



**CITY OF GREELEY
Purchasing**

**Request for Proposal
RFP # FD20-05-092**

O St and 59th Ave Intersection Improvements

for

Public Works / Engineering

REQUEST FOR PROPOSALS (RFP)
RFP # FD20-05-092

Procurement Contact: Doug Clapp
Email Address: Doug.Clapp@greeleygov.com
Telephone Number: 970-350-9792

Proposals must be received no later than:

June 17, 2020, before 2:00 p.m. local time

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

The City only accepts proposals via email. Proposals are to be submitted with the following in the Subject line of the email.

RFP Number: FD20-05-092

RFP Title: O St and 59th Ave Intersection Improvements

Schedule of Events (subject to change)	All times are given in local Colorado time
RFP Issued	5/18/2020
Pre-Bid Meeting	6/2/2020 - 11:00 am
Question Deadline	6/4/2020 – 3:00 pm
Final Addendum Issued	Before 6/9/2020 – 3:00 pm
Proposal Due Date and Time	6/17/2020 before 2:00 pm
Interviews (tentative)	Sometime week of 6/29/2020
Notice of Award (tentative)	7/7/2020

Doug Clapp is inviting you to a scheduled Zoom meeting.

Join Zoom Meeting

<https://greeleygov.zoom.us/j/91213652339>

Meeting ID: 912 1365 2339

Password: 092852

Dial by your location

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

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

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ATTACHMENTS

Attachment	Title
1	O St. & 59 th Ave Conceptual Design – Weld County

EXHIBITS

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

SECTION I. BACKGROUND, OVERVIEW, AND GOALS

A. Background

O Street is an arterial roadway that services residents from multiple City's and is an important regional connecting roadway within Weld County. One of the critical intersections along O St is 59th Ave. This intersection is currently heavily utilized and in need of immediate improvement. In addition to the short term improvements, the intersection shall be designed considering future interconnectivity as a major east/west and north/south intersection. The intersection is proposed to be improved with a round-a-bout style design.

The project is a collaborative effort between the City of Greeley, Weld County, and the Colorado Department of Transportation. The design of the project is being funded entirely by the City of Greeley. The project shall be constructed utilizing grant funding requiring compliance with CDoT guidelines and Davis Bacon labor tracking. Designs shall be required to accommodate CDOT funded construction.

B. Overview

This work shall provide planning, design, and construction administration services for intersection improvements of a round-a-bout at O St and 59th Ave as well as the Great Western railroad crossing immediately south of O St and 59th Ave. Basic tasks shall include a traffic study, geotechnical study, drainage study, survey, engineering designs, and construction administration services.

The Weld County Public Works division created a conceptual design of the round-a-bout in 2018 which has been included with this RFP as Attachment 1. This conceptual design shall serve as the baseline of the project unless otherwise noted.

C. Goals

The goal of this project is to provide a full engineering improvement package for the intersection of O St and 59th Ave as well as the Great Western railroad crossing immediately south of O St and 59th Ave.

SECTION II. STATEMENT OF WORK

The scope of services shall be divided into eight major deliverables:

- General Coordination and Project Management;
- Traffic Study;
- Survey Mapping including ROW Acquisition and Easement Documents;
- Geotechnical Investigation;
- Drainage Study;
- Design Documents which shall include;
 - Conceptual Design;
 - 30% Design Documents;
 - 75% Design Documents;
 - 95% Design Documents;
 - IFC Documents;
- Contractor Bidding; and
- Construction Administration.

Part 1 - General Project Coordination and Management

The City expects Project Coordination shall be done throughout the life of the project. General Project Coordination and Management shall include but is not limited to:

- Project Preparation and Setup;
- General Data Gathering, Field Investigations, and Documentation;
- Correspondence;
- Management and Administration;
- Coordination with External Agencies;
- Meetings;
 - Pre-Design Meeting and Site Walk;
 - Design Workshop (at Conceptual Design);
 - Progress Meetings (3 total; FIR at 30%, 75%, and FOR at 95%); and
 - Bi-Weekly Project Management meetings;
 - Public Outreach Meeting. The consultant shall prepare exhibits to support a public outreach meeting 2 hours in length. The public outreach meeting typically occurs at the same time as the conceptual design meeting and uses the same exhibits and drawings.
 - All meetings shall be held at City of Greeley facilities or via conference call (if applicable)
 - It shall be the consultants responsibility to coordinate and supply video conferencing capabilities (if applicable)
 - The consultant shall be responsible for creating and distributing meeting minutes for all design meetings.
- Monthly Progress Reports. The consultant shall submit monthly written progress reports documenting the current project status, changes, design challenges, budgeting, and other relevant information in order to track the progress of the project; and
- Consultant Quality Assurance. Prior to each submittal, the consultant shall perform a QA/QC process which shall involve an internal review as established by the consultant. This review shall seek to provide comments and edits before delivery to the City.

Overhead costs such as printing, travel and other direct cost expenditures shall be considered incidental to the project unless included in a specific task as a Lump Sum pay item.

Part 2 – Traffic Study

A traffic study of the intersection shall be undertaken to support the traffic engineering of the project. The traffic study shall include:

- Traffic Counts. Traffic counts and vehicle type breakdowns (cars, semi-trucks, etc). 2018 Traffic approach counts will be supplied to the consultant. Collection of traffic movement counts shall be included in this scope of work; and
- Formal traffic study report outlining the present and future traffic projections for the intersection.

Part 3 – Survey Mapping

Survey Mapping shall include:

- Topographic Survey. The consultant, using organic staff or sub-consultants shall prepare a topographic survey base map of the project area. Minimum topographic survey limits shall be sufficient to encompass the Weld County conceptual design plus 100' to the north, east and west, as well as 300' south of the Great Western railroad tracks, along 59th Ave, including

approximately 8 acres total. The survey shall include ROW's, property lines, easements and ownerships as well as all salient and underground physical features. The survey shall be of such accuracy to support engineering design work. The final topographic survey shall be stamped by a licensed surveyor and a digital copy supplied to the City. The standard City survey datum shall be used for the project. Establishing control for the topographic survey shall be incidental to the survey task.

