



**CITY OF GREELEY
Purchasing**

**Request for Proposal
RFP #FK21-10-170**

Terry Ranch Pipeline Design and Construction CMAR

for

Water & Sewer Department

REQUEST FOR PROPOSALS (RFP)
RFP #FK21-10-170

Procurement Contact: Kalen Myers
Email Address: Purchasing@greeleygov.com
Telephone Number: 970-350-9333

Proposals must be received no later than:

December 3, 2021, by 2:00 p.m. local time

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

The City only accepts proposals in hard copy format and does NOT accept proposals submitted via fax or email. Proposals are to be submitted in a sealed package with the following on the outside of the envelope:

Company Name

RFP Title: Terry Ranch Pipeline Design and Construction CMAR

RFP Number: FK21-10-170

Due Date and Time: December 3, 2021 by 2:00 p.m.

Package must include:

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

Deliver proposals to:

City of Greeley

Purchasing Division

1100 10th Street

Greeley, Colorado 80631

Schedule of Events (subject to change)	All times are given in local Colorado time
RFP Issued	October 22,2021
Mandatory Pre-Proposal Conference at Colorado Conference Room# 227	November 2, at 11:00 am at 1001 11 th Avenue, 2 nd Floor Greeley, Colorado 80631
Inquiry Deadline	November 12, 2021 2:00PM
Final Addendum Issued	November 18, 2021
Proposal Due Date and Time	December 3, 2021 by 2:00 pm
Interviews (tentative)	December 13-14, 2021
Notice of Award (tentative)	December 21, 2021

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EXHIBITS

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

ATTACHMENTS

Attachment	Title
A	Definition of Terms
B	WS Base CMAR – Scope of Work 2017
C	WS Standard CMAA CMAR Agreement 2017_Terry Ranch
D	WS Standard EJCDC General Conditions 2017_Terry Ranch
E	Project Background Documents
F	Key Personnel/Relevant Projects
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SECTION I. BACKGROUND, OVERVIEW, AND GOALS

A. Background

The City of Greeley's Terry Ranch water supply is an underground aquifer located between Carr, Colorado and the Colorado/Wyoming border. This newly acquired water source will be transmitted by an underground finished water transmission line connecting the planned Terry Ranch water treatment plant to the existing 60" finished water transmission line just north of Windsor Colorado.

B. Overview

The City of Greeley is constructing a water transmission pipeline starting northwest of Windsor and installing in a northern direction in a series of construction segments. The first segment will be 6 miles starting at the connection to the Bellvue 60" water transmission pipeline northwest of Windsor to just north of HWY 14. The City of Greeley has an initial 30% design completed during the diligence period of the project. The City of Greeley is proceeding with taking the design of the first 6 miles to 100% and the remaining 27 miles of the 33 mile pipeline to 70% design. Construction of the first 6 miles is planned to begin in 2022 with completion of the entire pipeline by 2035. The City of Greeley is looking for a design consultant and contractor team to design and construct this pipeline. The consultant and contractor team will submit on the relationship, successful projects worked together, and why the team will be successful in separate proposals submitted by each.

C. Goals

The goal for this project is for a design engineer and contractor to propose as a team for the successful completion of this project. The design engineer will propose to take the 30% design to final 100% IFC design of the first 6 miles and 70% design of the remaining 27 miles of the 33 mile pipeline from Windsor Colorado north to Carr Colorado. The contractor partner will propose for design services of a CMAR contractor. During design the contractor will submit a GMP during the 60% design phase of the initial segment of the pipeline. The City would like to start construction of the pipeline in 2022.

Based on performance of the initial project, the design engineer/contractor team will have the ability to contract for the remaining design and construction phases of the pipeline project.

The alignment of the pipeline has been determined and easement acquisition is underway for the entire pipeline route. There are a few required PRV/Pump stations locations that are also being acquired now as well.

The design of the pipeline will be for a future bidirectional pipeline allowing gravity flow from the Terry Ranch water treatment plant south into the existing Greeley water 60" transmission pipeline. The pipeline will also be designed for the future (2080) pumping of treated Bellvue water from the 60" transmission pipeline north to the Terry Ranch well site for reinjection into the aquifer.

SECTION II. STATEMENT OF WORK

A. Scope of Services

a. Design Consultant

The design consultant shall design a cost-effective 36" water pipeline design to include, but are not limited to the tasks listed below. The Consultant shall in their proposal expand and elaborate in sufficient detail and define other tasks necessary to adequately address all design issues involved in the completion of this project.

The total length of the project is 33 miles extending from Carr Colorado on the northern end south to

a connection with the existing Bellvue 60" water transmission line northwest of Windsor Colorado. The project will consist of 100% design of the first six miles of pipeline starting at the connection to the 60" pipeline and heading north crossing highway 14 (Mulberry). The design of the remaining 27 miles will be at a 70% milestone for completion at a future date.

Construction for the first six miles is scheduled to start in 2022, and construction services will be needed for that phase. The remaining 27 miles will be final designed and constructed between 2025 and 2035.

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

- 30% design of the pipeline done by Brown and Caldwell during the diligence phase of the project.

TASK SERIES 1.0 – DESIGN PHASE SERVICES

Task 1.1 - Conduct Project Meetings.

The Consultant shall conduct a project kick-off meeting to review the project goals, obtain City's staff input, exchange information and discuss overall project administration.

Kick-off Meeting: The Consultant to meet with City staff and CMAR. The City will transfer existing information and data as requested by the Consultant and CMAR prior to the meeting. The Consultant shall provide the City with meeting minutes. Consultant to facilitate a half day administrative kick-off meeting to review current project documents, issues, and project activities to date. Communication procedures, expectations, and project design preferences will also be discussed in the kick-off meeting. CMAR will be given instruction on developing a preliminary construction schedule and budget. Additional design participation may include:

Design Progress Meetings: Progress meetings will be scheduled as required to meet the project schedule and coordination with the City and CMAR contractor. The Consultant to propose frequency of meetings. The Consultant shall run the progress meetings and prepare meeting minutes. A combination of virtual and in-person meetings are anticipated with the majority of the meetings being virtual, in-person meetings only on an as-needed basis.

Consultant shall track all design decisions through the process that will include assumptions or support for why the decision was made.

Meeting agenda and minutes will be prepared by the Consultant and distributed to the attendees in a timely manner.

Task 1.2 – Utility Locating and Potholing

The Consultant shall obtain actual pothole depths of all utilities along the first 6-mile pipeline design alignment in accordance with SUE quality Level A. This shall include physically located horizontal and vertical control with survey date to be placed on the plan set. For budgeting purposes, the proposer shall assume that there will be 60 potholes. Consultant to propose the required traffic control to complete potholing located within Windsor, the County, and state highways. Include unit costs so fee can be adjusted if actual number of potholes increases with SUE quality Level A.

Task 1.3 – Geotechnical Investigation

The Consultant will provide a standard geotechnical report for the design of the pipe trench to include soil stability, groundwater and bedrock elevations. The existing geotechnical report includes boring on either side of potential tunneling and located every 3,000 feet along the pipeline. Consultant shall propose number of additional geotechnical bores to complete the noted scope of services. Soil samples shall be collected and tested in accordance with standard practices. Include unit costs so fee can be adjusted on actual number of potholes needed. Soil analysis will include corrosion testing to assist in the corrosion design.

Task 1.4 – SH 14 Tunnel Design and Canal Crossings

The Consultant will design for any highway and canal crossings that will require tunneling.

Task 1.5 – Finalize Alignment

The Consultant will work with the City to make any final adjustments to the overall pipeline alignment within the general confines of the 50-foot permanent easement. The alignment between stations 104+00 and 147+00 will need to be redesigned to work with the proposed development. More updated information will be available at the Pre-Proposal meeting.

Task 1.6 – Design must include hydraulic modeling of the entire pipeline for gravity flow from the north, and multiple pump stations from the south. The pipeline design must be designed to incorporate both scenarios and potential surge scenarios. The pump stations will not be designed or constructed with the first six miles of pipeline.

Task 1.6 – Preliminary Pipeline Design Considerations (70%)

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

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

Task 1.7 – Prepare Final Design Drawings

The Consultant will prepare drawings for this project to include plan and profile sheets at 1-inch equals 50-feet horizontal and 1-inch equals 5 feet vertical. The Consultant will provide quality control and a constructability review as needed. Assume that there will be reviews by the City/CMAR/Owner Representative.

