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**CITY OF GREELEY  
Purchasing**

**Request for Proposal  
RFP #FD20-06-109**

**Transportation Master Plan RFP**

**for**

**Public Works/ Traffic and Transportation Services**

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## REQUEST FOR PROPOSALS (RFP) RFP #FD20-06-109

Procurement Contact: Doug Clapp  
Email Address: [doug.clapp@greeleygov.com](mailto:doug.clapp@greeleygov.com)  
Telephone Number: 970-350-9792

**Proposals must be received no later than:**

August 3, 2020, before 2:00 p.m. local time

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

Due to the Coronavirus the City is only accepting proposals electronically via email.

Email your RFP Response to [purchasing@greeleygov.com](mailto:purchasing@greeleygov.com). Submit your RFP response to this email only – please do not email to multiple people. Only email's sent to [purchasing@greeleygov.com](mailto: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.

RFP Number: **FD20-06-109**

RFP Title: **Transportation Master Plan 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	June 30
Inquiry Deadline	July 17, 2020 by 4:00pm MST
Final Addendum Issued	July 22, 2020
Proposal Due Date and Time	August 3, 2020 before 2:00pm MST
Interviews (tentative)	Week of August 17,, 2020
Notice of Award (tentative)	August 24, 2020

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## **EXHIBITS**

<b>Exhibit</b>	<b>Title</b>
1	Proposal Acknowledgement
2	Sample Contract
3	Insurance
4	Debarment Form

## **SECTION I. BACKGROUND, OVERVIEW, AND GOALS**

### **A. Background**

Greeley is a diverse vibrant community of approximately 110,000 residents located in the north Front Range region of Colorado.

The City's storied past and bright future is evident in the strong mix of businesses, housing and industry. Greeley has room to grow and thrive within its Long Range Expected Growth Area, however this growth should be intentional and compatible with resident's values around agriculture, open space, and recreation opportunities.

Recent community surveys indicate residents' concern and interest in exploring ideas that address housing choice and affordability, traffic congestion, and compatible development. The City Council recently established a vision for 2040 that included a greater focus on all forms of transportation. Since the adoption of the last transportation plan, major projects have been completed, other new plans and policies have been adopted, and new trends within the community have developed, including:

- Population growth and demographic shifts.
- Emerging trends in community development patterns.
- Rising interest in alternative mobility options both locally and regionally.
- Increasing concerns about traffic congestion, particularly along the main arterials, and the limited options for widening/additional roadways due to right of way constraints.
- Concerns about traffic levels and speeding in neighborhoods.
- Desire for active transportation and recreation opportunities.

### **B. Overview**

This effort will build off past planning efforts and involves updates to the Transportation Plan, Bicycle and Pedestrian Plan and the Strategic Transit Plan. The combined planning efforts emphasize the critical links between all modes of transportation, including motorized vehicles, bicycles, pedestrians and an effective transit system.

### **C. Goals**

The overall goal is to develop a 20-year measurable blueprint for improving the City's transportation system and addressing key mobility needs to provide better travel choices for the residents and visitors. The plan must take into consideration how the City can make better/smarter decisions regarding transportation investments and the impacts of those investments on mobility improvements, land use, and place creation. The plan will provide a vision and guidance for City employees, developers, and residents on the future of transportation in Greeley and will address the following focus areas:

Growth and Community Buildout- Evaluation of the community's Long Range Growth Boundary (LREGA), consciously planning for the remaining developable land within the LREGA.

Regionalism- Greeley's role and collaboration in a fast-growing region, especially in relation to transportation and transit, US 34 congestion and expansion, jobs-housing variables, commuter trends, etc.

Livable Neighborhoods- Enhancing community livability, including improving health and safety, infrastructure upgrades, and neighborhood traffic safety,

Mobility- Developing a framework for community mobility through safe, accessible multi-modal options, while addressing congestion and creating a balanced transportation system.  
Transportation Equity- Encouraging transportation choices and access across modes and demographics in all transportation decisions.

Technology and Connectivity- Identifying and planning for emerging technologies or potential social changes, such as autonomous vehicles, smart grids, intelligent transportation technology, increasing automation, and envisioning how technology can enable better connectivity and interaction with local government and support various community priorities.

Public Engagement- Implementing an innovative and inclusive public outreach and engagement strategy will be crucial. The City's Public Information Office will be key partners in all public engagement efforts.

Partnerships- Cultivating new and existing partnerships, locally and regionally, for better communication, efficiencies, and support.

Strategic Implementation- Development of implementation criteria across all areas of the City's multi-modal transportation system -- including short-term, mid-term and long-term needs with phasing and funding – while addressing gaps and eliminating overlaps.

