

**CITY OF GREELEY
Request for Proposal**

**Professional Polling/ Public Opinion Research and Public
Outreach Consultant Services RFP**

BID #FD20-04-068

DUE April 28, 2020 BEFORE 2:00 P.M.



Serving Our
Community
It's A Tradition

*The Office of the Purchasing Manager is a service division
established to build effective partnerships through efficient and responsive
procurement processes to obtain high quality
goods and services for the best value.*

I. INTRODUCTION

The City of Greeley seeks proposals from qualified firms to research and test the public opinion of a number of potential ballot issues that the City Council may consider for inclusion on the November 2020 ballot.

The November 2020 ballot issues currently under consideration by the City Council are renewals of the following existing sales tax measures:

Food Tax	Expires December 2021
Keep Greeley Moving	Expires December 2022

In addition, the City Council may consider placing a new dedicated sales tax to support the acquisition and maintenance of natural areas and trails.

In the event the results are favorable, the City may choose to extend the contract and consulting services to include public outreach and education for the tax renewal ballot initiative(s).

II. PROJECT DESCRIPTION & SCOPE OF WORK

PROJECT DESCRIPTIONS

FOOD TAX RENEWAL

The Food Tax, which is a sales tax of 3.0% on groceries only, was originally approved by voters in 1990 and has remained at the same rate for each five-year renewal since that time. The purpose of the Food Tax has been and remains focused largely on the repair and/ or replacement of public buildings, recreational facilities and streets. The Food Tax, the major funding source for projects of this nature, generated revenue which has been invested in the following amounts and areas during the period of 2014-2018:

AREA	AMOUNT	SUPPORTING AREAS WITH
Parks Maintenance	\$5.7 Million	1,738 acres of parks and open space
Building Maintenance	\$6.9 Million	Over 1 Million square feet of facility space
Traffic Signal Maintenance	\$500,000	68 traffic signals
Street Maintenance	\$29.7 Million	379 Road Miles, 700 miles of Curb, Gutter and Sidewalk
ADA accessibility	\$1.8 Million	Funding ADA compliance projects

While the funding and support of the taxpayers remains critical to the community's infrastructure, the funding for the maintenance of a growing and aging infrastructure (streets, sidewalks, parks, building, and traffic network) with a tax that has remained flat over 30 years results in a growing and compounding deficit. With an annual average revenue growth of 3.0%, offset by an annual average asset growth of 3.0%, and further impacted by an annual average construction cost inflation factor of 2.9%, the City is losing ground every year.

Based on the current Food Tax collection and annual transfer to Keep Greeley Moving, an average of \$4.7 million is available each year for investment in infrastructure maintenance. When compared to an annual infrastructure maintenance need of \$10.6 million (based on the industry standard useful life of assets), there is an annual shortfall of \$5.9 Million.

While there are infrastructure needs that far exceed the revenue currently generated by the Food Tax, staff has made a recommendation to seek a renewal of the existing Food Tax for a five-year period with no changes. If renewed as recommended, the Food Tax is estimated to generate approximately \$45 Million in revenue to maintain community amenities over the next five years. This timeframe will enable staff to start developing master plans that will identify the prioritized capital needs within the areas of facilities, transportation, culture

parks and recreation, over a five to ten year period. This information will be critical to informing a community-wide discussion by 2025 of what changes to the existing sales tax structure may be needed to support the community's infrastructure.