Task 1.8 – Prepare Specifications

The Consultant will prepare technical specifications for this project.

Task 1.9 – Agency and Property Owner Reviews

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

- **CDOT** – will require plan submittal for final approval of alignment and crossing of SH 257 and SH 14 plus discussion for use of portions of CDOT Right-of-Way for temporary construction. Final permit will be obtained by Greeley and their contractor.
- **Weld County Engineering Review** – will require coordination with Weld County Engineering for road and utility crossings as well addressing floodplain development concerns.
- **Town of Windsor** – will require review of the plan and profile sheets for Windsor property and other areas within the Town of Windsor’s jurisdiction. Major sewer trunk line and road crossing will need to be coordinated.
- **Multiple Canal Crossing** – The proposed pipeline alignment will cross multiple canals and a crossing plans will needed to be discussed and developed. The plan and profile shall be submitted to the corresponding Ditch Company’s engineer for review and comment.
- **Poudre Valley REA** – Coordination will be required to avoid parallel and crossing conflicts. Poudre Valley has underground and aboveground electric facilities in this area.
- **Gas Companies** – There are several oil and gas companies that have buried facilities which will need to be located and appropriate crossing plans developed.
- **Property Owner Meetings** – In addition to the afore mentioned list there will be private property owners that need to review the plans for installing pipe and access on their property and provide input to address their potential issues. After submittal of the plans on the specific properties, estimate that there will be 1 meeting each to review and address concerns.

- Consultant shall investigate and design around environmental conditions and any wildlife that will be affected.

- Design must take into consideration budgetary constraints. The Consultant shall participate in the Value Engineering (VE) process with the CMAR contractor. If design changes occur during the VE process, it shall be the Consultants responsibility to incorporate changes to the design and the City will not issue a Change Order for this work.

- CMAR Guaranteed Maximum Price shall be based on 100% design, which may also be referred to as the Issued For Pricing (IFP) set. Early work packages are anticipated as outlined below for early equipment procurement, which is anticipated to be based off 60% design.

- Schedule:
 - The Consultant and CMAR will create a schedule for design progress and delivery schedule. The proposed project milestones and dates that will be incorporated into contract delivery dates. Desired milestones are listed below based on budget availability and construction schedule:
 - 70% Design for first six miles
 - 70% Design for the remaining twenty seven miles
 - 100% (IFP) Design for first six miles
 - Early Work Packages (Define proposed early work packages)
 - Proposed start of construction

- Deliverables:

- The Consultant to provide seven (7) 11x17 plan and specification hard copy sets per design milestone (including final design).
 - The Consultant to provide three (3) hard copies of the full sized final plans (final plans only).
 - The Consultant to provide electronic copy of plans and specifications at each design milestone.
 - The Consultant shall provide electronic copies of the AutoCAD files of the final plans.
 - The Consultant shall provide electronic copies of final hydraulic modeling in InfoWater Suite 12.4, Update #14 with ArcMap 10.7.1. 11595.
 - The Consultant shall provide electronic copies of the final design calculations.
 - The Consultant shall provide electronic copies of quotes and other backup information used for cost estimating.
 - The Consultant shall provide electronic copies of all original work used during the design process (Word, Excel, PowerPoint, etc.).
 - The Consultant shall propose any other deliverables deemed necessary to complete the project.
- Bluebeam Studio:
 - The Consultant must maintain a project Bluebeam Studio that contains all progress submittals.
 - Bluebeam Studio shall be used for progress document review.
 - The Consultant must provide access to the Bluebeam Studio to the City, CMAR, and Owner's Representative. Each party accessing the project studio shall be responsible for obtaining and maintaining their own Bluebeam license.
- Consultant to propose additional tasks as additive alternates that could enhance the project for the City, has added value within the design process or will help reduce project costs.

Consultant Coordination Services with CMAR:

- Value Engineering/Constructability/Schedule Review: Participation in value engineering/constructability/schedule reviews with CMAR, where the CMAR will present review findings and recommendations. Final recommendations will be summarized in a formal report prepared by the CMAR. The design team will then respond to CMAR questions and finally respond in a summary report. The value engineering/constructability/schedule reviews will be completed at the following milestones, which will be in place of the scheduled design progress meetings:
 - 30% design milestone submittal
 - 70% design milestone submittal
 - 100% design milestone submittal
- Construction Cost Estimating: Collaboration with CMAR to develop a project work breakdown structure to be used for cost estimating by both the design team and the CMAR.
- An Owner's Representative will also be hired during the design process to assist with facilitating the CMAR process. The Consultant shall coordinate with the Owner's Representative during the Value Engineering/Constructability/Schedule Review process. The Owner's Representative will also provide design review and provide recommendations. Recommendations will be summarized in a formal report prepared by the Owner's Representative. The design team will then respond to the Owner's Representative questions/comments in a summary report.

TASK SERIES 2.0 – CONSULTANT CONSTRUCTION PHASE SERVICES (Services to coincide with construction for first 6-miles)

Task 2.1 – Construction Administration

Consultant will

- Review Shop Drawing, Product Data, and Samples as required – This information will be reviewed specifically to check that all materials and equipment meet the requirements of the contract documents and the intent of the design. Respond to Contractor Requests for Information (RFIs).
- Provide “Engineering Supplemental Information” (ESI) packets as needed.

Task 2.2 – Construction Meetings

The Consultant will develop agenda and attend bi-weekly construction meetings with the Contractor and prepare meeting minutes to document discussion and decisions made during that meeting. .

Task 2.3 – Record Drawings

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

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

Additional Tasks to be added at the City’s Discretion

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

b. Contraction Management-at Risk Services

Attachment A

Definition of Terms

Attachment B

Scope of Construction Manager-At-Risk Services

Attachment C

Draft Construction Manager-At-Risk Contract

Attachment D

Standard General Conditions of the Contract between Owner and Construction Manager-At-Risk (CMAR)

Attachment E

Project Background Documents

Attachment F

Key Personnel/Relevant Projects

Attachment G

Fee and Rate Proposal Form

Attachment H

Statement of Qualifications Checklist

Attachment I

Forms for Affirmation of Compliance

TASK SERIES 3.0 – CMAR SERVICES

Task 3.1 – General

The CMAR Firm will provide services for preconstruction and construction stages.

Preconstruction services generally consist of actively participating in the Project design process by supporting value engineering, constructability reviews, cost estimating, and schedule development and management, project risk tracker developed and management through design process, and development of Early Work GMP's or a final GMP proposal. A GMP is anticipated to be set at no less than 90%-100% level of completion, and will include supporting documentation.

Construction services generally encompass performance of the Project's construction, management of sub-contractors and vendors, and start up and commissioning of the Project.

Task 3.2 – Preconstruction Services

The CMAR Preconstruction Phase services will be provided in accordance with the pricing included in the price proposal provided.

The CMAR will provide the following Preconstruction Phase services:

General

- 1) This scope provides additional details on work that shall be completed by the CMAR prior to the acceptance of the Guaranteed Maximum Price (GMP) proposal(s) and the construction phase of the work.
- 2) Work that shall be completed by the CMAR prior to the acceptance of the GMP proposal shall herein be referred to as "Preconstruction" within the preconstruction phase of the project.

Administration for Preconstruction Services

1) CMAR Contract Administration

- a) Monthly Status reports and schedules shall be provided with payment applications. Status reports shall describe activities performed during reporting period, anticipated activities during the next period and any problems or anticipated issues that would impact project scope, schedule or budget. Include an updated project Risk Register in the Monthly Status Reports. Project Schedule shall be cost loaded and automatically generated by a software

package such as Primavera. Provide tracking graphs showing planned vs. actual project expenditures.

