



CITY OF GREELEY
Purchasing

Request for Proposal
RFP #FD21-04-111

POUDRE RIVER BANK STABILIZATION

for

CPRD/NATURAL AREAS & TRAILS DIV

REQUEST FOR PROPOSALS (RFP)
RFP #FD21-04-111

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

Proposals must be received no later than:

May 26, 2021, before 2:00 p.m. local time

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

ONLY ELECTRONIC RFP RESPONSES WILL BE ACCEPTED DURING THE COVID-19 EVENT

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

Proposals shall be submitted in a single 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.

Schedule of Events (subject to change)	All times are given in local Colorado time
RFP Issued	5/3/21
Optional Pre-Proposal Conference include date/time and location	5/11/21 at 3:00pm via Zoom meeting
Inquiry Deadline	5/14/21 by 4:00pm
Final Addendum Issued	5/19/21
Proposal Due Date and Time	May 26, 2021 before 2:00pm MST
Interviews (tentative)	week of June 7, 2021
Notice of Award (tentative)	week of June 14, 2021

Invitation to a scheduled Zoom meeting.

Join Zoom Meeting

<https://greeleygov.zoom.us/j/84786167297>

Meeting ID: 847 8616 7297

Passcode: 004535

Dial by your location

- +1 312 626 6799 US (Chicago)
- +1 346 248 7799 US (Houston)
- +1 669 900 6833 US (San Jose)
- +1 253 215 8782 US (Tacoma)

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EXHIBITS

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1	Proposal Acknowledgement
2	Sample Contract
3	Insurance
4	Debarment Form

"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."

SECTION I. BACKGROUND, OVERVIEW, AND GOALS

A. Background

Approximately 600 feet downstream of the 71st Ave bridge over the Cache la Poudre River, 200 feet of the right bank of the river is eroding and threatening the stability and safety of the Poudre River Trail, which was constructed close to an outside bend of the river. The City is working with the adjacent landowner (Duran) to stabilize the river bank of the river and nudge the trail back slightly as a short to midterm approach to trail and bank stability. For efficiency, the bank project is being combined with a hydraulic modeling assessment of a structure modification on the Duran property and the impacts to the regulatory floodplain. Duran is already working with a consultant on this modeling, and the successful firm for this City's project will need to work closely with Duran's consultant on coordinating efforts. The two projects will utilize a combined survey and hydraulic modeling effort. The City has prepared this scope of work to assist with the planning, hydraulic modeling, permitting, of both projects, and the design and construction of the bank stabilization and trail relocation project at this site.

In addition to this project, the contract will allow for the successful firm to complete additional river stabilization/restoration projects for the City for up to three additional calendar years from the date of execution of the contract at the sole option of the City. Award of future work packages will depend on project funding availability.

B. Overview

The City proposes the following scope of work:

- Task 1: Data Acquisition and Site Assessment
- Task 2: Phase 1: Hydraulic Modeling Structure No-Rise Feasibility
- Task 3: Phase 2: Hydraulic Modeling Bank Stabilization No-Rise Feasibility
- Task 4: Conceptual Design
- Task 5: Final Design (80%)
- Task 6: Permitting
- Task 7: Construction Oversight and Project Close-out
- Task 8: Project Management and Coordination

C. Goals

Establish a short to mid-term solution to the erosion issues in this area.

SECTION II. STATEMENT OF WORK

A. Scope of Services

Task 1: Data Acquisition and Site Assessment

Kick-off Meeting

As part of Task 1 facilitate a Project Kick-off Meeting to: (1) reach consensus on project goals, objectives, and factors critical to project success; (2) identify data needs and methods to obtain required data/information; and (3) agree on project schedule and key milestones; (4) coordinate with Duran design firm if different than City firm. Provide meeting notes that document key discussion points and critical success factors.