- Potholing. Potholing of existing utilities shall be performed to support the design of the project. The proposer shall be responsible for identifying the number of anticipated potholes required for the design work and a per hole cost estimate supplied as part of the proposal.
- SUE Report. A formal SUE report shall be created and supplied for the project. The final SUE report shall be stamped by a licensed engineer and a digital copy supplied to the City.
- ROW Acquisition and Easement Documents. This task shall include creation of legal exhibits for Right of Way acquisition required for the intersection improvements. Exhibits displaying right of way acquisition as well as legal descriptions shall be prepared for each property where right of way acquisition is proposed. For purposes of this RFP it shall be assumed that eight (8) ROW exhibits / legal descriptions shall be required for the project. The consultant will supply a cost per exhibit / legal description in the event additional exhibits are required. ROW Acquisition documents shall be created based on the 75% design documents.
- ROW Acquisition Modifications. This task shall include modifications to the above ROW Acquisition and Easement Documents as required to support negotiations with the owners. This task shall be billed on a Time and Material Basis not to exceed 20 hours.

Part 4 – Geotechnical Investigation

The consultant shall collect geotechnical data at a frequency appropriate to support the overall design needs of the project. Geotechnical Investigation shall include:

- Geotechnical Sampling. Geotechnical samples shall be obtained at the intersection and roadways to support full pavement construction of the round-a-bout and connecting roadways. The geotechnical sampling shall include laboratory testing as appropriate to classify the soils for purposes of pavement design assuming the pavement for the round-a-bout shall be concrete and the pavement for the roadways entering the round-a-bout shall be asphalt. Traffic control, lab work, and reporting for geotechnical sampling activities shall be included in the price of geotechnical sampling and considered incidental to the work.
- Pavement Design. Based on the data collected in the Geotechnical Sampling a pavement design shall be created for the intersection improvements as well as the roadways entering the round-a-bout.
- Geotechnical Report. The consultant will supply a geotechnical report outlining the geotechnical sampling collection and results, pavement design calculations, compaction recommendations, and final recommendations for the project. The geotechnical report shall be stamped by a licensed engineer.

Part 5 – Drainage Study

The consultant shall collect drainage data and create a drainage report to support the overall design needs of the project. The Drainage Study shall include:

- Sub-Basin Creation. A sub-basin (or multiple sub-basins as required) shall be created and drainage calculations made.
- Infrastructure Design. Inlets, pipe networks and other drainage infrastructure shall be designed to meet the requirements of the project.

- Drainage Report. A final drainage report outlining the hydraulics of the project and ability of the drainage infrastructure to effectively handle the drainage of the round-a-bout shall be created. The drainage report shall include any exhibits and calculations as required. The final drainage report shall be stamped by a licensed engineer.

The project shall be designed to handle a flood event as outlined by City, County and State requirements. As a requirement of all design documents, any improvements must comply with a no rise-condition to any floodplain or floodways. The consultant shall not be required to create a HEC-RAS model. If applicable the consultant shall review existing HEC-RAS modeling and floodplain and floodway maps.

Part 6 – Design Documents

The consultant shall supply design documents to be released in packages of increasing clarity and definition to support project decisions and ultimately contractor bidding for construction purposes. The design documents shall include full intersections design, roadways leading into the intersection, and the Great Western and 59th Avenue crossing.

The round-a-bout and roadways entering the round-a-bout shall be designed using the FHWA round-a-bout design guidelines with supporting AutoTurn figures to demonstrate vehicular motions for the project. Site distance calculations shall be supplied for all phases of design plan development.

The project shall specifically extend on the southern leg along 59th Ave to include the full 4 lane development of 59th Ave past the Great Western railroad tracks. The project includes the development and designs of the Great Western crossing at 59th Ave. It is the intention of the project to improve the Great Western crossing to be quiet zone compliant including center medians, relocation of crossing arms and the existing bungalow, roadway improvements, and all design work whatsoever to improve the crossing. The improvement of the Great Western / 59th Ave crossing is specifically included in this entire scope of work including all planning and Colorado Public Utilities Commission communication and designs and preparation of all agreements with the Great Western railroad, however this work may be removed from the project if the construction budget does not allow for this construction cost. The design of the Great Western and 59th Ave crossing shall be specifically identified by task in the consultants proposal, by plan set development phase (Conceptual, 30%, 75%, 95%, etc) in the event this work is removed from the project.

The design documents shall be full and complete in order for the project to be fully constructed, including all supporting reports, studies, etc and shall consider, at a minimum, the following items, among other items:

- General notes
- Demolition
- Planning including:
 - Traffic Study
 - 2018 Traffic approach counts will be supplied to the consultant
 - Collection of traffic movement counts shall be included in this scope of work
 - Survey including Survey Control Plans
 - Potholing and Design Utility Locating including Traffic Control
 - SUE Report
 - Historical / Cultural Assessment (Per CDOT Guidelines)
 - Environmental Assessment (Per CDOT Guidelines)
 - Species Habitat Assessment (Per CDOT Guidelines)
 - Future grading for bike / sidewalk / pedestrian pathways for future (10-15+ years)

