

**SECTION 00110**  
**AS NEEDED SERVICES/ SUBSURFACE UTILITY ENGINEERING**  
**RFP FL18-370I-1**  
**Request for Proposal**

The City of Greeley, Colorado is soliciting proposals for AS NEEDED SERVICES/ SUBSURFACE UTILITY ENGINEERING (SUE). **Sealed** proposals must be received at City of Greeley, Linda Ingram, 1001 11 Avenue, Second Floor, Greeley, Colorado 80631 **November 13, 2019 by 2:00 p.m.** No late, faxed or electronic proposals will be accepted.

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

The firms will be evaluated upon their qualifications in terms of experience and reliability to perform the work as stated in the criteria listed in the RFP.

No proposals shall be withdrawn for a period of sixty (60) days after receipt of proposals.

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

Questions pertaining to the project may be directed to Linda Ingram at [linda.ingram@greeleygov.com](mailto:linda.ingram@greeleygov.com) no later than 5:00 PM on November 6, 2019.

Linda Ingram  
Contract Specialist II  
City of Greeley

Greeley Website  
October 23, 2019

**RFP FL19-370I - 1**  
**AS NEEDED SERVICES/ SUBSURFACE UTILITY ENGINEERING**  
**(SUE)**

The City of Greeley is soliciting "Proposals" from qualified engineering firms to provide Subsurface Utility Engineering (SUE) services to the City of Greeley on an as needed basis and for a variety of projects. The selected firms may be contracted to provide these services based on a negotiated scope of services and fees, up to a maximum contracted amount of \$50,000 per project.

An on-call list of the top 10 qualified firms will be developed to provide these services following the review and evaluation of the submitted Proposals. The City will be selecting the top 10 firms for a three-year contract term that will cover the period from November, 2019 through November 30, 2022, or an equivalent period depending upon date of Contract award. No guarantee is made to the scope of future work and may be modified at the sole discretion of the City of Greeley. Each firm may be reevaluated periodically, based on performance and ability to meet qualification criteria.

This RFP is subject to revision after the date of issuance via written addenda. Any such addenda will be transmitted to the potential Proposers maintained by the Owner and/or its Representative. It is each Proposer's responsibility, however, to obtain all RFP addenda prior to submitting its Proposal.

A Qualifications and Costs Based Selection process will be used to evaluate each firm based on their responses to the following items as stated below.

- Experience with various subsurface utility locate techniques
- Experience of proposed project manager, senior staff, and project team
- Representative projects of Consultant showing applicable experience

The City of Greeley reserves the right to reject any and all Proposals. 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.

**SCOPE OF WORK:**

The City of Greeley periodically administers Capital Improvements Projects that require the completion of a subsurface utility locate. These projects require the use of professional Subsurface Utility Engineering firms. Following is a general list of some anticipated services these firms may be required to perform:

- Complete 811 Notification for the SUE Project
- Complete a subsurface utility locate in accordance with current Colorado Law SB18-

167. This includes meeting Quality Level A and/or Quality Level B, as required by the law and project needs.

- Complete potholing for Quality Level A
- Survey of located utilities
- Provide drawings in both PDF and AutoCAD file format for all located utilities. Information required on the drawings may be as follows. Additional information may be required based on project needs.
  - Location of the utilities, ownership information, type, and size of utility
  - Easements
  - Utility contact list
  - Manhole rim elevations, inverts in and out
  - Sewer appurtenances, lift stations, drop manholes, vents, and force mains
  - Water appurtenances, air vacs, PRV vaults, vents and curb stops
  - Dry utility vaults, pull boxes, manholes, drop down transformers, and other providers attached to all overhead utility line poles
  - Unknown utilities encountered during investigation, including all appurtenances
- Provide report of work conducted and how it meets requirements of SB 18-167

### **INQUIRIES:**

Inquiries regarding this RFP should be referred to:

E-Mail: [linda.ingram@greeleygov.com](mailto:linda.ingram@greeleygov.com)

Subject Line: FL19-370I

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.