Survey

A field survey of the project area has been completed. The field survey includes the collection of topographic data around the existing outbuilding on the Duran property and the proposed location of the new garage. Topographic and bathymetric data has been collected in the river corridor for 200 feet downstream of the 71st Ave Bridge and 300 feet surrounding the bank stabilization project site. To aid in the hydraulic modeling, cross sectional data been collected along cross sections through the project site. The survey team completed a preliminary subsurface utility locate and recorded the horizontal location of visible above ground utilities. The survey scope included preparation of a topographic exhibit with one-foot contours for use in subsequent phases of the project.

Geomorphic Assessment

Utilize previous studies within the project reach (e.g., Lower Poudre River Flood Recovery and Resilience Master Plan, Greeley Riverbanks Poudre River Trail Study) and gather additional data, as necessary. A desktop geomorphic analysis will be conducted to evaluate aerial photographs for historical channel alignment and dimensions, as well as anthropogenic influences on the project reach. The desktop analysis will provide an initial understanding of historic channel adjustments and watershed land use changes over time. It will also be used to determine whether the project reach and upstream areas are source, transport, or response reaches. Identify data gaps and determine the extent that field data can fill those gaps.

Perform a site-specific geomorphic field assessment to inform and confirm the results of the desktop analysis. The assessment will include documentation of key geomorphic characteristics, such as channel geometry and profile, channel confinement and entrenchment, sediment dynamics (evidence of scour or deposition), and stage of stream evolution. Determine reach representative locations to collect sediment samples (pebble count of bed material and bulk sediment samples of bank material) to evaluate bed and bank design calculations.

Use this information and data to provide a comprehensive understanding of the main drivers of degradation along the project reach, forming the basis of the bank stabilization process.

Ecological Assessment

Conduct an ecological assessment of the site to gain a better understanding of the ecology and hydrology of the reach. This work is needed to facilitate permitting and confirm a revegetation approach. Work will include general reconnaissance to examine the plant communities, hydrologic conditions, existing topography, and other key factors influencing ecological processes, as well as a waters of the US delineation following US Army Corps of Engineers (Corps) protocol. Potential habitat for threatened and endangered species (TES) will also be assessed, including Preble's Meadow Jumping Mouse, Ute Ladies' Tresses Orchid, and Colorado Butterfly Plant. General wildlife use will also be assessed, including noting the presence of prairie dogs, migratory birds, small mammals (e.g. beaver) and potentially nesting raptors. Map wetlands and other waters of the US on a 1-inch equals 200-foot scale project maps, flagged in the field, and surveyed with a sub-meter accurate global positioning system device. Map key wildlife resources in the field on aerial photographs and record using a global positioning system, as appropriate.

Hydrologic and Hydraulic Assessment

Utilize the available hydrologic data for the project site (e.g., Lower Poudre River Flood Recovery and Resilience Master Plan) for both low flows and high flows to ensure that the existing hydrologic data will meet the needs of the project design. Obtain the most current Risk MAP hydraulic model and review it as part of this task.

Basemap Development

Develop a basemap using GIS and CADD with data provided by the City, the surveying subcontractor, and background information. The basemap will include the topographic survey data, political and property boundaries, project limits, infrastructure and above ground utility locations, control points, and other supporting CADD/GIS layers including jurisdictional wetland delineation and extent of existing riparian habitat.

Deliverables:

- Notes from kick-off meeting
- Basemap data (provided electronically)
- A summary of the Site Assessments and data collection needs to be included in the Basis of Design memo (Task 5).

Task 2: Phase 1 Hydraulic Modeling Structure No-Rise Feasibility

Use the most current Risk MAP hydraulic model of the Poudre River as the current “Effective” model for the project reach as it is under FEMA review to become the official current effective model. Use new survey data and the 2013 post flood LiDAR data to update the Effective Model and to add additional detail (more cross sections) to evaluate the project. This will result in a “Corrected Effective” model. The model then needs to be modified to reflect the proposed project (“Project Conditions” model). This will include removal of the existing out building and adding the proposed garage on the Duran property. Compare results of Project Conditions to the Corrected Effective to evaluate the potential for “no-rise” conditions (i.e. no increase in 100-year water surface elevation).