Keep Greeley Moving Tax Renewal

Greeley voters first approved the Keep Greeley Moving (KGM) tax in 2015 for a period of a seven-year 0.65% sales (food exempt) focused on street related improvements and repairs. Currently set to expire in 2022, over the last three years, the KGM tax has resulted in the following investments:

AREA	AMOUNT
Concrete repairs (including 38,631 linear feet of sidewalks)	\$3.2 Million
Seal coat 49.63 miles of roadway	\$3.3 Million
Patching of 54,298 square yards of roadway	\$3.4 Million
Overlay of 29.76 miles of roadway	\$16.9 Million
Applied 794,296 pounds of crack seal	\$1.3 Million
Roadway expansion work (including 20 th Street and 71 st Avenue)	\$13 Million
Total Revenue Invested	\$41.1 Million

The funding and support of the taxpayers of KGM was a significant step in making progress in the City's ability to enhance its street improvements and repairs. Without this voter approved funding, the investments highlighted above would not have been possible. During the first four years of KGM, the funding has helped reduce the backlog of overlay projects from 85 miles to 52 miles, and has helped improve the road system's average Pavement Quality Index (PQI) rating from 61 to 65. While the funding has enabled progress, a significant backlog of road maintenance needs remains for the City's 397 miles of roads. Additionally, there are over \$40 million in curb, gutter and sidewalk needs that still exist today.

The KGM funding was not intended to and has not been able to fully address the backlog of improvement and repair projects due in part to construction cost inflation and annual asset growth similar to the Food Tax. With an annual average growth of 3.0%, offset by an annual average asset growth of 3.0%, and further compounded by an annual average construction cost inflation factor of 2.9%, the City is losing ground every year.

Based on the current KGM revenue collection- supplemented by an annual transfer of \$3.6 million to the Road Development fund for road widening projects and an annual transfer from the Food Tax of \$2.7 million for pavement maintenance - an average of \$11.5 million is available each year for investment in street repair. When compared to an annual need of \$14.0 million, there is an annual shortfall of \$2.85 million.

While there are street improvement and repair needs that far exceed the revenue currently generated by the KGM, staff has made a recommendation to seek a renewal of the existing KGM in November 2020 for a seven-year period with no changes. If renewed, the KGM is estimated to generate approximately \$80.5 Million in revenue over seven-years for street improvements and repair.

Natural Areas and Trails – New Sales Tax

The City of Greeley has assembled a network of farm and open lands, natural areas and trails over the past several years. That area now surpasses over 1,000 acres of natural areas, undeveloped land, and 30 miles of trails, including portions of the Poudre River. Community polling done in conjunction with the development of the City's 2016 Parks, Trails & Open Lands Master Plan (PTOL), showed that a majority of respondents support natural areas and trails in Greeley and a majority also support a dedicated sales tax for the acquisition and maintenance of natural areas and trails. Support for a dedicated sales tax for open lands and natural areas conducted in 2018 done as part of the renewal of Quality of Life and Public Safety sales tax programs again

validated this support.

More recently, a City team is leading the development of an Open Lands and Natural Areas Strategic Plan that integrates and leverages the public benefit realized from the City's identification, acquisition, development and management of undeveloped lands and easements.

The City's Natural Areas & Trails Division worked with the Trust for Public Land (TPL) completed a feasibility study to explore a dedicated funding source for the Division in 2020. As envisioned, a dedicated sales tax, preliminarily discussed at 0.25%, would fund the acquisition, development and management of significant lands with natural resource, agricultural, water resource, and community shaping values.

The TPL – whose feasibility study can serve as a foundation for the crafting of polling questions - has offered its expertise as support.

SCOPE OF WORK

The Scope of Work focuses on conducting a public opinion and polling survey, evaluating the probability of voter approval of the ballot measures under City Council consideration and presenting data to provide guidance on strategies to potentially place said measure on the ballot. Should the City Council approve the placement of a measure on the ballot, additional services may be enlisted for public education and outreach. All proposals should include the components in Section III.

III.SUBMITTAL FORMAT

All submittals shall be from a Consultant that has demonstrated experience (a) in producing and conducting statistically reliable polling surveys for Colorado tax revenue ballot measures; and (b) public education and outreach campaigns for tax revenue ballot measures in Colorado.

All submittals shall be organized in the format shown below.