### **MINIMUM QUALIFICATION CRITERIA:**

1. Engineering firm must have a minimum of five years of SUE experience.
2. Only project managers listed in the proposal will be allowed to manage City of Greeley projects. Any change in project managers requires written approval from City of Greeley.
3. Minimum of three representative projects completed by project manager or identified key team members of similar scope and scale in the last five years.
4. Ability to complete projects on schedule and within budget.
5. Licensed Professional Engineer in the State of Colorado for Subsurface Utility Engineering.

### **EVALUATION POINTS:**

- Project Manager, experience/qualifications 30 Points

- Key team members, with years of experience 20 Points
- List of potential team members and years of experience 5 Points
- Representative projects 30 Points
- List of three additional representative projects to show range of skills and abilities of survey company 10 Points
- Consultant Hourly Rates 5 Points

### **REFERENCES:**

The Consultant shall provide references of at least three (3) clients for whom similar services have been previously provided per proposed project manager. The references must be specific to clients that have directly worked with each proposed project manager. The following information shall be provided for each reference.

1. Name, title, address, email and telephone number of contact person for referenced user or client.
2. A description of services provided for the referenced user or client and the dollar value of the constructed project.
3. Dates/time-frame in which services were provided for the referenced user or client.

### **RATES**

Consultant shall provide all the firm's hourly rates that could be utilized on City of Greeley projects.

The Consultant shall propose fixed rates for all labor and equipment that may be utilized for engineering projects for the first year of the contract. Annually beginning November 1, 2019, the Consultant may request price adjustments. Requests must be justified, in writing, and must be received thirty (30) days prior to the adjustment date. If a Consultant fails to request a price adjustment 30 days prior to the adjustment date, the Consultant may still request a price adjustment but the adjustment will not be effective until 30 days after the City receives the written request. Price adjustments will be made in accordance with the percentage change in the ENR Construction Cost Index for Skilled Labor. The percentage difference between the ENR Construction Cost Index for Skilled Labor issued for August, 2018, and the ENR Construction Cost Index for Skilled Labor issued for each August of the year of adjustment will determine the maximum allowable adjustment of original contract prices. No retroactive contract price adjustments will be allowed. Only final ENR Construction Cost Index for Skilled Labor data will be used to adjust contract pricing. All price adjustments will be subject to adequate appropriations as required in Section 19.12 of the General Conditions, and no price adjustment will be allowed if appropriation is not made.

## **FORMAT FOR SUBMISSION OF PROPOSALS:**

The Proposal must not exceed 20 total pages (most or all 8½ x 11 inch), excluding the cover letter, index or table of contents, front and back covers, title pages or separation tabs, resumes (shall be provided in appendix). Eleven point font or larger must be used in Proposal and appendices. Please provide your Proposals on a flash drive clearly marked with information organized in the same order as requested herein are required:

1. Name, address and brief description of firm, mission statement and experience and staff resources in Colorado.
2. Description of the services and key categories for which your firm is presenting qualification statement.
3. Professional background and description of previous experience of proposed staff of your firm.
4. Recent experience of at least three relevant projects completed by project manager or senior team members per key category. Provide names and telephone numbers of the persons representing the owner and general contractor for each.
5. Unique or other relevant experience to show range of skills (maximum of three projects).
6. Consultant rates

**The attached “Debarment Form” and signed Terms & Conditions must also be included in your submission.**

## **SELECTION SCHEDULE**

Representatives of the City of Greeley will review RFP's and create a list of the ten highest ranking responsive and responsible vendors. This list will become effective upon completion of the evaluation process and shall remain in effect for three years. Actual project scope of services will be negotiated on a project-by-project basis with a selected firm prior to the City of Greeley formally authorizing a firm to proceed with a project.