If the removal of the outbuilding and addition of a garage results in a rise in the regulatory water surface, evaluate two (2) additional scenarios to mitigate any negative impact to the 100- year water surface caused by the addition of the garage (e.g., channel and/or floodplain grading).

Duran’s firm is currently working on the modeling for the garage and private property, and the City’s firm will need to coordinate with Duran’s firm on ensuring neither the garage on Duran’s property or the City’s trail project create a rise condition.

Deliverables:

- Brief memorandum describing the modeling process and results, to be incorporated into the Basis of Design memo (Task 5) and the Floodplain Development Permit (FDP) application (Task 6).

Task 3: Phase 2 Hydraulic Modeling Bank Stabilization No-Rise Feasibility

In this phase, evaluate the feasibility of a treatment to stabilize the eroding bank (currently threatening the Poudre River Trail) that will meet the Weld County FDP “no-rise” criteria. Use the most current Risk MAP hydraulic model of the Poudre River as the current “Effective” model for the project reach. Use the new survey data and the 2013 post flood LiDAR data to update the Effective Model and to add additional detail (more cross sections) to evaluate the bank stabilization treatment. This results in the “Corrected Effective” model. The model will then be modified to reflect a proposed project (“Project Conditions” model). Include an evaluation of at least two (2) different bank stabilization options. Include these design options in the hydraulic model to evaluate the feasibility (at a high level) of stabilizing the bank and achieving “no-rise” in the regulatory water surface. If no-rise can be achieved, detailed hydraulic modeling of the bank stabilization design will be completed during Tasks 4 and 5.

Deliverables:

- Brief memorandum describing the bank stabilization options, modeling process, and results (to be incorporated into the Basis of Design memo (Task 5) and FDP application (Task 6).

Task 4: Conceptual Design

Meet with the City (and other stakeholders as needed) to review the site assessment results and potential conceptual bank stabilization treatments, and associated trail relocation, developed in Task 1 and Task 3, respectively. The meeting will be used to gather input to refine and improve these design concepts. Develop conceptual plans that include the elements and features decided on during the meeting. These design plans will consist of a concept-level site plan, cross sections, and sketched details of the bioengineered bank treatment and trail relocation. As part of this task, the hydraulic analysis completed in Task 3 will be updated, as a proof of concept, to verify that it does not create a rise in regulatory water surface elevation. At this point, and based on the previous hydraulic modeling, it is the intent of the project that the preliminary designs will result in “no-rise” conditions with no adverse impact on the 100-year flood elevation.

Conceptual Construction Cost Estimate

The preliminary cost estimate will be developed based on conceptual work areas, bank stabilization treatment, trail realignment, and relative revegetation costs. Complete cost estimates on a line-item basis. Base cost estimates on standard pay items as a basis for the estimate as well as any expected costs for items which are not included as standard pay items.

Deliverables:

- Conceptual design plans
- Conceptual design cost estimate

Task 5: Final Design (80%)***Bank Stabilization Design***

Incorporate the review comments provided by the City (and other stakeholders as applicable) on the conceptual design plans into the final design plans. Develop an 80% design planset suitable for use in permit submittals and bidding. The nature of stream work often requires that certain features be “field-fit” under designer oversight. Thus, develop the final design plans to a level appropriate for any proposed features, which may be considered “80%” with final wood design completed after materials have been sourced and stability calculations can be completed, and under the assumption that field-fit direction will be provided by the engineer during construction.

The plans will need to include site plans, grading plans, cross sections, and elevations describing channel, bank, and revegetation work. Include the proposed grading contours, cross sections, detail drawings, revegetation sheets, site layout and access plan, construction staging, erosion and sediment plan, and stormwater management. Include natural features of value for preservation and incorporation into the final design. Include construction access points, property lines, work limits, and materials storage and staging locations on the plans. Specialized design components such as wood structures or features, floodplain benches, and other bank stabilization treatments will need to be represented with typical details.

Update the hydraulic analysis completed during Task 3 with the final design to verify no impact to the regulatory water surface elevation, and to be incorporated in the FDP application (Task 6). Complete final details of rock sizing, and erosion control fabric using the results of this final hydraulic model.