- Earthworks and Grading including
 - Compaction Specifications
 - Testing Frequency
 - Material Types
 - Spot Elevations
 - Proposed Contours
 - Cut / Fill Calculations and Limits
- Vertical and Horizontal Geometric Design including:
 - Plan and Profiles
 - Cross Sections
 - Typical Details
 - Alignments
 - Utility Adjustments
 - PVI's and Vertical Curves
 - Stationing
 - Pedestrian Ramps (As Applicable)
 - Flowlines
 - Channelizing Islands
 - Aprons and Shoulders
 - FHWA Round-A-Bout Design Compliance Documentation (As Applicable)
 - AutoTurn Figures
 - Site Distance Calculations and Figures
- Signage and Striping
- Phasing
- Lighting and Photometrics including:
 - Photometric Plan
 - Lighting Plan
 - Luminaire Schedule
- Landscaping and Irrigation including:
 - Plant location and types
 - Irrigation Controllers and Valves
 - Sprinkler Layout and Calculations
 - All Mainline and Lateral Pipe Layouts
- Drainage including:
 - Erosion and Sediment Control
 - Storm Water Management
 - Drainage Report including:
 - Rational Method Calculations
 - Street Capacities
 - Inlets and Pipe Network Calculations
 - Exhibits and Calculations
- Railroad Crossing Design Documents
- ROW and Easement Acquisition Documents
- Specification Documents for all Deliverables
- Agreement with Great Western Railroad for the 59th Ave Crossing
- Agreement with the Colorado Public Utility Commission for the 59th Ave Crossing
- Opinions of Probable Cost
- Contractors Bidding Documents including:
 - Bid Tab
 - Special Provisions

Part 6.1 – Conceptual Design

The consultant shall create a conceptual set of plans for project based on the existing Weld County Conceptual Design. The consultant shall present the City with applicable design options based on the conceptual plans, at the design workshop to facilitate dialog for refinement of the project scope considering the city's project budget and future planning.

The Conceptual Design Documents shall include but is not limited to:

- Conceptual Design Options. The consultant shall supply differing design options as applicable to facilitate dialog during the design workshop. Design options may include overall project exhibits, cost / benefit analysis, and other tools to refine the scope of the project. The design options shall include a design exhibit of the Great Western / 59th Ave crossing.
- Conceptual Design Development Review Set. The consultant shall create a conceptual design development review set. This conceptual set may include but may not be limited to general notes, grading, demolition, geometric design, drainage, stormwater management, plan and profiles, cross sections, typical details, erosion control plan and more. The consultant shall only include those items that are required to develop the scope of the project.
- Quantity and Opinion of Cost. Consultant shall provide a conceptual quantity take off and opinion of cost for the presented options. The quantities and opinion of cost shall be rough order of magnitude based on a desktop review of the project.
- Right of Way Needs. Right of Way needs shall be established for the project including an overall Right of Way acquisition map and cost estimate for the project.
- Constructability Review. The consultant shall perform a constructability review of the conceptual design to identify the risk of special areas of interest. Results of the constructability review shall be documented in a formal memo style report.
- Historical / Cultural Assessment. The contractor shall perform a historical / cultural assessment to identify any historical or cultural items of significance that need considered for the project. This task shall be performed per CDOT guidelines.
- Environmental Assessment. The contractor shall perform an environmental assessment to identify any environmental items of significance that need considered for the project. This task shall be performed per CDOT guidelines.
- Species Habitat Assessment. The contractor shall perform a species habitat assessment to identify any animal or vegetation items of significance that need considered for the project. This task shall be performed per CDOT guidelines.

No design documents are required to be submitted for the conceptual design. Documents are to be used for dialog and visualization purposes only.

Part 6.2 – 30% Design Documents

The consultant shall supply 30% design documents with the intent of defining the scope of the project.

The 30% Design Documents shall include but is not limited to:

- 30% Design Development Review Set. The consultant shall create a 30% design development review set per City of Greeley Standards as outlined in the Design Criteria and Constructions Specifications. This 30% DD set shall include but may not be limited to general notes, grading, demolition, geometric design, drainage, railroad crossing, storm water management, survey

control sheets, plan and profiles, cross sections, signage and striping, typical details, lighting photometrics, lighting plan, landscape and irrigation designs, erosion control plan and more.

- Quantity and Opinion of Cost. Consultant shall provide a preliminary quantity take off and opinion of probable cost.
- Constructability Review. The consultant shall perform a constructability review of the 30% design to identify risk of special areas of interest. Results of the constructability review shall be documented in a formal memo style report and issued with the 30% set. Design optimizations shall be incorporated into the 75% DD set.
- Drainage Report. The consultant shall create a preliminary drainage report to support storm water design for the project.
- QA/QC. The consultant shall perform QA/QC on the 30% DD set. The QA/QC reviewed set shall be supplied to the City as part of the 30% DD deliverable package.

Part 6.3 – 75% Design Documents

The consultant shall supply 75% design documents with the intent of adding clarity and finalizing the scope of the project. Documentation supporting the design drawings shall be created including special provisions, specifications, and any other written document necessary to fully construct the project. The 75% design documents shall be used to establish the ROW and easement needs for the project.

The 75% Design Documents shall include but is not limited to:

- 75% Design Development Review Set. The consultant shall create a 75% design development review set per City of Greeley Standards as outlined in the Design Criteria and Constructions Specifications. This 75% DD set shall include but may not be limited to general notes, grading, demolition, geometric design, drainage, railroad crossing, storm water management, survey control sheets, plan and profiles, cross sections, signage and striping, phasing, typical details, lighting photometrics, lighting plan, landscape and irrigation designs, erosion control plan and more. The 75% DD set shall include details, cross sections, and all other design items required to construct the project in full.
- Quantity and Opinion of Cost. Consultant shall provide a refined quantity take off and opinion of probable cost to an accuracy of $\pm 25\%$.
- Constructability Review. The consultant shall perform a constructability review of the 75% design to identify the risk of special areas of interest. Results of the constructability review shall be documented in a formal report and issued with the 75% set. Design optimizations shall be incorporated into the 95% DD set.
- Specifications. The consultant shall develop specifications to support the design drawings. The specifications shall include materials, testing procedures, testing frequency, workmanship requirements, codes, procedures and any other item required to fully construct the project.
- Special Provisions. The consultant shall create special provisions for the project as required to support the design drawings. The special provisions shall include any information required for the contractor to fully construct the project that is not listed elsewhere in the design documents. The special provisions shall include basis of payments, unit of measurements, required permits, specifications associated with each pay item, and definition of any other special consideration for the contractor to fully construct the project.
- Drainage Report. The consultant shall refine the drainage report to supplement the drainage design of the project. The consultant shall submit the 75% drainage report to the City of Greeley for formal initial review. Responses to all comments made by the City of Greeley shall be tabulated and included with the 95% drainage report submittal.