Preconstruction Services

1) Construction Management Plan

- a) This plan shall be initiated during the preconstruction phase of the project, and shall be updated and maintained for the entirety of the project. As part of the Construction Management Plan the CMAR shall provide:
 - i) Personnel Plan: identify all Key Personnel including but not limited to preconstruction and construction project manager(s), lead estimator, lead scheduler, procurement Lead, QA/QC lead and all other associated personnel necessary to fully meet the CMAR's obligations for preconstruction phase services.
 - ii) Communication Plan: develop a Project Communication Plan from the Kick-Off Meeting in coordination with the OWNER and Design Engineer that defines methods of communication between all parties and review project expectations.
 - iii) Project Schedule: Prepare a project schedule for the Project that shall include the estimated start and finish dates for each project activity, all activities through start-up and commissioning, and the estimated critical path. All preconstruction activities including, but not limited to design milestones provided by the Design Engineer shall be included in the schedule. The project schedule shall be submitted to the OWNER and the Design Engineer upon Notice to Proceed, (NTP), of the preconstruction phase services of the project. The CMAR shall be responsible for maintaining an up to date schedule. The schedule will be used during the preconstruction phase services to evaluate progress on the evolving design.
 - iv) Cost Analysis: Develop and maintain a project cost estimate that will be used during the preconstruction phase services to validate conformance with the project budget.
 - (1) Develop a work breakdown structure for the project in the cost model which is to be shared with the OWNER and Design Engineer;
 - v) Permitting Plan: The plan should identify all construction related permits to be obtained and any other permits OWNER may desire the CMAR to be responsible for managing on their behalf and permits the team has already identified during the preconstruction phase services.
 - vi) Risk Register: Develop and maintain a project risk register that identifies and quantifies potential project risks and the associated cost, schedule and scope impacts by the potential chance of occurrence.
 - vii) Safety Plan: Develop and maintain a safety plan that identifies and quantifies potential project risks. Provide a means of tracking safety results for the duration of the project focusing on the construction phase.
 - viii) Environmental Management Plan: Provide an environmental management plan detailing programs for a storm water pollution prevention plan and handling other environmental issues (dust, on site chemicals and fuel, etc.) required to comply with permits and regulations applicable to the Project.
 - ix) Quality Plan: The quality plan should identify the checks and balance provisions that will be in place during construction to deliver a well-constructed project. Provide details on tracking mechanisms that will be in place to monitor project quality throughout construction. The QC program plan shall focus on the insurance of continuing attention to the production and installation of error-free work.
- b) The CMAR shall submit electronic copy (PDF format) of the construction management and control plan to OWNER and to the project team.

2) Project Design and Progress Meetings

- a) The CMAR's key personnel including the project manager, superintendent(s), quality manager, lead scheduler, safety officer, lead estimator and/or procurement specialist shall participate in a one (4) hour formal project kick-off meeting with OWNER.
- b) The CMAR's key personnel shall participate in project meetings, as needed. The meeting shall be held based on the proposed preconstruction schedule. CMAR to propose the total number of meetings and how many will be in person and virtual.
- c) The CMAR shall prepare budgetary estimates of design alternatives and present the results at the various project meetings.

3) Project Scope Schedule and Budget Tracking:

- a) The CMAR shall be responsible for tracking intermediate design changes that impact scope, schedule and or budget between milestones. Changes provided by the Design Engineer shall then be incorporated into the project schedule and budget on a bimonthly basis.
 - i) Gaps, overruns and other changes that may potentially impact the overall project shall be brought to the attention of the Owner and Design Engineer in writing.
 - ii) Through this exercise, advise the Owner of ways to gain efficiency in project delivery and value engineering.

4) Review of Design Documents:

- a) The CMAR shall provide constructability review and consult on design document clarity and consistency issues in the development of the 30%, 70%, and 90% design milestone review packages, including recommendations on design packaging to advance construction, material availability and independent quantity calculations and to propose all items that may provide additional value to the project. Provide written report documenting review comments within three (3) weeks of receipt of design documents.
- b) At the aforementioned design milestones, review the design documents being prepared for the project. Within twenty (20) working days of receiving the documents, present in written form constructability reviews, and innovative alternative suggestions that bring value to the project (with order of magnitude cost and time impacts) to the Design Engineer and OWNER for consideration.
 - i) The CMAR's team including the Project Manager, Estimator, Scheduler and Superintendent along with any other necessary personnel shall attend design review workshops at the 30%, 70% and 90%/100% engineering design review milestones. All of these review workshops will be 4 hours in duration.
 - ii) The CMAR shall perform and submit independent detailed construction cost estimates for the Project and Critical Path schedules at the 30% and 70% design review milestones which shall include a construction market survey; project assumptions; and reconciliation with previous estimates and schedules. Present the results of this reconciliation exercise at the workshops.
 - (1) If there is a budget gap between the cost estimates the CMAR shall identify the gap and provide potential adjustments to solve the gap and compile them into the written design review report;
 - (2) If there is a gap between milestone schedules, CMAR shall provide project planning and scheduling report in the written report (using critical path methods) to identify non-conformances with the baseline schedule for the design and construction phases to recommend elements of the Project that may need adjustment and/or require less than 100% design in order to alleviate the gap and bring the project back on schedule.
 - iii) The 30% design milestone workshop will serve to define the project as existing design and to plan for the extension of the design to the next milestones. The CMAR shall assist the team in developing the scope of work for the project through cost analysis, schedule review, and present options such as quality project alternatives to be held for future

- construction if the budget allows. At the 30% design milestone the CMAR shall propose the preferred packages of design elements for construction, including the proposal of early-out packages.
- c) The CMAR shall submit an electronic copy (PDF format) of the design review report to OWNER and Design Engineer.

5) Procurement Plan

- a) Develop and implement a Project Procurement Plan which identifies the work packages to be used to facilitate bids, quotes and proposals for the major elements of the Work. The Procurement Plan shall meet OWNER's Purchasing Policies and shall:
- i) Describe the procurement process for the selection of construction subcontracts, and quotations for equipment and materials;
 - ii) Clearly identify and justify any need to implement a prequalification process for subcontractors, vendors and suppliers to meet the estimated project schedule; written approval from OWNER must be obtained prior to the prequalification process.
 - iii) Identify and recommend which work, if any, should be procured through value based competitive selections, in lieu of low bid;
 - iv) Identify subcontract work packages, equipment and material requests for quotation.
 - v) Identify long-lead equipment procurement needs and submit a validation report to OWNER indicating how the equipment will be procured without impacts to the critical path schedule;
 - vi) Clearly identify Work packages that the CMAR intends to bid with the intent to self-perform the work.
 - vii) Develop a list of potential bidders, Subcontractors and equipment suppliers.
- b) The CMAR shall lead a workshop to review the Procurement Plan with the team and advise the OWNER and the Design Engineer of ways to gain efficiency in project delivery and work packages.
- c) The CMAR shall submit an electronic copy (PDF format) of the final procurement plan to OWNER and Design Engineer.

6) Confirmation of existing infrastructure:

- a) CMAR to propose number of additional potholes needed to supplement record data and survey information supplied by the Owner and in addition to consultant SUE efforts. Potholing for verification of existing piping and utility identification and location will be jointly scoped by Owner, CMAR, and Designer. Intent is for CMAR to assist in defining appropriate locations and level of detail in preconstruction phase to provide information to further develop the design, addressing specific areas of risk, constructability, and sequence of work. CMAR to be responsible for collection and distribution of potholing information, and to track record information for use during construction and for record documentation.

7) Prepare a Guaranteed Maximum Price (GMP) Proposal(s):

- a) Finalize the Procurement Plan. Include the list of potential bidders, Subcontractors and equipment suppliers.
- b) Prepare a draft GMP Proposal(s) for the 90%-100% submittal and provide the draft to OWNER and Design Engineer at least one week ahead of schedule GMP negotiation workshop;
- c) The CMAR shall prepare GMP(s) that include unit cost, quantities and estimation assumptions.
- i) Attend a GMP negotiation and finalization meeting; assume (4) hour, review session upon completion of the 90%-100% deliverable to present the GMP proposal(s) to the team and an additional, (4) hour, negotiation session to review the revised GMP from the original session.

- (1) The GMP(s) will be reviewed by the Design Engineer and compared with the opinion of probable construction cost (OPCC) completed by the Design Engineer at the design milestone.
 - (2) Critical unit costs, quantities and assumptions included in the GMP will be compared to the OPCC and any discrepancies will be resolved during GMP negotiations.
- d) The CMAR shall submit electronic copy (PDF format) of the initial and final GMP to OWNER and Design Engineer.