1. **Submittal Cover** – Include the Request for Proposal title and submittal due date, the name, address, fax number, and the telephone number of the principal firm and contact.
2. **Table of Contents** – Include a complete and clear listing of headings and pages to allow easy reference to key information.
3. **Transmittal Letter** – The letter must convey a basic understanding of the prospective project and its key objectives and an overview of the Project team. The letter must state why the candidate is interested in pursuing the project, how the project relates to other work the candidate has successfully performed, consultant philosophy as it pertains to public opinion polls, and why the candidate should be selected. The letter should be signed both by the principal contact for a potential award and the letter's signatory must be the person authorized to bind the firm to any subsequent contract with the City.
4. **Scope of Work** – The Scope of Work will encompass working with City staff, attending various public meetings, conducting statistically valid surveys, measuring survey results, assessing data with City staff and preparing a final report. The selected consultant's proposed Work Plan and Schedule will form the basis for negotiations of a final Scope of Work for the Professional Services Agreement. The Scope of Work shall be more specifically defined by addressing the following items:
 - a. Development of the survey instrument proposed for voter opinion poll and the methodology to be employed for a statistically valid sampling of the registered voters.
 - b. Process of conducting and interpreting the public opinion poll, including the sample size based on the City of Greeley demographics. Include discussion of the use of bilingual materials (e.g., in Spanish), as well as other methods to mitigate any language barriers.

- c. Coordination with City to assess the results of the public opinion poll; discuss implications, related issues and alternatives.
 - d. Final written report and presentation of results to the City Council. The final report shall include at a minimum the framework and methodology used; the tabulation of all calls and/or contacts made as part of the survey (e.g., refusals, disconnected numbers, busy lines, unanswered calls, number of attempts, language barriers and age issues); the tabulation of survey results, key findings, and detailed findings; and conclusions and recommendations.
 - i. An additive alternative to the written report may be a formal public presentation of the results.
 - ii. Phase Two: As an additive alternative, please include the scope of work for organizing and conducting a successful public education effort to increase citizen awareness for the identified need of a new revenue source and facts surrounding the measure. This second phase as an additive alternative may or may not be awarded and/or awarded to a different consulting firm specializing in this type of project.
5. **Team Qualifications and Experience** – Provide a clear description of the principal firm’s Project Manager and the proposed team with names, resumes, project responsibilities and proposed staffing numbers. Provide a list of all successful ballot measures that have been performed. Experience listed should be from the last three to five years with projects relevant to the Scope of Work in this Project. Each listed experience shall have a Project Manager listed as a reference with name(s) and current telephone number(s). The listed experience should distinguish between the experience and projects of the firm and the individuals. Firms and personnel listed in this section will be considered committed to the Project. Commitment letters shall be included from all partnering firms.
6. **Cost Proposal** – Provide an all-inclusive cost proposal for all proposed services, including total cost of partnering firms and/or sub-consultant(s) and incidental expenses. Provide a breakdown of cost by task categories. Include a rate sheet for all firms that will serve as an exhibit to possible subsequent Professional Services Agreement for the awarded firm.
7. **Organizational Chart** – Provide an organizational chart containing the names of all key personnel, joint venture partners and sub-consultants with titles and their specific task assignment for this Project.
8. **Example of Most Recent Work** – Provide three examples of the most recently completed public polling surveys, reports and education campaign/materials from other cities along with contact information for public agency references.

REQUEST FOR PROPOSAL RESPONSES THAT DO NOT INCLUDE THE ABOVE REQUIRED ITEMS WILL BE DEEMED NON-RESPONSIVE AND WILL NOT BE CONSIDERED.

IV. RFP and EVALUATION SCHEDULE

The distribution, receipt, and evaluation of proposals, as well as selection of the Consultant, will conform to the following schedule:

Release of the RFP	April 13, 2020
Written Questions Due (Optional):	April 20, 2020 – 3pm Mountain Time
Response to Written Questions Posted on City Website	April 22, 2020
Proposals Due:	April 28, 2020 - 2pm Mountain Time
Review of Proposals	April 29 – May 1, 2020
Interviews with finalists (Tentative)	Week of May 4, 2020
Award of Contract	By May 8, 2020

The City reserves the right to modify this timeline at any time.