- QA/QC. The consultant shall perform QA/QC on the 75% DD set. The QA/QC reviewed set shall be supplied to the City as part of the 75% DD deliverable package.
- City Submittal. The consultant shall submit the 75% DD set to the City of Greeley for preliminary review. Based on the City's comments the consultant shall revise the 75% DD set and resubmit the set with a tabulated list of the city's comments and how each comment was addressed.

Part 6.4 – 95% (Issue for Bidding) Design Documents

The consultant shall supply 95% design documents with the intent of finalizing the design and details of the project. All 95% design documents shall be used for contractor bidding on the project and shall be sealed and stamped by a Professional Engineer licensed in the State of Colorado.

The 95% Design Documents shall include but not be limited to:

- 95% Design Development Review Set. The consultant shall create a 95% design development review set per City of Greeley Standards as outlined in the Design Criteria and Constructions Specifications. This 95% DD set shall include but may not be limited to general notes, grading, demolition, geometric design, drainage, railroad crossing, storm water management, survey control sheets, plan and profiles, cross sections, signage and striping, phasing, typical details, lighting photometrics, lighting plan, landscape and irrigation designs, erosion control plan and more. The 95% DD set shall include details, cross sections, and all other design items required to construct the project in full. The consultant shall submit the entire 95% DD set to the City of Greeley for final review. The final City of Greeley review shall include at a minimum review by Engineering Development Review, Water and Sewer, Public Works, Storm Water and other relevant city departments. Based on the City's comments the consultant shall revise the 95% DD set and resubmit the set with a tabulated list of the city's comments and how each comment was addressed.
- Quantity and Opinion of Cost. Consultant shall provide a final quantity take off and opinion of probable cost to an accuracy of $\pm 10\%$ which shall include contingency. The consultant shall supply a bid tab for use for contractor bidding.
- Final Constructability Review. The consultant shall perform a constructability review of the 95% design to identify risk or special areas of interest. Depending on the magnitude of the risks and special areas of interest from the final constructability review the City may require, at their discretion, the resubmittal of the 95% DD set with the risk or special areas of interest revised accordingly. The consultant shall supply resubmittals of the 95% DD set at no cost to the City.
- Specifications. The consultant shall finalize the specifications to support the design drawings. The specifications shall include materials, testing procedures, testing frequency, workmanship requirements, codes, procedures and any other item required to fully construct the project.
- Special Provisions. The consultant shall finalize the special provisions for the project as required to support the design drawings. The special provisions shall include any information required for the contractor to fully construct the project that is not listed elsewhere in the design documents. The special provisions shall include basis of payments, unit of measurements, required permits, specifications associated with each pay item, and definition of any other special consideration for the contractor to fully construct the project.
- Drainage Report. The consultant shall finalize the drainage report to supplement the drainage design of the project. The drainage report may require special approval as required by the City. The drainage report shall be sealed and stamped by a Professional Engineer licensed in the State of Colorado.
- QA/QC. The consultant shall perform QA/QC on the 95% DD set. The QA/QC reviewed set shall be supplied to the City as part of the 95% DD deliverable package.

- Final 95% Sealed and Stamped Set. The consultant shall supply an approved set of design documents that have been sealed and stamped by a Professional Engineer licensed in the State of Colorado. This set shall include electronic and paper copies as required by the City of Greeley.

Part 7 Contractor Bidding

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

- Contractor RFI. The consultant shall assist the City in answering contractor RFI's during the construction proposal phase of the project. This task shall include the consultant attending the proposal pre-bid meeting for the project. This task shall be assumed as 20 hours.

Part 8 Issued for Construction Documents

The consultant shall supply IFC documents to be used by the contractor to construct the project. The IFC documents shall consider comments from the Contractor Bidding phase of the project as well as any additional design revisions.

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

Part 9 Construction Administration Services

It is the intent of this Request for Proposal that the consultant shall be retained for the full duration of the construction of the project. For purposes of this Request for Proposal the construction schedule shall be assumed as 180 calendar days to occur in 2022. Construction Services shall generally include:

- Project Management and Coordination
- Construction Administration:
 - Contractor Request for Information;
 - 50 RFI's at 2 hours each
 - Submittal Review
 - 50 Submittals at 2 hours each
 - Minor Design Changes
 - 50 Hours total
 - Attendance at weekly construction meetings
 - 2 People in attendance (1 hour meeting)

- Project kickoff meeting of 2 hours
 - Minutes prepared by others
- Construction Inspection
 - Prepare daily construction observation, collect material tickets, document changes or corrections, record measurements and create daily field reports
 - Assumed as 30 hours per week for the duration of construction
 - Attend substantial completion walk through
 - Prepare the punch list
 - Attend the final project walk through
 - On site items such as construction trailer shall be included in the contractors scope of work for the project
- Final summary report stating if the project was built in conformance with the plans and documenting non-conforming items as necessary

Construction administration services shall be compliant with CDOT standards. The consultant shall be responsible for filing all CDOT forms as well as closure documentation. The City of Greeley Project Manager shall be listed as the Local Agency Project Engineer.

As built documentation, survey, and Quality Assurance shall be supplied by the construction contractor or City and is excluded from this Request for Proposal.

Part 10 Schedule of Services

The consultant shall provide a detailed schedule of services based on the scope as identified above. All major deliverables shall be included.

Part 11 Hours and Fees

The consultant shall include hours and fees for each task represented.

Fees shall not be allowed to be transferred between tasks unless authorized by the Cities Project Manager. All fees shall be considered Not to Exceed unless specifically identified in the proposal as Lump Sum. Fees identified for sub-consultants shall not be transferred to the prime consultant without authorization from the City Project Manager. A rate schedule shall be submitted with the consultant's proposal. Invoices for the project shall be supplied with charges organized by task. Backup of hours worked by person based on the supplied rate schedule for each task shall be required for each monthly invoice.