Task 3.3 – Construction Services

- Provide input to the final design.
- Establish a value engineering process.
- Procure equipment and subcontractors.
- Secure necessary construction related permits.
- Construct the Project.
- Conduct performance testing, startup, and commissioning.
- Provide operator training for new equipment.
- Provide warranty coverage.
- Provide operations and maintenance manuals and as-built drawings to the Owners.

Task 3.4 - Roles and Responsibilities

Owners: The Owners will cooperate with the CMAR Firm and will fulfill its own responsibilities in a timely manner to facilitate the CMAR Firm's timely and efficient performance of services. Owner responsibilities include:

- Coordinate between Design Engineer and selected CMAR Firm.
- Coordinate with other utility companies and outside agencies as necessary.
- Review submissions and provide comments to CMAR Firm.
- Furnish existing studies and provide complete, accurate and reliable data and information regarding the Project, including record drawings, preliminary studies, etc.
- Provide information and provide (or engage CMAR Firm or Design Engineer to perform) additional studies that may be necessary to complete the Project.
- Provide adequate funding.
- Provide access to the Project site and any necessary easements.
- Provide any necessary licensed personnel for start-up services.
- Cover the cost of regulatory approvals and permits. The Owner and Design Firm will be responsible for and will assist the CMAR Firm in obtaining regulatory approvals and permits it is responsible for.

CMAR Firm: The CMAR Firm will cooperate with the Owners and will actively participate in each phase of the project to provide in a timely manner the preconstruction and construction services necessary to complete the Project scope specified in this RFP. The CMAR Firm responsibilities include:

- Attend, schedule, and lead various partnering, design review, and progress meetings and workshops
- Provide written notes/minutes from meetings and workshops
- Provide input to the design engineer.
- Collaborate with Owner and Design Engineer as required to meet Project objectives.
- Select subcontractors, trade contractors, and material and equipment suppliers with Owner input.

- Provide cost estimates and schedule updates as required.
- Supervise subcontractors and CMAR Firm personnel.
- Obtain certain governmental approvals and permits.
- Coordinate site access with Owner.
- Conduct performance testing.
- Implement quality-management procedures.
- Implement Project health and safety practices.
- Warranty guarantees and Insurance.
- Provide operations and maintenance manuals and as-built drawings.

Design Engineer: The Design Engineer will work with the Owners and CMAR Firm during the preconstruction stages for the appropriate development of design detail. Design Engineer responsibilities include:

- Coordinate with Owners and selected CMAR Firm.
- Provide design development of drawings and specifications for all Project design components.
- Coordinate with design sub consultants, including geotechnical engineering, site surveying, and architect.
- Prepare and submit the Basis of Design Report for each Project phase to the CDPHE to obtain an approval to construct.
- Prepare agendas and minutes for all coordination meetings and workshops during the preconstruction stage.
- Work with the Owners and CMAR Firm to develop maintenance of plant operations and process sequence/start-up plans and requirements.
- Assist with best value selection for equipment and subcontractors, as requested by the Owners.
- Provide Engineering Services During Construction for each construction phase.
- Electronic and Paper Copies of equipment O&M Manuals
- Redline construction drawings (District Engineer will be responsible for producing record drawings).

B. Period of Award

The completion date of providing the required product and services shall be based on proposed schedule

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

C. Minimum Mandatory Qualifications of Offeror

The Consultant shall provide one or multiple project managers who are Licensed Professional Engineers with at least ten years' experience with water transmission pipeline design. The project manager(s) must be located within 75 miles of Greeley. The Consultant key personal (project manager and lead project engineers) shall have at least three total pipeline design projects in the last ten years of similar scope and scale no less than 24" diameter and 1-mile long and at least one

project design with steel pressure pipe. The design consultant shall have design experience in a cold weather climate similar to Colorado.

The CMAR must describe the performance history and experience with successful CMAR or design build projects. The contractor must have experience in the last 10 years with installation of no less than 24" diameter and 1 mile long with a cumulate experience of at least 4 miles. At least one project must be with installation of steel pressure pipe. Complete the provided forms for Contractor Relevant Projects found in Attachment F and include three example projects completed within the last 10 years in Appendix B.

SECTION III. ADMINISTRATIVE INFORMATION

A. Issuing Office:

The City's contact name listed herein is to be the sole point of contact concerning this RFP. Offerors shall not directly contact other personnel regarding matters concerning this RFP or to arrange meetings related to such.

B. Official Means of Communication:

All official communication from the City to offerors will be via postings on an electronic solicitation notification system, the Rocky Mountain Bid System (www.rockymountainbidsystem.com). The Purchasing Contact will post notices that will include, but not be limited to, proposal document, addenda, award announcement, etc. It is incumbent upon offerors to carefully and regularly monitor the Rocky Mountain Bid System for any such postings.

C. Inquiries:

Prospective offerors may make written inquiries by e-mail before the written inquiry deadline concerning this RFP to obtain clarification of requirements. There will be opportunity to make inquiries during the pre-proposal conference, if any. No inquiries will be accepted after the deadline. Inquiries regarding this RFP (be sure to reference RFP number) should be referred to:

E-Mail: Purchasing@greeleygov.com
Subject Line: RFP #FK21-10-170

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

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

D. Insurance: (Exhibit 3)

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

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

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

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

E. Modification or Withdrawal of Proposals:

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

F. Minor Informalities:

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

G. Responsibility Determination:

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

H. Acceptance of RFP Terms:

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

I. Protested Solicitations and Awards:

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

1. Stay of procurement during protests. In the event of a timely protest under Subsection (A) of this Section, the Purchasing Manager shall not proceed further with the solicitation or award of the contract until all administrative and judicial remedies have been exhausted or until the City Manager makes a written

determination on the record that the award of a contract without delay is necessary to protect substantial interest of the City. (Ord. 75, 1984 §2 (part))

J. Confidential/Proprietary Information:

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

K. Acceptance of Proposal Content:

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

L. RFP Cancellation:

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

M. Negotiation of Award:

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

N. Contract: (Exhibit 2)

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

O. RFP Response/Material Ownership:

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

P. Incurring Costs:

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

Q. Utilization of Award by Other Agencies:

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

R. Non-Discrimination:

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

S. News Releases:

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

T. Certification of Independent Price Determination:

1. By submission of this proposal each offeror certifies, and in the case of a joint proposal each party, thereto certifies as to its own organization, that in connection with this procurement:
 - a) The prices in this proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
 - b) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening, directly or indirectly to any other offeror or to any competitor; and
 - c) No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

2. Each person signing the Request for Proposal form of this proposal certifies that:
 - a) He/she is the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to (1.a) through (1.c) above; or
 - b) He/she is not the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein but that he/she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (1.a) through (1.c) above, and as their agent does hereby so certify; and he/she has not participated, and will not participate, in any action contrary to (1.a) through (1.c) above.

3. A proposal will not be considered for award where (1.a), (1.c), or (2.) above has been deleted or modified. Where (1.b) above has been deleted or modified, the proposal will not be considered for award unless the offeror furnishes with the proposal a signed statement which sets forth in detail the circumstances of the disclosure and the City's Purchasing Manager, or designee, determines that such disclosure was not made for the purpose of restricting competition.

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

U. Taxes:

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

V. Assignment and Delegation:

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

W. Availability of Funds:

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

X. Standard of Conduct:

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

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

1. Neglect of duty.
2. Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions or fighting.
3. Theft, vandalism, immoral conduct or any other criminal action.
4. Selling, consuming, possessing, or being under the influence of intoxicants, including alcohol, or illegal substances while on assignment for the City.

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

Y. Damages for Breach of Contract:

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

Z. Other Statutes:

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

SECTION IV. PROPOSAL SUBMISSION – DESIGN CONSULTANT

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

Offerors shall submit in a sealed package:

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

To facilitate the evaluation, offeror shall submit and organize all responses in the same order as listed in Section V. Proposals that are determined to be at a variance with this requirement may not be accepted. The City only accepts proposals in hard copy format and does not accept proposals submitted via fax or email.

Late proposals will not be accepted. It is the responsibility of the offeror to ensure that the proposal is received at the City of Greeley's Purchasing Division on or before the proposal due date and time.