Trail Design

Provide design and construction documents for a minor realignment of the trail as needed to accommodate the bank stabilization treatment. It is assumed that the length of the trail alignment will be less than 500 linear feet. Plans need to include a trail typical section, plan and profile (including grading), and cross sections. Include erosion control for the trail reconstruction with the bank stabilization plans. Include fencing or railing layout and details as needed.

Planting Plan

This task includes the preparation of a planting plan for the treatment area. The plan will be integrated with the overall remedy for the site. It will include:

- Plan view and cross-section view of planting layout
- Sketches of any unique or project specific treatments
- Detailed information on planting and seeding, including list of species, quantities, and approach for seed application and live plant installation
- Information on key construction methods and/or sequencing, as appropriate
- Mitigation measures to be implemented during construction to minimize impacts to adjacent environmental resources
- Other information required to achieve the desired restoration outcome

Construction Cost Estimate

Update the concept construction cost estimate to reflect the final design plans, including key design information developed during this task.

Specifications

Prepare the project technical specifications following Mile High Flood District (MHFD) standard specifications, including revisions to any standard specification and preparation of additional specifications for unique features of the project.

Basis of Design Memo

Prepare a Basis of Design memo to document the project goals established at the kickoff meeting, background information review, sediment sample gradations, site studies, and ecological assessment. The memo will need to describe the bank stabilization concepts considered, design elements and features of the selected option, and results of final design modeling and calculations.

Deliverables:

- 80% design plans
- Opinion of probable construction cost
- Specifications
- Basis of Design memo

Task 6: Permitting

Floodplain Development Permit

Prepare an FDP application for the Duran structure modification and bank stabilization project based on the hydraulic modeling completed in Tasks 2 through 5. Coordinate the requirements of the FDP application and submittal with the Weld County Floodplain Administrator.

Environmental Permitting

Present the results of the wetland delineation in letter format to the Corps as part of a Section 404 Nationwide Permit preconstruction notification (PCN). Prepare the PCN to include a detailed description, photographs, and maps of all waters of the US (including wetlands); a discussion of impacts to waters of the US, including acreage and fill volumes/types; a brief summary of potential impacts to TES; a completed PCN form; and the planting plan. As per a recent conversation with local US Army Corps of Engineers staff, this task assumes that there will be no adverse impacts to TES and that a Biological Assessment for compliance with the Endangered Species Act will not be required. However, assume that extra hours may be needed for coordination with the Corps, US Fish and Wildlife Service, and other federal agencies involved to confirm this.

Deliverables:

- Draft and Final Preconstruction Notification
- Floodplain development permit application, PE stamped Hydraulic Report and associated modeling files.

Task 7: Construction Oversight and Project Close-out

Once engineering design review and permitting tasks are complete, support the City with bid support, final wood structure design, construction oversight, and project close-out to meet the requirements of the FDP. This task assumes that the City will have the lead role in construction management and time will be limited to construction oversight. An engineer will need to attend construction meetings, complete 10 site visits at an estimated 4 hours each, and provide additional support from the office. Upon completion of construction, review as-built survey and provide close-out documentation for compliance with FDP requirements.

Deliverables:

- Construction observation documentation, as-built plan set, and model files to close-out the FDP.

Task 8: Project Management and Coordination

This task includes the project team coordination, communication with the City and stakeholders, and monthly invoicing. Over the duration of the project, collaborate and communicate with the City as the design progresses. Prepare and submit invoices monthly, as well as manage and process all subcontractor invoices.

Deliverables:

- Monthly invoices, including progress summaries

B. Period of Award

The completion date of providing the required product and services for the Duran section project shall be September 30, 2021. Additionally at the sole option of the City may extend the contract for up to an additional three (3) one year renewals options.

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

C. Minimum Mandatory Qualifications of Offeror

- Significant professional experience in floodplain modeling and permitting for construction projects
- Knowledge of the hydrologic, ecologic, political, and other issues that affect capital projects in the lower Poudre watershed (describe).
- Examples of projects where you worked proactively and collaboratively with another potentially competitor firm working in the same river stretch for an adjacent private property owner, which is critical to the success of both projects.
- Demonstrated experience in similar river resiliency projects.