Part 12 Period of Award

The completion date of providing the required product and services shall be no later than December 31st, 2022 considering the following preliminary schedule:

- Notice to Proceed – 7/15/2020
- Conceptual Design – 9/15/2020
- 30% Design – 11/15/2020
- 75% Design – 1/14/2021
- 95% Design – 3/14/2021
- ROW Acquisition – 1/14/2021 – 2/14/2022
- Contractor Bidding – 1/14/2022 through 3/1/2022
- Construction Spring / Summer - 2022

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 shall 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.

Part 13 Minimum Mandatory Qualifications of Offeror

Employ the services of a team of currently licensed engineers, landscape architects and support personnel with at least 3 similar completed projects in the past 10 years. Project manager with 3 similar projects in last 10 years. Previous experience with the City of Greeley is advantageous.

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 shall be via postings on an electronic solicitation notification system, the Rocky Mountain Bid System (www.rockymountainbidsystem.com). The Purchasing Contact shall post notices that shall 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 question deadline concerning this RFP to obtain clarification of requirements. There shall be opportunity to make inquiries during the pre-proposal conference, if any. No questions shall be accepted after the deadline. Questions regarding this RFP (be sure to reference RFP number) should be referred to:

E-Mail: doug.clapp@greeleygov.com

Subject Line: RFP # FD20-05-092

Response to offerors' inquiries shall 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 shall 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 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 shall 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 shall be confidential until a contract is awarded and fully executed. At that time, all proposals and documents pertaining to the proposals shall 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 shall 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 shall 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 shall 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 shall 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 shall 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 shall 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 shall 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 shall not participate, in any action contrary to (1.a) through (1.c) above.
2. A proposal shall 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 shall 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.
3. 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 shall 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 shall 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

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 electronically:

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

Proposals shall be submitted in a single Microsoft Word or PDF file under 20MB

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

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

To facilitate the evaluation, offeror shall submit and organize all responses in the same order as listed in Section V. Proposals that are determined to be at a variance with this requirement may not be accepted.

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

SECTION V. RESPONSE FORMAT

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

- A. **Cover Letter.** Include a cover letter introducing your company, summarizing your qualifications, and detailing any exceptions to this 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. **Use of Subcontractors/Partners.** There may be areas for use of subcontractors or partners in this project. If you are utilizing this approach, your proposal must list the subcontractors/partners, their area(s) of expertise, and include all other applicable information herein requested for each subcontractor/partner. Please keep in mind that the City shall contract solely with your company, therefore subcontractors/partners remain your sole responsibility.

C. **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 shall disqualify your response.

D. **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.

E. **Evaluation of Proposal**

Evaluation Criterion #1 - e.g., Company and Personnel Qualifications

1. Describe your customer service philosophy.
2. Provide information from at least three accounts of similar scope. Include, at a minimum, the following information: 1) company name, 2) contact name, 3) phone number, 4) fax number, 5) email address, 6) brief description of project scope and value, 7) status of project. The City reserves the right to contact the references provided in your proposal as well as other references without prior notification to you.
3. List the number of people that you can commit to working on this project and the amount of time each is expected to spend on the project.
4. Provide the names and resumes of the key personnel that shall be performing the proposed services, including the primary project manager.
5. List the names of the subcontractors you expect to use, the services to be provided by the subcontractors and the amount of time that each is expected to spend on the project. Also, include the names and resumes of the key subcontractor personnel who shall be working on the project.
6. Provide a specific timeline or schedule for the work. Show milestones and completion dates on the schedule.
7. Describe the methods and timeline of communication your firm shall use with the City's project manager, other involved City staff, and other interested parties.

Evaluation Criterion #2 – e.g., Approach to Scope of Work

1. Describe any project approaches or ideas that you would apply to this project and that you feel would enhance the quality of your services.
2. Describe how the team shall handle quality control, specifically how design issues would be monitored and resolved, plans checked and cross-referenced and bid documents ensured to be complete, accurate, and coordinated with subcontractors.

Evaluation Criterion #3 - e.g., Value/Cost of Efforts

1. Provide a cost for the consulting services and products broken down per task phase and general task/research listed under the *Scope of Services*, above. Show a breakdown of all reimbursable expenses required to complete the work. If applicable, the subcontractors' costs must be shown as separate items. Also, provide hourly rates for your firm and all subcontractors. These rates shall be considered valid throughout the project.

F. **Proposal Acknowledgement and Debarment/Suspension Form: (Exhibit 1)**

Include this forms as provided in Exhibit 1.

SECTION VI. EVALUATION AND AWARD

A. Proposal Evaluation

All proposals submitted in response to this RFP shall be evaluated by a committee in accordance with the criteria described below. Total scores shall be tabulated, and the highest ranked firm shall 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. Interviews shall be an optional portion of this RFP at the discretion of the project manager.

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

1. Company and Personnel Qualifications – 35 points total
 - Firm related project experience, 15 points out of 35 points
 - Results of previous projects, 10 points out of 35 points
 - Qualifications of assigned personnel, 10 points out of 35 points
2. Approach to Scope of Work – 45 points total
 - Project and budget management program, 5 points out of 45 points
 - Firms quality assurance and quality control program, 10 points out of 45 points
 - Understanding of project requirements and project approach/proposal, 15 points out of 45 points
 - Familiarity with local area and project, 5 points out of 45 points
 - Proposed project schedule, must demonstrate firm's ability to meet schedule, 10 points out of 45 points
3. Value/Cost Effort – 20 points total
 - Estimate of design fees, 20 points. This estimate shall be refined into a final fee proposal during the negotiation process with the successful firm.

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.

