICATE OF INSURANCE

ACORD	Client#: 12170	GRECI	CERTIFICATE OF LIABILITY INSURANCE		
			DATE (MM/DD/YYYY) 05/14/2013		
<p>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.</p> <p>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).</p>					
PRODUCER ABC Insurance Company P. O. Box 1234 Anywhere, USA		CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS: PRODUCER CUSTOMER ID #:			
INSURED Sample Certificate		INSURER(S) AFFORDING COVERAGE			
		INSURER A: Financial Rating of A			
		INSURER B:			
		INSURER C:			
		INSURER D:			
		INSURER E:			
		INSURER F:			
		NAIC #			
<div style="display: flex; justify-content: space-between;"> COVERAGES CERTIFICATE NUMBER: REVISION NUMBER: </div>					
<p>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.</p>					
INSR LTS	TYPE OF INSURANCE	POLY NR	POLY EFFECT DATE	POLY EXPIRATION DATE	LIMITS
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ex occurrences) \$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 (Ex 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	Y/N <input type="checkbox"/> N/A			<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER 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			CANCELLATION		
City of Greeley 1000 10th St Greeley, CO 80631-3808			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE		

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 #S786373/M786364

DSM

EXHIBIT 4

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 _____