SECTION III. ADMINISTRATIVE INFORMATION

A. Issuing Office:

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

B. Official Means of Communication:

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

C. Inquiries:

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

E-Mail: doug.clapp@greeleygov.com
Subject Line: RFP #FD21-04-111

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

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

D. Insurance: (Exhibit 4)

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

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

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

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

E. Modification or Withdrawal of Proposals:

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

F. Minor Informalities:

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

G. Responsibility Determination:

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

H. Acceptance of RFP Terms:

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

I. Protested Solicitations and Awards:

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

1. Stay of procurement during protests. In the event of a timely protest under Subsection (A) of this Section, the Purchasing Manager shall not proceed further with the solicitation or award of the contract until all administrative and judicial remedies have been exhausted or until the City Manager makes a written determination on the record that the award of a contract without delay is necessary to protect substantial interest of the City. (Ord. 75, 1984 §2 (part))

J. Confidential/Proprietary Information:

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

K. Acceptance of Proposal Content:

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

L. RFP Cancellation:

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

M. Negotiation of Award:

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

N. Contract: (Exhibit 2)

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

O. RFP Response/Material Ownership:

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

P. Incurring Costs:

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

Q. Utilization of Award by Other Agencies:

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

R. Non-Discrimination:

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

S. News Releases:

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

T. Certification of Independent Price Determination:

1. By submission of this proposal each offeror certifies, and in the case of a joint proposal each party, thereto certifies as to its own organization, that in connection with this procurement:
 - a) The prices in this proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
 - b) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening, directly or indirectly to any other offeror or to any competitor; and
 - c) No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
2. Each person signing the Request for Proposal form of this proposal certifies that:
 - a) He/she is the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to (1.a) through (1.c) above; or
 - b) He/she is not the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein but that he/she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (1.a) through (1.c) above, and as their agent does hereby so certify; and he/she has not

participated, and will not participate, in any action contrary to (1.a) through (1.c) above.

3. A proposal will not be considered for award where (1.a), (1.c), or (2.) above has been deleted or modified. Where (1.b) above has been deleted or modified, the proposal will not be considered for award unless the offeror furnishes with the proposal a signed statement which sets forth in detail the circumstances of the disclosure and the City's Purchasing Manager, or designee, determines that such disclosure was not made for the purpose of restricting competition.
4. The Contract Documents may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document. The Contract Documents, including all component parts set forth above, may be executed and delivered by electronic signature by any of the parties and all parties consent to the use of electronic signatures.

U. Taxes:

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

V. Assignment and Delegation:

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

W. Availability of Funds:

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

X. Standard of Conduct:

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

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

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

[JS3]

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.

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

Proposals shall be submitted in a single 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. The City only accepts proposals in hard copy format and does not accept proposals submitted via fax or email.

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

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 will 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 will 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 Criterion #1 - e.g., Company and Personnel Qualifications**
1. Describe your customer service philosophy.
 2. Provide information from at least three projects 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, the amount of time each is expected to spend on the project, and their field of expertise as it relates to a project like this
 4. Provide the names and resumes of the key personnel that will 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 will be working on the project.
 6. Provide a specific timeline or schedule for the work. (Spell out milestones if needed. Example: including development of preliminary design & cost estimates, meetings with City staff, completion of final design, cost estimates and bidding documents.) Show milestones and completion dates on the schedule.
 7. Describe the methods and timeline of communication your firm will 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 will 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.
3. Discuss your firm's approach to projects that have multiple values such as recreational infrastructure sustainability, river health and function, ecological impacts, and aesthetics and ease of use/safety for users.
4. Discuss your firm's philosophy, approach, and specific efforts moving toward a more resilient, functional, and dynamic river system in the Cache la Poudre, South Platte, or similar river systems.