The outside of the package will include the following information:

- Company Name
- RFP Number
- RFP Title
- Due Date and Time

SECTION V. RESPONSE FORMAT – Design Consultant

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

- A. Cover Letter.** Include a cover letter introducing your company, summarizing your qualifications, and detailing any exceptions to this RFP (please note that significant exceptions may make your proposal non-responsive). This letter should also provide principal contact information for this RFP, including address, telephone number, fax number, e-mail, and website (if applicable).
- B. Company Information**
1. Provide the following information as listed: Company Name, Address, Phone Number, and Names of Principals.

2. Identify the year in which your company was established and began providing consulting services.
3. Describe any pending plans to sell or merge your company.
4. Provide a comprehensive listing of all the services you provide.

C. Use of Subcontractors/Partners. There may be areas for use of subcontractors or partners in this project. If you are utilizing this approach, your proposal must list the subcontractors/partners, services to be provided, and include all other applicable information herein requested for each subcontractor/partner. Please keep in mind that the City will contract solely with your company, therefore subcontractors/partners remain your sole responsibility.

D. Minimum Mandatory Qualifications. Include an itemized description of how your company meets each of the minimum mandatory qualifications outlined in Section II, C. Failure to meet or exceed these requirements will disqualify your response.

**E. Evaluation Criterion –
Design Consultant**

#1 – Company and Personnel Experience

1. Describe your customer service philosophy and how this project will be managed to get the best value product for the City.
2. Demonstration of the necessary experience, organization, and technical qualifications for the proposed work.
3. List key personnel that will be committed to this project, their resumes, describe their role and title, and availability for contract duration (include in appendices).
4. List similar projects that have been completed by proposed key personnel.
5. Provide **completed** representative projects of similar nature as required in the Minimum Qualifications (Section II.C). Include Owner contact information, key personnel assigned, pertinent project information, timeliness of completion, costs control (include in appendices). The City reserves the right to contact the references provided in your proposal as well as other references without prior notification to you.
6. Propose how the consultant will manage this project to meet project goals and objectives. How does the consultant propose to structure the organizational chart to ensure that project goals and objectives are met.
7. Propose the methods and timeline of communication your firm will use with the City's project managers and other City staff.

#2 – Project Approach/Scope of Work

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

#3 - Schedule

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

#4 – Cost and Work Hours

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

#5 – Contractor CMAR Collaboration

1. Describe the relationship working with the proposed Contractor CMAR team. Describe how this proposed will team successfully and cost effectively complete of the project in a timely fashion. What benefits does the proposed team bring to project and the benefit for the City of Greeley.

F. Proposal Acknowledgement: (Exhibit 1)

Include this form as provided in Exhibit 1.

SECTION VI. EVALUATION AND AWARD – DESIGN CONSULTANT

A. Proposal Evaluation

All proposals submitted in response to this RFP will be evaluated by a committee in accordance with the criteria described below. Total scores will be tabulated and committee member's scores will be normalized to complete the ranking portion of the evaluation. The highest ranking firms will be requested for presentation or directly enter into negotiations.

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

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

1. Company and Personnel Qualifications - 25 points
2. Approach to Scope of Work & Coordination with CMAR or Consultant - 25 points
3. Schedule - 10 points
4. Cost and Work Hours - 20 points
5. Contractor CMAR Collaboration - 20 points

A presentation and/or demonstration may be requested by short-listed offerors prior to award. However, a presentation/demonstration may not be required, and therefore, complete information should be submitted with your proposal.

B. Determination of Responsibility of the Offeror

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

The City of Greeley's Municipal Code defines a "Responsible Offeror" as one who has "the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance." The City reserves the right to request information as it deems necessary to determine an offeror's responsibility. If the offeror fails to supply the requested information, the City shall base the determination of responsibility upon any available information or may find the offeror non-responsible if such failure is unreasonable.

SECTION VII. PROPOSAL SUBMISSION – CONTRACTOR CMAR

A. CMAR Statement of Qualifications

Proposer shall submit the Statement of Qualifications checklist provided as Attachment H to verify that the proposer meets all project minimum requirements as specified by the Owner. With the Statement of Qualifications include five relevant project examples from Attachment F, to show that that proposer meets the qualification requirements for the relevant projects. This list is established as the minimum requirements to prequalify for the project and the proposer must represent that all minimum requirements have been met to prequalify for the project. The minimum requirements will not be verified until the RFP has been submitted. If it is found during the RFP process that the proposer does not in fact meet all of the minimum requirements the proposer will immediately be removed from the qualified contractor list, without scoring the proposal.

B. Submission Format

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

C. Submission Content

The content requirements set forth in this RFP represent the minimum content requirements for the Proposal. It is the Proposer's responsibility to include information in its Proposal to present all

relevant qualifications and other materials. The Proposal, however, should not contain standard marketing or other general materials. It is the Respondent's responsibility to modify such materials so that only directly relevant information is included in the Proposal.

The Proposal must include the following information in the order listed below:

- Transmittal Letter
- Part 1 – Executive Summary
- Part 2 – Statement of Qualifications Checklist
- Part 3 – Project Team
- Part 4 – Project Approach
- Part 5 – Pre-Construction and Construction Fee and Rate Proposal (RFP Attachment G)
- Part 6 – Design Consultant Collaboration
- Appendix A – Forms for Affirmation of Compliance (RFP Attachment I)
- Appendix B – Resumes, Project Team, and Contractor Relevant Projects (Attachment F)
- Appendix C – Construction Labor and Equipment Rate Proposal (RFP Attachment G)

As a part of Appendix A include the Proposal Acknowledgement (Exhibit 1), the Debarment/Suspension Certification Statement (Exhibit 4), and sworn statement attesting to any legal proceedings and judgments.

D. Transmittal Letter

Proposers must submit a transmittal letter (2 page maximum) on the Proposer's letterhead. It must be signed by a representative of the Proposer who is authorized to sign such material and to commit the Proposer to the obligations contained in the Proposal. The transmittal letter must include the name, address, phone number and e-mail address for the Proposer Contact and must specify who would be the CMAR's signatory to any contract documents executed with the Owner. The transmittal letter may include other information deemed relevant by the Proposer. The Proposer must notify the Owner of any changes subsequent to submission of the Proposal and before the selection process is completed (and, in the case of the selected Proposer, before execution of the Construction Manager-At-Risk Contract).

E. Part 1 – Executive Summary

The executive summary (maximum 2 pages) must include a concise overview of the key elements of the Proposal. The executive summary shall not be used to convey additional information not found elsewhere in the Proposal.

F. Part 2 – Statement of Qualifications

Proposers must submit the Statement of Qualifications checklist provided in Attachment H. This part of the Proposal confirms that the statement of qualifications (SOQ) submitted in response to the request for qualifications, is incorporated as part of the Proposal.

G. Part 3 – Project Team

The composition, organization and management of the contractor Project Team must be described in two separate subsections.

a. Part 3.1 – Project Key Personnel

Complete the provided forms for Project Key Personnel found in Attachment F and include five example of similar projects working on collection, distributions, and transmission systems projects with at least \$1,000,000 dollars in contract amount that include Project Key Personnel completed within the last 5 years in Appendix B.

Contractor/other firms:

- Identify any other key firms (such as subcontractors and sub-consultants) included on the Project Team along with the contractor, and describe the scope of the contractor's and each firm's services and responsibilities during phase 1 and phase 2 of the Project.
- Provide a list of sub-contractors the contractor has previous experience with including firms name and address. Identify if said sub-contractor(s), the contractor has listed, has a local presence in the Greeley (or northern Colorado) marketplace.

Key Personnel

- Identify all Key Personnel (and their firm affiliations) on the Project Team and describe their specific responsibilities during the Project.
- Provide organizational charts showing the reporting relationships and responsibilities of all Key Personnel (along with their firm affiliations) and describe the contractor's approach to the management of such Key Personnel.
- Provide resumes for all Key Personnel in Appendix B (Resumes). Resumes must be limited to two pages per individual and include their experience as it relates to the Project and to the individual's specified role on the Project.
- Demonstrate ability of project managers or field superintendents has experience with transmission systems projects.

Any change in the firms or Key Personnel included in the SOQ will require approval by the Owner and can result in loss of the contract at the sole discretion of the City of Greeley.

b. Part 3.2 – Contractor Relevant Projects

Reference Projects

The Respondent shall submit descriptions of reference projects to demonstrate relevant experience.