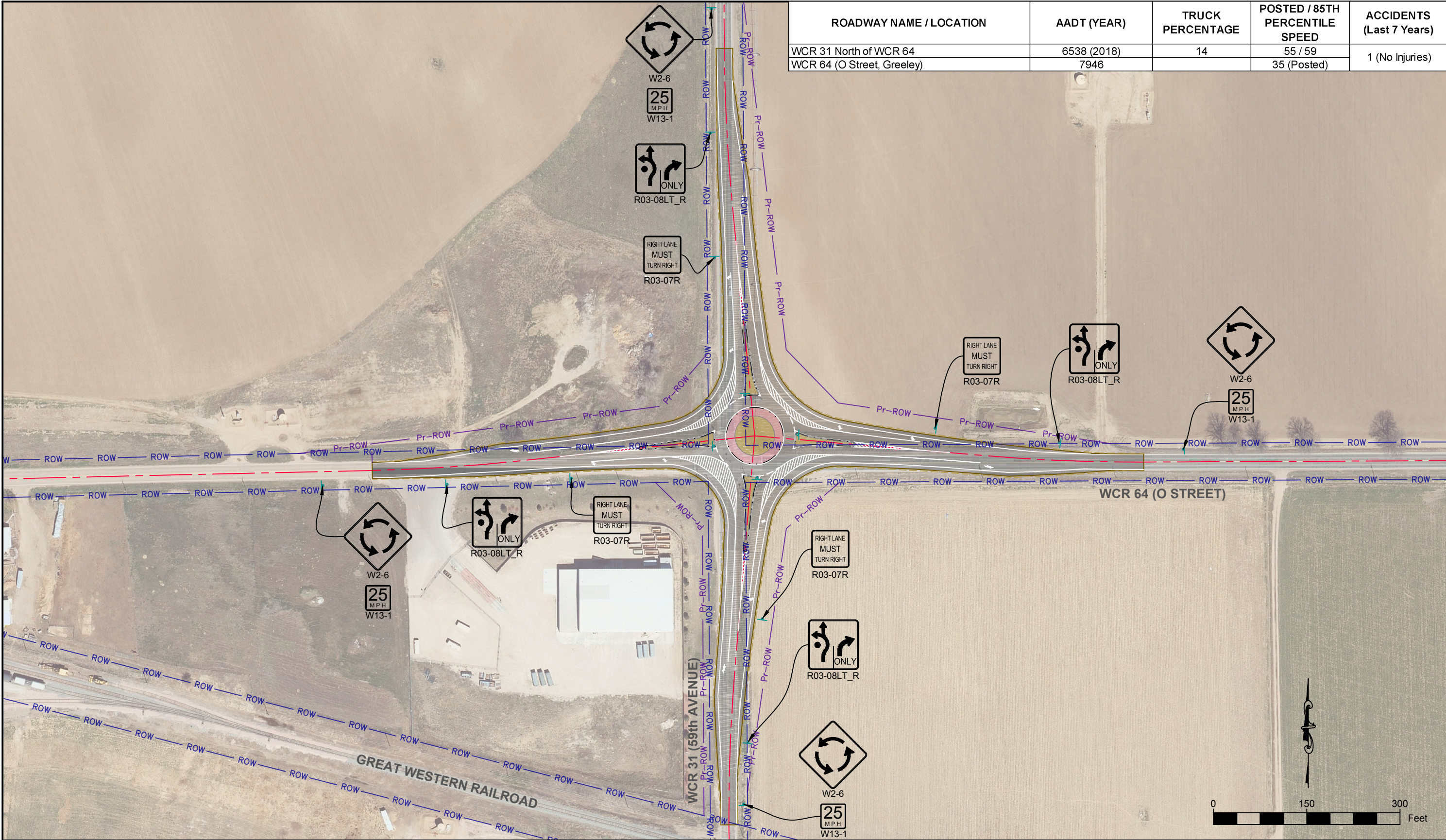
B. Determination of Responsibility of the Offeror

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 shall 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.

ATTACHMENT 1



ROADWAY NAME / LOCATION	AADT (YEAR)	TRUCK PERCENTAGE	POSTED / 85TH PERCENTILE SPEED	ACCIDENTS (Last 7 Years)
WCR 31 North of WCR 64	6538 (2018)	14	55 / 59	1 (No Injuries)
WCR 64 (O Street, Greeley)	7946		35 (Posted)	

Computer File Information		Index of Revisions		WELD COUNTY		As Constructed		WCR 64 - WCR 31 INTERSECTION INTERSECTION PLAN		Project No./Code	
Creation Date:	10/30/2018	Initials:	PW	Date:	Comments:	Initials:	No Revisions:	Designer:	PW	CIP 2018	
Last Modified Date:	10/30/2018	Initials:	PW	-	-	-	Revised:	Detailer:	PW	Sheet Number 36 of 83	
Full Path:	M:\CIP\2018\DRAWINGS\PLAN SHEETS			-	-	-	Void:	Sheet Subset:			
Drawing File Name:	WCR 64 AND WCR 31 INTERSECTION.DWG			-	-	-					
AutoCAD Version:	2016	Scale:	AS NOTED	Units:	English						



PUBLIC WORKS DEPARTMENT
1111 H. STREET
P.O. BOX 758
GREELEY, CO. 80632-0758
PHONE: (970) 356-4000
FAX: (970) 304-6497

**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

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 _____

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 shall 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 shall be reviewed and approved by the Project Manager, indicating that services have been rendered in conformity with the Contract and then shall 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 shall, 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 hereinunder 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 subcontracting opportunities.

If a sub-consultant fails to perform or make progress, as required by this Contract, and it is necessary to replace the 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 shall 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 and defend the CITY, its agents, servants, and employees from and against any and all claims, liability, losses, and/or cause of action which may arise from any negligent act or omission of the CONSULTANT, its agents, servants, or employees in the performance of services under this Contract.

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

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

ARTICLE 30 – ELECTRONIC SIGNATURES

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

ARTICLE 31 - NOTICE

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

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

and if sent to the CONSULTANT shall be mailed to:

Vendor Information
Ph:
Fax:
Email:

ARTICLE 32 – FORCE MAJEURE

To the extent that either party is not able to perform an obligation under this Agreement due to fire; flood; acts of God; severe weather conditions; strikes or labor disputes; war or other violence; acts of terrorism; plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions; act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, or other cause beyond that Party's reasonable control, that Party may be excused from such performance so long as such Party provides the other Party with prompt written notice describing the condition and takes all reasonable steps to avoid or remove such causes of nonperformance and immediately continues performance whenever and to the extent such causes are removed.