Any questions or requests for clarification about this RFQ/RFP must be submitted in writing to the via email to .

For the benefit of all proposers, no questions can be accepted after 3:00 p.m. Mountain Time on April 20, 2020

V. SUBMITTAL DATE AND DIRECTIONS

One original of the submittal shall be delivered electronically by email to the address below no later than **2:00 pm Mountain Time on April 28, 2020.**

VI. SUBMITTAL SELECTION PROCESS AND EVALUATION CRITERIA

Each proposal will be reviewed to determine if it satisfies the submittal requirements contained within this RFP. Failure to satisfy the submittal requirements may be cause for rejection of the proposal. The City may reject any proposal if it is conditional, incomplete, or contains irregularities. Incomplete submittals, incorrect information or late submittals shall be cause for immediate disqualification

Using a Criteria Rating Sheet (Attachment 1), a selection committee will review approved proposal submissions. Top ranked firms will be invited for an interview during which the Project Manager and key Project personnel will be expected to attend and participate.

VII. TERMS AND CONDITIONS

Issuance of the RFP does not commit the City of Greeley to advance a candidate to the next step of the selection process, to award a contract for services, or to pay any costs incurred in the preparation of a response to this request.

The City reserves the right to retain all proposals for a period of sixty (60) days for examination and comparison. The City also reserves the right to waive non-material irregularities in any proposal, to reject any or all proposals, to reject or delete one part of a proposal and accept the other, except to the extent that the proposals are qualified by specific limitations.

Once the proposal has been selected and all negotiations completed, the consultant will be asked to execute the City's Professional Services Agreement and Contract, attached hereto, and return it to the City with all necessary documentation including Certificate of Insurance and Endorsements.

All studies, reports, documents, and other materials prepared by or in possession of the consultant as part of work or services under any contract awarded pursuant to this RFP shall become the permanent property of the City and shall be delivered to the City upon demand.

ATTACHMENT 1: CRITERIA RATING SHEET**Polling/Public Opinion Research Services – RFP Rating Sheet**

Principal Firm Name: _____

Rated by: _____ Date: _____

CRITERIA	SCORE	COMMENTS
I. Complete RFP	Complete or Incomplete	
II. Overview a. Description of firm's understanding of Project. b. Consultant philosophy as a fit to Arvin. c. Relevancy of similar work.	Out of 30	
III. Qualifications a. Prior experience as it relates to this Scope of Work. b. Specialized expertise of team members. c. Relevant experience of Project Manager.	Out of 35	
IV. Proposed Scope of Work a. Addresses all Project objectives. b. Methodology proposed. c. Timeline – Ability to complete Project on schedule. d. Accuracy of previous polling results and Projects. e. Cost	Out of 35	
Total	<u> </u> /100	

BID ACKNOWLEDGEMENT

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

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

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

Original Signature by Authorized Officer/Agent

Type or printed name of person signing

Company Name

Title

Phone Number

Vendor Mailing Address

Fax Number

City, State, Zip

Proposal Valid Until (at least for 90 days)

E-Mail Address

Website Address

Project Manager:

Name (Printed)

Phone Number

Vendor Mailing Address

Fax Number

City, State, Zip

Email Address

Debarment/Suspension Certification Statement

Professional Polling/ Public Opinion Research and Public Outreach Consultant Services RFP

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 _____

CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES
**FD20-04-068 Professional Polling/ Public Opinion Research and Public Outreach
Consultant Services RFP**