- The contractor has experience providing CMAR preconstruction related services for similar type projects
- The contractor has experience providing CMAR construction for similar type projects

Each project description shall contain at least the following information:

- Name of owner.
- Owner reference and contact information.
- Role of respondent in CMAR or design build process
- Project value including: the original GMP or lump sum, the final completed construction value and the percentage of final GMP or lump sum that was directly related to Owner (including Owner Representative) directed changes.
- Year started and year completed.
- Description of the project showing relevance to this Project.
- Names of firms and Key Personnel that participated in project and are included in this RFP, along with a clear description of the roles and responsibilities of each.

Safety

Provide a summary description of the contractor's corporate safety program and include safety statistics or records indicating categories of accidents and their incidence or frequency rates for the past three years. The following safety records must be provided for the contractor for the current and past three years:

- The experience modification rate (EMR) calculated by the National Council on Compensation Insurance or similar rating bureau. (The EMR is also referred to as the experience modification rating, experience modification factor, experience modifier or X-mod.) An EMR not greater than 0.9 is preferred.
- The days-away-from-work injury incident rate (DART - days away, restricted or transferred). A day-away-from-work injury is an injury that prevents an employee from returning to his or her next regularly scheduled shift, one or more restricted days or that resulted in an employee transferring to a different job within the company. The incidence rate is calculated by multiplying the number of days-away-from-work, restrictions or job transfers for the particular year by 200,000 and then dividing the product by the total hours worked by employees during the year covered.

H. Part 4 – Project Approach

Provide a conceptual description of the contractor's approach for managing and performing its services during Phase 1 and Phase 2 of the Project, addressing the following topics.

I. Part 4.1 – Project Approach

- Discuss how a collaborative relationship with the Owner and Design Engineer would be established during Phase 1 preconstruction services including design development, scheduling, cost estimating and GMP development.
- Discuss how the design and construction processes will interface (including how constructability issues, construction document packaging, value engineering and risk issues will be addressed).
- Discuss your company's ability to self-perform construction activities, define what activities you anticipate self-performing, and percentage anticipated for this project. An ability to self-perform a minimum of 30% of the construction is required.
- Describe the process that will be used to attempt to utilize quality sub-contractors located within Northern Colorado, Greeley, & Weld County.
- Describe the process for developing the GMP proposals (defined by the Owner and including the approach to establishing contingency)

J. Part 5 – Pre-Construction and Construction Fee and Rate Proposal

The Proposer must complete RFP Attachment G (Fee and Rate Proposal Form) – with all required pricing information. The scope of CMAR services for which pricing is required is defined in RFP Attachment B (Scope of CMAR Services), which shall correspond to the fee provided for Phase 1: Pre-Construction Services. The Phase 2 CMAR Construction Services Fees shall be included in Attachment G calculated based on the two bid schedules for work on the removal of the 4" cast iron line located in 20th street and the pipeline replacement at 17th Street and 30th Ave. Ct as noted in Section 2.2. The contractor shall include project contingencies, general conditions costs, overhead, profit, and Insurances and Bond associated costs. The overhead, profit, insurance, and bonds shall be fixed for the duration of the three-year contract. Part 5 of the Proposal should describe the basis for the fee and rate proposal and discuss its viability from the CMAR's perspective.

Be advised that the Owner is not interested in proposed fees or rates that provide excessive discounts from the CMAR's anticipated actual costs for the requested services. If Owner determines (at its sole discretion) that the fees and rates included in a Proposal are unacceptably below industry norms or that a Proposer's fees and rates are substantially or unacceptably below other Proposals, the Owner may (at its sole discretion) either declare that Proposal to be non-responsive or seek additional detailed information from that Proposer concerning the cost basis for its fee and rate proposal, prior to rendering a decision on the Proposal's responsiveness.

K. Appendix C – Construction Labor & Equipment Rates Proposal

The CMAR shall propose fixed rates for all labor and equipment that maybe utilized for construction of the projects for the term of this contract. The fixed rate for labor and equipment established in the initial CMAR contract allows for annual price increase or decrease adjustments in subsequent years. The CMAR shall propose the amount of increase or decrease in fixed rates for labor and equipment based on the justifications for the change and shall not exceed the ENR Construction Cost Index. The new proposed rates must be approved by the City in advance of being used in project costs.

The resulting contract from this RFP may be renewed upon mutual agreement for a maximum of three years. No guarantee is made to the scope of future work and may be modified at the sole discretion of the City of Greeley. Renewal shall depend on the Contractor's quality of work and negotiated GMG.

L. Part 6 – Design Consultant Collaboration

Describe the relationship working with the proposed Design Consultant team. Describer how this proposed will team successfully and cost effectively complete of the project in a timely fashion. What benefits dose the proposed team bring to project and the benefit for the City of Greeley.

SECTION VIII. PROPOSAL Evaluation and Selection – CONTRACTOR CMAR

A. 6.1 General

The Proposals will be reviewed and evaluated by the Owner's selection committee (with assistance provided by outside advisors if desired by Owner) according to the requirements and criteria outlined in this Section 6. During the Proposal evaluation process, written questions or requests for clarification may be submitted to one or more Proposers regarding its Proposal or related matters. Failure to respond in a timely manner to any such questions or requests may be grounds for elimination of the Proposer from further consideration. A presentation and/or demonstration may be requested by short-listed offerors prior to award. However, a presentation/demonstration may not be required, and therefore, complete information should be submitted with your proposal. Committee members may revise their initial scores based upon additional information and clarification received in this phase. If your company is invited to give a presentation to the committee, these dates may not be flexible.

B. 6.2 Responsiveness

Each Proposal will be reviewed to determine whether it is responsive to the RFP. Failure to comply with the requirements of this RFP may result in a Proposal being rejected as non-responsive. At its sole discretion, however, the selection committee may waive any such failure to meet a requirement of this RFP and may request clarification or additional information to remedy a failure.

C. Evaluation Criterion – Contractor CMAR

The City of Greeley awards contracts to responsible vendors only. The City of Greeley’s Municipal Code defines a “Responsible Respondent” 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 a Respondent’s responsibility. If the Respondent fails to supply the requested information, the City shall base the determination of responsibility upon any available information or may find the Respondent non-responsible if such failure is unreasonable.

In ranking the proposals, the selection committee will utilize a 100-point scale whereby the maximum points awarded for each of the evaluation criteria will be based on the percentage weight set forth above. In this process the selection committee reserves the right to normalize the committee member’s scores to complete the ranking portion of the evaluation.

Proposal Comparative Evaluation Requirements:	Points Available
Part 3.1 - Project Key Personnel	20
Part 3.2 - Contractor Relevant Projects	25
Part 4.1 - Project Approach	20
Part 5 - Pre-Construction Fee and Rate Proposal	5
Part 5 - Construction Fee and Rate Proposal	15
Part 6 – Design Consultant Collaboration	15
Total	100

D. Selection

The City of Greeley will base their selection on the results from the combination proposals and presentation if required. After the evaluation process is complete, the Owner will select the proposer that submits the proposal that offers the best value based on the published selection criteria and on its ranking evaluation.

The Owner shall first attempt to negotiate a contract with the selected proposer. If the Owner is unable to negotiate a satisfactory contract with the selected proposer, the Owner will, formally and in writing, end negotiations with that proposer and proceed to negotiate with the next proposer in the order of the selection ranking until a contract is reached or negotiations with all ranked proposers end.

SECTION IX. Conditions for Proposers – Contractor CMAR

A. 7.1 Owner Authority

Owner is a Home Rule Municipality in the State of Colorado as set forth in Article 20, Section 6 of the Colorado Constitution. The procurement process for this Project is authorized under Article III – Source Selection and Contract Formation.

B. 7.2 Ineligible Firms and Individuals

The following firms and individuals are serving in an advisory capacity to the Owner for this Project and are therefore not eligible to assist or participate with any Respondent that submits a Proposal for the Project.

C. 7.3 Conflict of Interest

The following laws mandate the public disclosure of certain information concerning persons doing business or seeking to do business with the Owner, including affiliations and business and financial relationships such persons may have with Owner officers: Greeley is subject to C.R.S. 24-72-201+, Colorado Public Records Law.