## **CONTRACT FOR SERVICES**

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

### **ARTICLE 1. DEFINITIONS**

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

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

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

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

### **ARTICLE 2. SERVICES AND PAYMENTS**

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

### **ARTICLE 3. TERM AND TERMINATION**

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

### **ARTICLE 4. PURCHASING ORDINANCE**

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

### **ARTICLE 5. JURISDICTION AND COMPLIANCE WITH LAW**

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

### **ARTICLE 6. INSURANCE**

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

- 6.1 Workers' Compensation. Workers' compensation insurance as required by state statute, and employers' liability insurance covering all VENDOR'S employees acting within the course and scope of their employment.
- 6.2 General Liability. Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:
  - A. \$1,000,000 each occurrence;
  - B. \$1,000,000 general aggregate;
  - C. \$1,000,000 products and completed operations aggregate.
- 6.3 Automobile Liability. Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.
- 6.4 Professional Liability Insurance. Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:

- A. \$1,000,000 each occurrence; and
  - B. \$1,000,000 general aggregate.
- 6.5 Additional Insured. CITY shall be named as additional insured on all required policies.
- 6.6 Primacy of Coverage. Coverage required of CONTRACTOR/PURCHASER/SELLER shall be primary over any insurance or self-insurance carried by CITY.
- 6.7 Cancellation. The above insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 10 days prior notice to CITY.
- 6.8 Certificates. Contractor shall provide to CITY certificates evidencing VENDOR'S insurance coverage required in this Contract within seven Business Days following the Effective Date. No later than 15 days before the expiration date of VENDOR'S coverage, VENDOR shall deliver to the CITY certificates of insurance evidencing renewals of coverage. At any other time during the term of this Contract, upon request by the CITY, VENDOR shall, within seven Business Days following the request by the CITY, supply to the CITY evidence satisfactory to the CITY of compliance with the provisions of this Contract.

#### **ARTICLE 7. INDEPENDENT CONTRACTOR**

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

#### **ARTICLE 8. APPROVAL OF SERVICES**

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

#### **ARTICLE 9. CHANGES IN THE WORK**

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

#### **ARTICLE 10. DEDUCTION FOR NONCONFORMING SERVICES**

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



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

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

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

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

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

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

## **ARTICLE 14. ACCEPTANCE AND FINAL PAYMENT**

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

## **ARTICLE 15. GUARANTY AND WARRANTIES**

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

## **ARTICLE 16. TABOR**

The parties understand and acknowledge that each party is subject to Article X, Section 20 of the Colorado Constitution ("TABOR"). The parties do not intend to violate the terms and requirements of TABOR by the execution of this Contract. It is understood and agreed that this Contract does not create a multi-fiscal year direct or indirect debt or obligation within the

meaning of TABOR and, notwithstanding anything in this Contract to the contrary, all payment obligations of CITY are expressly dependent and conditioned upon the continuing availability of funds beyond the term of CITY'S current fiscal period ending upon the next succeeding December 31. Financial obligations of CITY payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of CITY and applicable law. Upon the failure to appropriate such funds, this Contract shall be deemed terminated.

#### **ARTICLE 17. DISPUTES**

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

#### **ARTICLE 18. REMEDIES**

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

#### **ARTICLE 19. INDEMNIFICATION**

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

#### **ARTICLE 20. PUBLIC CONTRACTS FOR SERVICES**

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

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

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

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

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

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

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

## **ARTICLE 21. PUBLIC CONTRACTS WITH NATURAL PERSONS**

VENDOR, if a natural person 18 years of age or older, hereby swears and affirms under penalty of perjury that he or she (i) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of §§24-76.5-101, *et seq.*, C.R.S., and (iii) has produced one form of identification required by §24-76.5-103, C.R.S. prior to the Effective Date of this Contract.

## **ARTICLE 22. COUNTERPARTS AND ELECTRONIC SIGNATURES**

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

## **ARTICLE 23. AUTHORITY TO BIND**

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

#### **ARTICLE 24. ASSIGNMENT; SUCCESSORS AND ASSIGNS**

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

#### **ARTICLE 25. NO THIRD PARTY BENEFICIARIES**

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

#### **ARTICLE 26. SEVERABILITY**

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

#### **ARTICLE 27. VENUE AND GOVERNING LAW**

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

#### **ARTICLE 28. COLORADO LABOR**

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

Vendor\_\_\_\_\_

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

Address\_\_\_\_\_

Phone Number\_\_\_\_\_

Email Address\_\_\_\_\_

RFP FL19-370I  
AS NEEDED SERVICES/ SUBSURFACE UTILITY ENGINEERING (SUE)  
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\_\_\_\_\_

## BID 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

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

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

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

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

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

## CERTIFICATE HOLDER

## CANCELLATION

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