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

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

ARTICLE 1 - SERVICES

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

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

ARTICLE 2 - SCHEDULE

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

ARTICLE 3 - PAYMENTS TO CONSULTANT

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

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

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

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

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

ARTICLE 5 - TERMINATION

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

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

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

ARTICLE 6 - PERSONNEL

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

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

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

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

ARTICLE 7 – SUB-CONSULTANT

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

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

ARTICLE 8 - FEDERAL AND STATE TAX

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

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

ARTICLE 9 - AVAILABILITY OF FUNDS

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

ARTICLE 10 - INSURANCE

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

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

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

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

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

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

ARTICLE 11 - INDEMNIFICATION

The CONSULTANT shall indemnify and save harmless the CITY, its agents, servants, and employees from and against any and all claims, liability, demands, losses, and/or expenses resulting from any negligent act or omission of the CONSULTANT, its agents, servants, subcontractors, suppliers or employees in the performance of services under this Contract. Such duty to indemnify and save harmless the CITY shall be for an amount represented by the degree or percentage of negligence or fault attributable to the CONSULTANT its agents, servants, subcontractors, suppliers or employees. If the CONSULTANT is providing architectural, engineering, design, or surveying services, the obligation to indemnify and pay costs, expenses, and attorneys' fees, is limited to the amount represented by the degree or percentage of negligence or fault attributable to the CONSULTANT, or the CONSULTANT'S agents, representatives, employees, servants, subcontractors, or suppliers as determined by

adjudication, alternative dispute resolution, or otherwise resolved by mutual agreement between the Contractor and the City. The CONSULTANT's indemnification obligation shall not be construed to extend to any injury, loss, or damage caused by the City's own negligence.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

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

ARTICLE 13 - REMEDIES

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

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

ARTICLE 14 - COLORADO LAW

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

ARTICLE 15 - CONFLICT OF INTEREST

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

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

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

ARTICLE 16 - EXCUSABLE DELAYS

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

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

ARTICLE 17 - ARREARS

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

ARTICLE 18 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the CITY or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the CITY'S prior written consent unless required by a lawful order. All

drawings, maps, sketches, and other data developed, or purchased, under this Contract or at the CITY'S expense shall be and remain the CITY'S property and may be reproduced and reused at the discretion of the CITY. The CITY shall indemnify and hold CONSULTANT harmless for any claim or liability arising from any use or reuse of the documents for any purpose other than the project and scope of work for which they were prepared.

ARTICLE 19 - INDEPENDENT CONSULTANT RELATIONSHIP

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

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

ARTICLE 20 - CONTINGENT FEES

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

ARTICLE 21 - ACCESS AND AUDITS

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

ARTICLE 22 - NONDISCRIMINATION

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

ARTICLE 23 - SURVIVAL

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

ARTICLE 24 - ENTIRETY OF CONTRACTUAL AGREEMENT

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

ARTICLE 25 - ENFORCEMENT COSTS

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

ARTICLE 26 - AUTHORITY TO PRACTICE

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

ARTICLE 27 - SEVERABILITY

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

ARTICLE 28 - AMENDMENTS AND MODIFICATION

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

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

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

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

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

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

the sub-consultant does not stop employing or contracting with the illegal alien; except that the CONSULTANT shall not terminate the contract with the sub-consultant if during such three days the sub-consultant provides information to establish that the sub-consultant has not knowingly employed or contracted with an illegal alien.

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

ARTICLE 30 - ELECTRONIC SIGNATURES

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

ARTICLE 31 - NOTICE

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

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

and if sent to the CONSULTANT shall be mailed to:

Vendor Information

Ph:

Fax:

Email:

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

City of Greeley, Colorado

Vendor Full Legal Corporate Name

Approved as to Substance

City Manager-Roy Otto

Authorized Signature

Reviewed as to Legal Form

OFFICE OF THE CITY ATTORNEY

Title

By: _____
City Attorney-Doug Marek

Certification of Contract
Funds Availability

Director of Finance – Renee Wheeler

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/14/2013

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

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

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

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						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