Evaluation Criterion #3 - Experience with successful projects in the Poudre or S Platte watersheds

1. Describe two successful trail protection and restoration projects (or similar projects) within the Poudre river watershed, or similar system that your firm has managed. Discuss approach to armoring the riverbank, efforts to minimize impact to the river system, and how you balanced multiple values on the projects.

Evaluation Criterion #4 - Demonstrated commitment to (and experience with) broader river health/resiliency actions in local watersheds

1. Discuss your firm's experience to projects that have multiple values such as recreational infrastructure sustainability, river health and function, ecological impacts, and aesthetics and ease of use/safety for users.

Evaluation Criterion #5 - Experience with Weld County floodplain administrator

2. Discuss your firm's experience and relationship with Weld County floodplain administrator in permitting construction projects in the floodplain.

Evaluation Criterion #6 - e.g., Value/Cost of Efforts

1. Provide a cost for the consulting services and products broken down per task 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 will be considered valid throughout the project.

F. Proposal Acknowledgement: (Exhibit 1)

Include this form as provided in Exhibit 1.

SECTION VI. EVALUATION AND AWARD

A. Proposal Evaluation

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

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

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

1. Company and Personnel Qualifications 25 Points
2. Approach to Scope of Work 25 Points
3. Experience with successful projects in the Poudre or S Platte watersheds - 15 points
4. Demonstrated commitment to (and experience with) broader river health/resiliency actions in local watersheds - 15 points
5. Experience with Weld County floodplain administrator - 10 points
6. Value/Cost of Efforts – 10 Points

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

B. Determination of Responsibility of the Offeror

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

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

COOPERATIVE PURCHASING STATEMENT

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

**EXHIBIT 1
PROPOSAL ACKNOWLEDGEMENT**

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

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

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

Original Signature by Authorized Officer/Agent

Type or printed name of person signing

Company Name

Title

Phone Number

Vendor Mailing Address

Fax Number

City, State, Zip

Proposal Valid Until (at least for 90 days)

E-Mail Address

Website Address

Project Manager:

Name (Printed)

Phone Number

Vendor Mailing Address

Fax Number

City, State, Zip

Email Address

EXHIBIT 2
SAMPLE MASTER CONTRACT with WORK ORDERS

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 SERVICE PROVIDER SERVICE PROVIDER, whose address is **Vendor Address**.

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

ARTICLE 1 - SERVICES

The SERVICE PROVIDER'S responsibility under this Contract is to provide services as outlined in the attached solicitation documents.

- a) This Contract shall constitute the basic contract between the parties for _____. The conditions set forth herein shall apply to all services performed by the Service Provider on behalf of the City and particularly described in Work Orders agreed upon in writing by the parties from time to time. Such Work Orders, samples of which are attached hereto as Exhibit A, consisting of two (2) pages and incorporated herein by this reference, shall include a description of the services to be performed, the location and time for performance, the amount of payment, any materials to be supplied by the City and any other special circumstances relating to the performance of services. A general scope of services is attached hereto as Exhibit _____, consisting of () pages, and incorporated herein by this reference.

The only services authorized under this Contract are those which are performed after receipt of such Work Order, except in emergency circumstances where oral work requests may be issued. Oral requests for emergency actions will be confirmed by issuance of a written Work Order within two (2) working days. Irrespective of references that may be noted in Exhibit A to certain named third parties, Service Provider shall be solely responsible for performance of all duties hereunder.

- b) The City may at any time during the term of a particular Work Order and without invalidating such Work Order, make changes to the scope of the particular services. Such changes shall be agreed upon in writing by the parties by Change Order, a sample of which is attached hereto as Exhibit C, consisting of two (2) pages and incorporated herein by this reference.
- c) The City reserves the right to independently bid any services rather than issuing work to the Service Provider pursuant to this Contract. Nothing within this Contract shall obligate the City to have any particular service performed by the Service Provider.

- d) The services to be performed pursuant to this Contract shall be initiated as specified by each written Work Order or oral emergency service request. Oral emergency service requests will be acted upon without waiting for a written Work Order. Time is of the essence.