D. 7.4 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 has been marked proprietary or confidential by the vendor at the time the proposal has been submitted to the City of Greeley. 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 or proprietary. Questions regarding the application of this procedure must be directed to the Purchasing Contact listed in this RFP.

E. 7.5 Rights of the Owner

In connection with this procurement process, including the receipt and evaluation of Proposals and award of the Construction Manager-At-Risk Contract, Owner reserves to itself (at its sole discretion) all rights available to it under applicable law, including without limitation, with or without cause and with or without notice, the right to:

- Cancel, withdraw, postpone, or extend this RFP, in whole or in part, at any time prior to the execution of the Construction Manager-At-Risk Contract, without incurring any obligations or liabilities.
- Modify the procurement schedule.
- Waive deficiencies, informalities and irregularities in a Proposal and accept and review a non-conforming Proposal.
- Suspend and terminate the procurement process or terminate evaluations of Proposals received.
- Permit corrections to data submitted with any Proposal.
- Hold meetings and interviews, and conduct discussions and correspondence, with one or more of the Proposers to seek an improved understanding of any information contained in a Proposal.
- Seek or obtain, from any source, data that has the potential to improve the understanding and evaluation of the Proposals.
- Seek clarification from any Proposer to fully understand information provided in the Proposal and to help evaluate and rank the Proposers.
- Reject a Proposal containing exceptions, additions, qualifications or conditions not called for in the RFP or otherwise not acceptable to the Owner.
- Conduct an independent investigation of any information, including prior experience, included in a Proposal by contacting project references, accessing public information, contacting independent parties, or any other means.
- Request additional information from a Proposer during the evaluation of its Proposal.
- Negotiate the award for services with a sole Proposer in lieu of accepting the Proposal as is, in the event only one (1) responsive RFP is received by the City.

F. 7.6 Obligation to Keep Project Team Intact

Proposers are advised that all firms and Key Personnel identified in the Proposal shall remain on the Project Team for the duration of the procurement process and execution of the Project. (The anticipated dates for award of the Construction Manager-At-Risk Contract and for completion of the Project are set forth in Section 2.3 of this RFP.) If extraordinary circumstances require a change, it must be submitted in writing to the Owner Contact, who, at his sole discretion, will determine whether to authorize a change, recognizing that certain circumstances (such as termination of employment) may occur that are beyond the CMAR's control. Unauthorized changes to the Project Team at any time during the procurement process may result in elimination of the Proposer from further consideration.

G. 7.7 Addenda

If any revisions to the RFP or procurement process become necessary or desirable (at the Owner's sole discretion), the Owner may issue written addenda. **The Owner will post all addenda to bid-net. It is Proposer's responsibility to obtain all addenda prior to submitting its Proposal.**

H. 7.8 Protests

Any actual or prospective firm, Respondent 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 Official. 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 have known the facts giving rise to such protests prior to bid opening or the closing date for submittals.

Stay of procurement during protests. In the event of a timely protest under, the Purchasing Official 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))

I. 7.9 Other Conditions under this RFP

Acceptance of RFP Terms: A submission in response to this RFP shall constitute a binding offer. The autographic signature of a person who is legally authorized to execute contractual obligations on behalf of the Proposer shall indicate acknowledgment of this condition. A submission in response to this RFP acknowledges acceptance by the Respondent of all terms and conditions as set forth herein. Respondents shall identify clearly and thoroughly any variations between their Proposal and the RFP in the cover letter. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.

Assignment and Delegation: Neither party for any resulting contract may assign or delegate any portion of the agreement without the prior written consent of the other party.

Availability of Funds: Financial obligations of the City of Greeley payable after the current fiscal year are contingent upon funds for the 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.

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

Non-Discrimination: The Respondent 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.

Taxes: The price or prices for the Work will include full compensation for taxes that the Contractor is or may be required to pay. The Contractor shall bear the risk of any added or increased taxes occurring during the prosecution of the Work. A change in taxes shall under no circumstances entitle the Contractor to an adjustment under the Contract.

The Contractor's attention is directed to the fact that this Project is exempt from payment of City of Greeley Sales and Use taxes, and such taxes must not be included in the amount of bid.

The Contractor shall pay all sales and use taxes required to be paid, shall maintain such records in respect of his work, which shall be separate and distinct from all other records maintained by the Contractor and shall be available for inspection by the Owner at any and all reasonable times, and shall furnish the Owner with such data, as may be necessary to enable the Owner to obtain any refunds of such taxes which may be available to the Owner under the laws, ordinances, rules or regulations applicable to such taxes. The Contractor shall require each of his subcontractors to pay all sales and use taxes required to be paid and to maintain such records and furnish the Contractor with such data as may be necessary to enable the Owner to obtain a refund of the taxes paid by such subcontractors.

COOPERATIVE PURCHASING STATEMENT

The City of Greeley 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 of Greeley supports such cooperative activities. Further, it is a specific requirement of this proposal or Request for Proposal that pricing offered herein to the City of Greeley 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 of Greeley shall not be liable for any costs or damages incurred by any other entity.

**EXHIBIT 1
PROPOSAL ACKNOWLEDGEMENT**

The offeror hereby acknowledges receipt of addenda numbers _____ through _____.

Falsifying this information is cause to deem your proposal nonresponsive and therefore ineligible for consideration. In addition, falsification of this information is cause to cancel a contract awarded based on one or both of the above preferences.

By signing below, you agree to all terms & conditions in this RFP, except where expressly described in your cover letter.

Original Signature by Authorized Officer/Agent

Type or printed name of person signing

Company Name

Title

Phone Number

Vendor Mailing Address

Fax Number

City, State, Zip

Proposal Valid Until (at least for 90 days)

E-Mail Address

Website Address

Project Manager:

Name (Printed)

Phone Number

Vendor Mailing Address

Fax Number

City, State, Zip

Email Address

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

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

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

ARTICLE 1 - SERVICES

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

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

ARTICLE 2 - SCHEDULE

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

ARTICLE 3 - PAYMENTS TO CONSULTANT

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

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

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

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

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

ARTICLE 5 - TERMINATION

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

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

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

ARTICLE 6 - PERSONNEL

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

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

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

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

ARTICLE 7 – SUB-CONSULTANT

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

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

ARTICLE 8 - FEDERAL AND STATE TAX

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

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

ARTICLE 9 - AVAILABILITY OF FUNDS

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

ARTICLE 10 - INSURANCE

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

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

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

D. The CONSULTANT shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the amounts of \$1,000,000 combined single limit bodily injury and \$50,000

property damage to protect the CONSULTANT from claims for damages for bodily injury, including wrongful death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations by the CONSULTANT or by any directly or indirectly employed by the CONSULTANT.

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

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

ARTICLE 11 - INDEMNIFICATION

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

ARTICLE 12 - SUCCESSORS AND ASSIGNS

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

ARTICLE 13 - REMEDIES

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

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

ARTICLE 14 - COLORADO LAW

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

ARTICLE 15 - CONFLICT OF INTEREST

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

The CONSULTANT shall promptly notify the CITY in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the CITY as to whether the association, interest or circumstance would, in the opinion of the CITY, constitute a conflict of interest if entered into by the CONSULTANT. The CITY agrees to notify the CONSULTANT of its opinion by certified mail within 30 days of receipt of notification by the CONSULTANT. If, in the opinion of the CITY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the CITY shall so state in the notification and the CONSULTANT shall, at his/her option, enter into said association, of interest with respect to services provided to the CITY by the CONSULTANT under the terms of this Contract.