Reference attached COVID-19 Amendment document.

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

City of Greeley, Colorado

Vendor Name

Approved as to Substance

City Manager-Roy Otto

By

Reviewed as to Legal Form

Title

OFFICE OF THE CITY ATTORNEY

By: _____
City Attorney-Doug Marek

Certification of Contract
Funds Availability

Interim Director of Finance-Robert Miller

**CONTRACT ADDENDUM
COVID-19 RISK MITIGATION**

1) Implementation of Basic Infection Prevention Measures:

a. All Contractors and Subcontractors shall develop procedures for employees to report when they are sick or experiencing symptoms of COVID-19. At a minimum, these procedures will include temperature monitoring and symptom assessment as set forth below.

- 1) Contractors are required to insure that their employees and all of their subcontractor's employees conduct daily self-assessments for potential presence of COVID-19 upon their arrival at the worksite. The assessment must be carried out regardless of whether the employee believes he/she has been exposed to COVID-19.
- 2) Employees must ask themselves the following questions:
 - Do I have a runny nose, sneezing, cough, sore throat, diarrhea, nausea or vomiting (not related to other health conditions such as known allergies or chronic illness)?
 - Am I having trouble breathing in a manner that is out of the ordinary for me?
 - Do I have a sore throat?
 - Have I experienced an exposure or have I been in close contact with anyone experiencing the symptoms described above or who is suspected to have/diagnosed with COVID-19?
- 3) Contractors must insure that their employees and all of their subcontractor's employees have their temperature taken prior to or upon their arrival at the worksite.
 - Taking temperatures is not done instead of the other health and hygiene requirements that have been set forth by the local, state and national authorities. Temperature taking is done in addition to those requirements.
- 4) Any symptoms identified by the Daily Self-Assessment or a confirmed temperature of 100.4° F or higher must result in the affected employee being sent home. The Contractor must follow federal, state, and local guidance to determine when the employee can return to the worksite.
 - The Contractor shall immediately notify the Project Manager about any employees that are sent home due to temperature or COVID-19 symptoms.

b. All personnel must comply with social distancing on construction worksites.

- 1) Reduce size of work crews: Teams should reduce the number of people in each work crew to the minimum number of people possible to perform the task safely, even

if the reduction of crew size means the job takes longer.

2) Minimize interaction between work teams: Even groups within the same project should avoid interaction across groups, to minimize possible viral spread if one worker contracts COVID-19. Approaches to avoiding contact between groups may include staggered shifts, compressed work weeks where different teams work different days, and maximizing geographic distance between different teams working on the same project.

3) Avoid contact with visitors: Visitors outside the typical work crew should avoid interaction with the team wherever possible. For example, if an inspector or materials delivery needs to enter the site, they should alert the work team (e.g. by honking the horn of their vehicle twice or through another established communication means) so that the work team can vacate the site while the external parties are present.

4) Maintain a 6 foot distance between employees wherever possible: Construction teams should make every effort to limit activities that cannot be performed within 6 feet of distance between COVID-19: MULTI-INDUSTRY CONSTRUCTION GUIDANCE 040120 1 workers. However, some core construction activities may require some proximity to complete (e.g., concrete pours, utility potholing, work in cranes, drainage pipe construction, among others). In these cases, construction crews must employ other aggressive measures to limit contact. Examples include requiring employees to face away from each other, the use of supplemental Personal Protection Equipment (PPE) like face shields or respirators, minimizing the number of people on a team, and retaining consistency within work teams to limit contact with parties external to that team.

5) Office work should be done remotely, whenever possible: Office functions associated with a project (e.g. accounting or records) should be done from home to the maximum extent practicable.

6) In-person meetings should be avoided: Office meetings and consultations should take place virtually, with participants working from home or their work truck, whenever possible. If an in-person meeting is absolutely necessary, that must be limited to fewer than ten people, and participants must maintain 6 foot distance at all times during the meetings. All surfaces should be wiped down before and after the meeting, and hand washing should also occur before and after the meeting.

7) Workers must not congregate during breaks: Construction workers should not congregate for lunch or other breaks.

8) Activity specific work plans: Contractors should consider all job activities and review how they can be accomplished using necessary social distancing and sanitation protocols.

c. General Recommendations for Routine Cleaning and Disinfection on the Jobsite:

1) Contractors and subcontractors should use disposable wipes to wipe down used communal items like tools, equipment and job-boxes.

- 2) Make wipes and disinfectant available in common areas and “shared” equipment to allow workers to clean equipment before and after use.
- 3) Before using Aerosol Disinfectants on Fall Protection Harnesses, Connectors or Rigging, consult the manufacturer recommendations for cleaning since these can deteriorate the fibers of the material.
- 4) Practice routine cleaning of frequently touched surfaces (for example: tables, workstations, doorknobs, handles, etc.) with household cleaners and EPA-registered disinfectants that are appropriate for the surface, following label instructions. Labels contain instructions for safe and effective use of the cleaning product, including precautions you should take when applying the product, such as wearing gloves and making sure you have good ventilation during use of the product.

d. General Recommendations on How to Clean and Disinfect Surfaces:

- 1) Wear disposable gloves when cleaning and disinfecting surfaces. Gloves should be discarded after each cleaning. If reusable gloves are used, those gloves should be dedicated for cleaning and disinfection of surfaces for COVID-19 and should not be used for other purposes. Consult the manufacturer’s instructions for cleaning and disinfection products used. Clean hands immediately after gloves are removed.
- 2) If surfaces are dirty, they should be cleaned using a detergent or soap and water prior to disinfection.
- 3) For disinfection, diluted household bleach solutions, alcohol solutions with at least 70% alcohol, and most common EPA-registered household disinfectants should be effective.
- 4) Diluted household bleach solutions can be used if appropriate for the surface. Follow manufacturer’s instructions for application and proper ventilation. Check to ensure the product is not past its expiration date. Never mix household bleach with ammonia or any other cleanser. Unexpired household bleach will be effective against coronaviruses when properly diluted. Prepare a bleach solution by mixing:
 - 5 tablespoons (1/3rd cup) bleach per gallon of water or
 - 4 teaspoons bleach per quart of water
- 5) A list of CDC-approved disinfectants against viruses (including COVID-19 virus), see: <https://www.epa.gov/pesticide-registration/list-n-disinfectants-use-against-sars-cov-2> Follow the manufacturer’s instructions for all cleaning and disinfection products (e.g., concentration, application method and contact time, etc.).
- 6) For soft (porous) surfaces such as carpeted floor and rugs, remove visible contamination, if present, and clean with appropriate cleaners indicated for use on these surfaces.

e. Detailed Recommendations for Cleaning and Disinfecting on the Jobsite:

1) Sanitation Units (Portable Toilets)

- Evaluate and provide additional restrooms (with hand sanitizer) as needed.
- Frequently or as needed, clean the surfaces that are dirty. They should be cleaned using a detergent or soap and water prior to disinfection.
- Use an Aerosol Disinfectant or diluted household bleach solutions (mentioned in the section above) to disinfect the commonly used items on the unit (handles, locks, toilet seat, etc.).
- With the promotion of frequent handwashing, it is more likely that the handwashing stations will need frequently or as needed refill of the water tank, soap/hand sanitizer dispensers and paper towel dispenser. It is recommended to add a morning and afternoon inspection of the units to guarantee they are serviceable.

2) Project Site Offices, Conference Rooms, Break Areas and Other Common Areas:

- Frequently or as needed, clean the surfaces that are dirty. They should be cleaned using a detergent or soap and water prior to disinfection.
- Wipe down tables and chairs with household cleaners or disinfectant wipes that are appropriate for the surface, following label instructions.
- Floor should be swept and disinfected with a diluted household bleach solution.
- As there is no designated lunch break area on for field personnel, it is recommended that lunch breaks be taken in personal vehicles or segregated around the site. Please do not congregate in tool trailers or connex boxes. This will help maintain social distancing of 6 feet.

3) Jobsite Entrances, Gates and Doors:

- Routine cleaning of the pull handles, locks and/or panic devices on doors by wiping them down with household cleaners or disinfectant wipes that are appropriate for the surface, following label instructions.

4) Operators of Light and Heavy Equipment (Forklifts, Scissor Lifts, Excavators, Loaders, Scrapers, etc.)

- Prior to and after use, wipe down controls, seats, handrails or other frequently touched surfaces with household cleaners or disinfectant wipes that are appropriate for the surface, following label instructions.

5) Hand Hygiene and other Preventive Measures:

- Employees should clean hands often, including immediately after removing gloves and after contact with any other person, by washing hands with soap and water for at least 20 seconds. If soap and water are

not available and hands are not visibly dirty, an alcohol-based hand sanitizer that contains at least 60% alcohol may be used. However, if hands are visibly dirty, always wash hands with soap and water.

- Employees should follow normal preventive actions while at work and home, including recommended hand hygiene and avoiding touching eyes, nose, or mouth with unwashed hands.

2. Update Safety Procedures

- a. Contractors will update their safety procedures to implement the guidance issued by federal, state and local authorities related to COVID-19, as well as to implement the procedures required by this addendum.
- b. Contractors will train employees on the updated safety policy.
- c. Contractors will ensure that all subcontractors are aware of and follow Contractors updated safety policy.

3. City of Greeley Project Sites Controls:

- a. Site Isolation:
 - 1) All Contractors and Subcontractor shall minimize or eliminate activities within City of Greeley facilities that require operations by City Staff. If City Staff and Contractor are required to be located in the same facilities, the Contractor shall coordinate with the Project Manager to minimize contact and reduce exposure.
 - 2) All Contractors and Subcontractors shall eliminate face to face meetings to minimize possible of exposure. All questions, concerns, and construction related questions shall be address through phone communications.
 - 3) Contractors shall notify the Project Manager prior to entering City facilities and provide information on work to be done and areas they will be in. Contractors shall not enter any administrative or occupied facilities without prior approval from the Project Manager.
 - 4) If any employee of a Contractor or Subcontractor enter the site while sick, they will be immediately asked to leave. Contractors will not be compensated for this lost time.
- b. Personal Protective Equipment (PPE):
 - 1) All Contractors and Subcontractors shall wear non-medical face coverings while working on City of Greeley job sites.
 - 2) Contractors shall require the use of additional PPE as recommended by federal, state and local authorities.

4) **City of Greeley contract controls:**

- a. To remain ahead of identified concerns, Contractors must reach out to their subcontractors and suppliers to ascertain potential sources of delay to ensure they give the proper notices to their owners.
- b. Contractors must promptly notify the Project Manager of potential delays.
- c. If a Contractor determines that a project or project phase must be shut down due to the COVID-19 pandemic, the Contractor shall immediately contact the Project Manager and submit a change order request.
 - 1) Contractors must insure that the project site is left in a safe condition. Contractor shall insure periodic inspection of the project site.
 - 2) Traffic control devices must continue to be inspected and maintained, so it is a best practice to minimize their need and use when a project is temporarily inactive.
- d. Contractor will insure compliance with all CDC and OSHA requirements.
- e. Contractor agrees that this addendum may be supplemented as additional guidance is received from federal, state and local authorities.

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	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Financial Rating of A	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$5,000
							PERSONAL & ADV INJURY \$1,000,000
							GENERAL AGGREGATE \$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	<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						\$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DEDUCTIBLE						\$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<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 \$100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$100,000
							E.L. DISEASE - POLICY LIMIT \$500,000

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

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

CERTIFICATE HOLDER

CANCELLATION

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