The services of the SERVICE PROVIDER 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

This Contract shall commence _____ and shall continue in full force and effect until _____, unless sooner terminated as herein provided. In addition, at the option of the City, the Contract may be extended for additional one year periods not to exceed four (4) additional one year periods. Renewals and pricing changes shall be negotiated by and agreed to by both parties. Written notice of renewal shall be provided to the Service Provider and mailed no later than thirty (30) days prior to contract end

ARTICLE 3 - PAYMENTS TO SERVICE PROVIDER

A. The CITY shall pay to the SERVICE PROVIDER for services satisfactorily performed, based on the actual amount of work to be performed and stated on the individual Work Orders. The City makes no guarantee as to the number of Work Orders that may be issued or the actual amount of services which will in fact be requested, and Work Orders will include all direct charges, indirect charges, and reimbursable expenses to be stated in the individual Work Order(s) documents. The SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDERS. 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 SERVICE PROVIDER 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 SERVICE PROVIDER. It may also be terminated by the CITY, with or without cause, immediately upon written notice to the SERVICE PROVIDER. Unless the SERVICE PROVIDER is in breach of this Contract, the SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER shall be paid for services actually rendered to the date of termination.

ARTICLE 6 - PERSONNEL

The SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER'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 SERVICE PROVIDER 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-SERVICE PROVIDER

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

If a sub-SERVICE PROVIDER fails to perform or make progress, as required by this Contract, and it is necessary to replace sub-SERVICE PROVIDER to complete the work in a timely fashion, the SERVICE PROVIDER shall promptly do so, subject to acceptance of the new sub-SERVICE PROVIDER 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 SERVICE PROVIDER. The SERVICE PROVIDER shall not be exempted from paying sales tax to their suppliers for materials used to fulfill contractual obligations with the CITY, nor is the SERVICE PROVIDER authorized to use the CITY'S tax exemption number in securing such materials.

The SERVICE PROVIDER 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 SERVICE PROVIDER for expenses incurred during the contract period.

ARTICLE 10 - INSURANCE

A. The SERVICE PROVIDER 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 SERVICE PROVIDER shall furnish Certificates of Insurance to the CITY prior to the commencement of operations. The Certificates shall clearly indicate that the SERVICE PROVIDER 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 SERVICE PROVIDER of its liability and obligations under this Contract.

C. The SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER or by anyone directly employed by or contracting with the SERVICE PROVIDER.

D. The SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER or by any directly or indirectly employed by the SERVICE PROVIDER.

E. The SERVICE PROVIDER 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 SERVICE PROVIDER shall specifically include the CITY as an "Additional Insured".

ARTICLE 11 - INDEMNIFICATION

The SERVICE PROVIDER 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 SERVICE PROVIDER, 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 SERVICE PROVIDER its agents, servants, subcontractors, suppliers or employees. If the SERVICE PROVIDER 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 SERVICE PROVIDER, or the SERVICE PROVIDER'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 SERVICE PROVIDER'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 SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER.

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 SERVICE PROVIDER and the CITY for any terms and conditions not specifically stated in this Contract.

ARTICLE 15 - CONFLICT OF INTEREST

The SERVICE PROVIDER 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 SERVICE PROVIDER further represents that no person having any interest shall be employed for said performance.

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

ARTICLE 16 - EXCUSABLE DELAYS

The SERVICE PROVIDER shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the SERVICE PROVIDER'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 SERVICE PROVIDER'S sub-SERVICE PROVIDER(s) to perform or make progress, and if such failure arises out of causes reasonably beyond the control of the SERVICE PROVIDER and its sub-SERVICE PROVIDER(s) and is without the fault or negligence of either of them, the SERVICE PROVIDER shall not be deemed to be in default.

Upon the SERVICE PROVIDER'S request, the CITY shall consider the facts and extent of any failure to perform the work and, if the SERVICE PROVIDER'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 SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER'S sole direction, supervision, and control. The SERVICE PROVIDER shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the SERVICE PROVIDER'S relationship and the relationship of its employees to the CITY shall be that of an independent SERVICE PROVIDER and not as employees or agents of the CITY.