ARTICLE 16 - EXCUSABLE DELAYS

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

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

ARTICLE 17 - ARREARS

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

ARTICLE 18 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

ARTICLE 19 - INDEPENDENT CONSULTANT RELATIONSHIP

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

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

ARTICLE 20 - CONTINGENT FEES

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

ARTICLE 21 - ACCESS AND AUDITS

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

ARTICLE 22 - NONDISCRIMINATION

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

ARTICLE 23 - SURVIVAL

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

ARTICLE 24 - ENTIRETY OF CONTRACTUAL AGREEMENT

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

ARTICLE 25 - ENFORCEMENT COSTS

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

ARTICLE 26 - AUTHORITY TO PRACTICE

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

ARTICLE 27 - SEVERABILITY

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

ARTICLE 28 - AMENDMENTS AND MODIFICATION

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

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

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

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

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

- A. By signing this Agreement, the CONSULTANT certifies that at the time of the Certification, it does not knowingly employ or contract with any Illegal alien who will perform work under this Contract.
- B. By signing this Agreement, the CONSULTANT certifies that it shall not knowingly employ or contract with any illegal aliens to perform work under this contract; nor enter into a contract with any sub-consultant that knowingly employs or contracts with an illegal alien to perform work under this contract.
- C. CONSULTANT has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify program or the Colorado Department of Labor and Employment Program.
- D. The CONSULTANT is prohibited from using the E-Verify program or the Department of Labor and Employment Program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed.
- E. By signing this agreement the CONSULTANT affirmatively acknowledges that if the CONSULTANT obtains actual knowledge that a sub-consultant performing work under the public contract for services knowingly employs or contracts with an illegal alien, the CONSULTANT shall be required to:
 - (i) notify the sub-consultant and the contracting state agency or political subdivision within three days that the CONSULTANT has actual knowledge that the sub- consultant is employing or contracting with an illegal alien; and
 - (ii) terminate the subcontract with the sub-consultant if within three days of receiving the notice required pursuant to sub-subparagraph (i) of this subparagraph the sub-consultant does not stop employing or contracting with the illegal alien; except that the CONSULTANT shall not terminate the contract with the sub- consultant if during such three days the sub-consultant provides information to establish that the sub-consultant has not knowingly employed or contracted with an illegal alien.
- F. The CONSULTANT shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment.
- G. The CONSULTANT shall, within twenty days after hiring an employee who is newly hired for employment to perform work under this contract, affirm that the CONSULTANT has examined the legal work status of such employee, retained file copies of the Documents required by 8 U.S.C. § 1324(a) , and not altered or falsified the identification documents for such employees. The CONSULTANT shall provide a written notarized copy of the affirmation to the CITY.

- H. If CONSULTANT violates any provision of this Contract pertaining to the duties imposed by Subsection 8-17.5-102, C.R.S. the CITY may terminate this Contract. If this Contract is so terminated, CONSULTANT shall be liable for actual and consequential damages to the CITY arising out of CONSULTANT’S violation of Subsection 8-17.5-102, C.R.S.
- I. By signing this Agreement, the CONSULTANT certifies that it shall in all respects comply with the provisions of C.R.S. § 8-17.5-101, et seq.

ARTICLE 30 – ELECTRONIC SIGNATURES

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

ARTICLE 31 - NOTICE

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

City of Greeley
 Kalen Myers
 1001 11th Ave. 2nd Floor
 Greeley, CO 80631
 Ph: 970-350-9333
 Email: Purchasing@greeleygov.com

and if sent to the CONSULTANT shall be mailed to:

Vendor Information
 Ph:
 Fax:
 Email:

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

City of Greeley, Colorado

Vendor Name

Approved as to Substance

 Raymond C. Lee III – Interim City Manager

 By

 Reviewed as to Legal Form

 Title

OFFICE OF THE CITY ATTORNEY

City Attorney-Doug Marek

Certification of Contract
Funds Availability

Director of Finance-John Karner

EXHIBIT 3 CERTIFICATE OF INSURANCE

Client#: 12170 GRECI

ACORD **CERTIFICATE OF LIABILITY INSURANCE** DATE (MM/DD/YYYY)
05/14/2013

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

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

PRODUCER 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	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Financial Rating of A</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Financial Rating of A		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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. TYPE	TYPE OF INSURANCE	EFFECT DATE	EXPIR. DATE	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (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 (Ex occurrences) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPYOP 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 NR) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below						<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 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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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 _____

Attachment A

Definition of Terms

The definitions of some of the capitalized terms used in this RFP are presented below:

Construction Cost Index (ENR) - The term "Construction Cost Index" shall mean the *Engineering News Record's* Construction Cost Index for the time period designated by the City. The 20 cities average is used as a benchmark.

Construction Manager-At-Risk (CMAR) – The entity that will enter into the Construction Management-at Risk Contract with the Owner and that will be the single point of accountability to the Owner for delivery of the services and the Project. All CMAR services shall be split in two phases, Preconstruction (Phase 1) and Construction (Phase 2).

Construction Phase (Phase 2) – The portion of the work upon that begins on the acceptance of the Guaranteed Maximum Price through to Final Completion

Contract Documents – The Contract Documents are comprised of the items listed in the Construction Manager-At-Risk Contract, Article 2 (Attachment C). For Reference Only

Design Engineer – An independent engineering firm or owners staff engineer that provides professional design services and be in responsible charge of the design, leading to the completion of documents deemed ready for construction.

Construction Manager-At-Risk Contract – The contract, including the agreement and all of its attachments, presented as RFP Attachment C (Construction Manager-At-Risk Contract).

Guaranteed Maximum Price (GMP) – An agreed upon price and schedule for a specified portion of work to be completed by the CMAR as defined in the Contract Documents.

Key Personnel – The individuals, employed by CMAR or other firms included on the Project Team, who would fill certain key roles in delivery of the Project and related services by the CMAR, including the following positions: project manager, safety manager, Design Engineer, and CMAR.

Minimum Qualification Requirements – The requirements set forth in Attachment H, Statement of Qualifications Checklist of this RFP that, at a minimum, must be satisfied (or waived by Owner) in order for the Proposal to be evaluated and ranked according to the comparative evaluation criteria.

Owner – City of Greeley

Preconstruction Phase (Phase 1) - The portion of the work prior to the acceptance of the Guaranteed Maximum Price

Project – Collections, Distributions, Transmission Projects Construction Contractor.

Project Team – The Construction Manager-At-Risk, Key Personnel and any additional firms (such as subcontractors and sub consultants) included in the Proposal.

Proposer – The entity responding to this RFP by submitting the Proposal.

Work – Work is comprised of all construction and other services required by the Contract Documents, including procuring and furnishing all materials, equipment, services and labor reasonably inferable from the Contract Documents.

Attachment B

Scope of Construction Manager-At-Risk Services

Attachment C
Construction Manager-At-Risk Contract

Attachment D

Standard General Conditions of the Contract between Owner and Construction Manager At Risk (CMAR)

Attachment E
Project Background Documents

Attachment F

Key Personnel/Relevant Projects

Attachment G
Phase 1 Fee and Rate Proposal Form

Attachment H

Statement of Qualifications Checklist

Proposer shall submit the Statement of Qualifications checklist provided as Attachment H to verify that the proposer meets all project minimum requirements as specified by the Owner. The list is established as the minimum requirements to prequalify for the project and the proposer must represent that all minimum requirements have been met to prequalify for the project. The minimum requirements will not be verified until the RFP has been submitted. If it is found during the RFP process that the proposer does not in fact meet all of the minimum requirements the proposer will be removed from the qualified contractor list.

Minimum Qualification Requirements

- The Proposer has experience with CMAR or design build projects that the contractor performed at least two projects in the last five years meeting these requirements.
- The Proposer Project Key Personnel has constructed at least two projects in the last five years with at least \$2,000,000 dollars in contract amount of similar scope of Transmission system projects.

The proposer shall have at minimum of one (1) project containing at least 1 mile of 24-inch or greater steel/DIP/PVC water pipeline. One project with pressure steel pipe installation, and cumulative of 4 miles of pipeline work over 4 miles in the last 10 years. All relevant Projects must include proposed Key Personal proposed on this project.

- Project Managers and the Field Superintendent proposed for the project must demonstrate 10 years of applicable experience.
- The Proposer has the bonding capacity to add a minimum of \$25,000,000 bond value to existing bond commitments.
- The Proposer must not be subject to a material adverse condition, such as pending litigation, insufficient liquidity, weak operating net income or cash flow, or excessive leverage, that gives rise to reasonable doubt concerning its ability to continue to operate as an ongoing concern.
- The Proposer must have not been debarred within the past 10 years, or currently under consideration for debarment, on public contracts by Federal, State, County, Municipal or any other department or agency.
- By signing below I am certifying that the following requirements have been met. I understand that during the review of the RFP that if any of the following requirements have not been met that I will be removed from the qualified contractors list.

Original Signature by Authorized Officer/Agent

Type or printed name of person signing

Company Name

Attachment I
Forms for Affirmation of Compliance