The SERVICE PROVIDER 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 SERVICE PROVIDER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the SERVICE PROVIDER 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 SERVICE PROVIDER, 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 SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER of the CITY'S notification of a contemplated change, the SERVICE PROVIDER 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 SERVICE PROVIDER'S ability to meet the completion dates or schedules of this Contract.

If the CITY so instructs in writing, the SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER 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-SERVICE PROVIDER that knowingly employs or contracts with an illegal alien to perform work under this contract.
- C. SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER affirmatively acknowledges that if the SERVICE PROVIDER obtains actual knowledge that a sub-SERVICE PROVIDER performing work under the public contract for services knowingly employs or contracts with an illegal alien, the SERVICE PROVIDER shall be required to:
 - (i) notify the sub-SERVICE PROVIDER and the contracting state agency or political subdivision within three days that the SERVICE PROVIDER has actual knowledge that the sub- SERVICE PROVIDER is employing or contracting with an illegal alien; and
 - (ii) terminate the subcontract with the sub-SERVICE PROVIDER if within three days of receiving the notice required pursuant to sub-subparagraph (i) of this subparagraph the sub-SERVICE PROVIDER does not stop employing or contracting with the illegal alien; except that the SERVICE PROVIDER shall not terminate the contract with the sub- SERVICE PROVIDER if during such three days the sub-SERVICE PROVIDER provides information to establish that the sub-SERVICE PROVIDER has not knowingly employed or contracted with an illegal alien.
- F. The SERVICE PROVIDER shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment.

- G. The SERVICE PROVIDER shall, within twenty days after hiring an employee who is newly hired for employment to perform work under this contract, affirm that the SERVICE PROVIDER 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 SERVICE PROVIDER shall provide a written notarized copy of the affirmation to the CITY.
- H. If SERVICE PROVIDER 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, SERVICE PROVIDER shall be liable for actual and consequential damages to the CITY arising out of SERVICE PROVIDER'S violation of Subsection 8-17.5-102, C.R.S.
- I. By signing this Agreement, the SERVICE PROVIDER 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 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.

ARTICLE 32 - 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 SERVICE PROVIDER shall be mailed to:

Service Provider 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

Service Provider 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

Director of Finance-John Karner

**EXHIBIT A
WORK ORDER FORM**

PURSUANT TO A MASTER CONTRACT BETWEEN
THE CITY OF GREELEY
AND
SERVICE PROVIDER'S NAME

WORK ORDER NUMBER: PM's Tracking #

PROJECT TITLE: _____

ORIGINAL BID/RFP NUMBER & NAME: _____

MASTER CONTRACT EFFECTIVE DATE: Original Contract Date

OWNER'S REPRESENTATIVE: City PM

WORK ORDER COMMENCEMENT DATE: _____

WORK ORDER COMPLETION DATE: _____

MAXIMUM FEE: (time and reimbursable direct costs): _____

PROJECT DESCRIPTION/SCOPE OF SERVICES: _____

Service Provider agrees to perform the services identified above and on the attached forms in accordance with the terms and conditions contained herein and in the Master Contract between the parties. In the event of a conflict between or ambiguity in the terms of the Master Contract and this Work Order (including the attached forms) the Master Contract shall control.

The attached forms consisting of _____ (_____) pages are hereby accepted and incorporated herein, by this reference, and Notice to Proceed is hereby given after all parties have signed this document.

SERVICE PROVIDER: Service Provider's Name

By: _____ Date: _____

Name: _____ Title: _____

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

City of Greeley, Colorado

Service Provider Name

Approved as to Substance

City Manager-Roy Otto

Reviewed as to Legal Form

Office of the City Attorney

By: _____
City Attorney-Doug Marek

Certification of Contract
Funds Availability

Director of Finance-John Karner

By

Title

ACORDTM

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)	<input type="checkbox"/> Y / <input type="checkbox"/> N	N/A				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

Exhibit 4

**Poudre River Bank Stabilization
RFP #FD21-04-111**

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 _____