## **SECTION II. STATEMENT OF WORK**

### **A. Scope of Services**

The draft scope of work outlined below provides guidance to consultant teams by outlining the major elements the City has identified for this effort. The City encourages innovative and thoughtful proposals that demonstrate an understanding of the tasks outlined as well as other potential creative and forward-thinking ideas and tasks that may be beneficial to incorporate during the work plan finalization task. The City foresees the need for a range of deliverables but with an emphasis on highly visual materials that can be easily understood and accessed by a wide range of audiences.

The City expects a high level of innovative, public engagement throughout the entire project. For each task below, a preliminary plan for outreach be jointly detailed during the work plan finalization and drafting of the public engagement plan.

The City's expectations for the new Multi-modal Transportation Master Plan can be summarized as follows:

Goal-based- The plan will be organized around the transportation goals and needs developed in partnership with the City of Greeley's stakeholders, staff, and policy-makers. It shall include public participation with public meetings and the use of web-based media to gather input, disseminate information, and incorporate key concepts into the plan.

Action-oriented- An implementation component will be included to ensure that the plan is viable and feasible to incorporate into the City's overall transportation goals and strategies. The plan must include policies for ongoing decision-making as well as specific, achievable actions and strategies for both immediate and long term solutions.

User-friendly- The plan's format will be visually engaging and include understandable language to encourage the use by a broad audience (City Council, City leaders and staff, residents, businesses, and developers). The plan will utilize a combination of maps, illustrations, infographics, tables, and succinct writing to convey its message and actionable items. The plan should, much like Greeley Evans Transit's recent 5-10 Year Strategic Plan, provide a document that is usable and succinct.

Adoption of plan- The City anticipates the information gathering and plan development to take between 8-11 months, with the plan to be completed and adopted by 2021.

## **1. Task 1: Project Kickoff and Work Plan Finalization**

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To kick off the project, the selected team shall meet with the City to develop a final work plan and budget based on this RFP and the winning proposal. At a minimum, the following elements shall be included:

- Refined scope of work with detailed tasks and objectives.
- Detailed schedule identifying key milestones and deliverables.
- Public engagement plan, which includes a defined strategy to coordinate with other efforts that are underway in the City and how to engage typically hard-to-reach groups.
- Staffing plan which identifies consultant and City staff roles.
- Review membership and role of advisory and stakeholder group(s).
- Grant tracking and documentation plan.
- City of Evans coordination plan showing how the consultant plans to communicate and coordinate with the City of Evans during the concurrent planning processes.

Estimated Schedule: 1 month from selection (including signed contracts)

Task 1 Deliverables: Final Contract; Work Plan, Budget, Schedule; Coordination Plan; Public Involvement Plan; Fulfillment of all CDOT grant tracking requirements

## **2. Task 2: Existing Conditions**

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This task will provide a comprehensive understanding of community wide conditions and ongoing or emerging trends in Greeley in 2020. Several efforts will help develop this understanding, including:

- Review and analysis of existing socio-economic, land use, transportation and environmental conditions and data
- Transportation System data collection (i.e. traffic data, transit ridership, etc.)
- Review of existing plans and policies

The product of these analyses will provide the basis for the rest of the planning effort by creating a snapshot of Greeley in 2020. Performance management and data is a key component of the plan. The Consultant will work with Greeley staff to inventory the data available that will be used to establish a performance management framework, evaluate the state of the system, and feed into technical evaluation tools. A data management structure should be established that is based on tracking the state of the system, real time data updating, integration of a prioritization process, implementation of projects and strategies, and then applied through a performance management reporting effort.

The data and analysis conducted during this task will be a joint effort between City staff and consultants, with the City providing large portions of data and analysis (to be fully determined during Task 1: Work Plan Finalization) to consultants for graphics, scenario modeling, or other final work products. A preliminary list of data that may be available or applicable to this task is included below, with an indication of primary responsibility for collection or analysis:

Demographics [City to provide data, consultant to conduct analysis]	<ul style="list-style-type: none"> <li>• Household size</li> <li>• Number of vehicles per household</li> <li>• Mode share</li> <li>• Household Income</li> <li>• Race, Age, Gender, geographic distribution</li> </ul>
Land Use	<ul style="list-style-type: none"> <li>• Land use patterns, trends, distribution since 2015 [City]</li> <li>• Percent of undeveloped land, overall and by zoning [City]</li> <li>• Development &amp; redevelopment activity &amp; patterns since 2015 [City]</li> <li>• Community facilities (parks, natural areas, recreation centers, etc.) [City]</li> <li>• Changes to land-use [City]</li> </ul>
Transportation System	<ul style="list-style-type: none"> <li>• Intersection Level of Service and Capacity Utilization [City]</li> <li>• Crash analysis [City]</li> <li>• Travel Time Index on arterials [Consultant]</li> <li>• Traffic counts- pedestrians, bikes, vehicles [Consultant]</li> <li>• Capital and operational expenditure analysis [City/Consultant]</li> <li>• Daily trip inflow/outflow analysis [Consultant]</li> <li>• Transit Ridership [City]</li> </ul>
Economy	<ul style="list-style-type: none"> <li>• Housing Mix [City]</li> <li>• Development activities/locations [City]</li> <li>• Job/Housing Balance [City]</li> </ul>
Infrastructure	<ul style="list-style-type: none"> <li>• Existing bike facilities [City]</li> <li>• Existing trails [City]</li> <li>• Level of bike network stress [Consultant]</li> <li>• Existing roadway network [City]</li> <li>• Existing transit facilities [City]</li> <li>• Existing Pavement Quality Index ratings [City]</li> <li>• Existing sidewalks [City]</li> <li>• Current Transit service (headways, riders per revenue hour, high ridership routes/stops) [City]</li> </ul>
Environment	<ul style="list-style-type: none"> <li>• Significant natural features [City]</li> <li>• Floodplain [City]</li> <li>• Areas of Ecological Significance (Wetlands) [City]</li> <li>• Agricultural uses [City]</li> </ul>

## 2.1 Policy and Plan Review

The Strategic Transit Plan (2015) looked at transit from a strategic perspective, including identification of funding mechanisms, practical phasing options for service improvements, and financial solutions. The plan included primary goals along with objectives and performance metrics that were graphically illustrated.

The Bicycle Master Plan (2015) was the City's first ever citywide bike network implementation plan, expanding the City's desire for a well-balanced transportation system. The plan included an analysis of the existing system, future growth to identify bicycle infrastructure improvements, and provided strategies for prioritizing and implementing projects to increase safety and ridership.

The 2035 Transportation Plan (2011) included information relating to bicycle, transit and pedestrian planning; however, this information was limited. The plan developed a list of roadway projects with cost estimates to accommodate future traffic projections.

Links to the current versions of each of the three plans are:

- 2035 Transportation Plan (2011): <https://greeleygov.com/docs/default-source/Public-Works/Transportation/greeley-2035-comprehensive-transportation-plan.pdf>
- Strategic Transit Plan (2015): <https://imaginegreeley.com/wp-content/uploads/2017/01/GET-Draft-Report-for-Public-Review-112316.pdf>
- Bicycle Master Plan (2015): <http://greeleygov.com/docs/default-source/Public-Works/Transportation/bike-master-plan/bicycle-master-plan.pdf>

Other relevant City planning documents:

- Imagine Greeley (2018): [http://greeleygov.com/docs/default-source/community-development/long-range-planning/imagine-greeley/imagine\\_greeley\\_comprehensive\\_plan\\_adopted\\_02-06-2018.pdf](http://greeleygov.com/docs/default-source/community-development/long-range-planning/imagine-greeley/imagine_greeley_comprehensive_plan_adopted_02-06-2018.pdf)
- Parks, Trails and Open Lands (PTOL) Master Plan (2016): <https://playgreeley.com/wp-content/uploads/2016/08/final-ptol-master-plan.pdf>

The North Front Range Metropolitan Planning Organization has two key documents that need to be included in this process:

- 2045 Regional Transportation Plan (2019): <https://nfrmpo.org/wp-content/uploads/2045-rtp-final.pdf>
- 2045 Regional Transit Element (2019): <https://nfrmpo.org/wp-content/uploads/2045-regional-transit-element.pdf>

Other Regional Plans/Communities:

- Town of Windsor Transportation Master Plan (2020)- <https://www.windsorgov.com/DocumentCenter/View/23142/Windsor-Draft-Transportation-Master-Plan>
- City of Loveland Transportation Plan (2020)-
- City of Evans Transportation Plan- this effort will be occurring alongside City of Greeley's transportation plan that will need close coordination.
- Town of Garden City
- Weld County Transportation Planning Documents
  - Freedom Parkway Access Control Plan
  - Comprehensive Transportation Plan
- CDOT Planning Documents (10<sup>th</sup> St ACP, US 34 PEL, US 85 PEL)

A review of Greeley's existing plans and policies will help highlight policy direction for the community and identifying potential conflicting policy guidance. This effort is intended to provide a historical context of how well plans have been implemented, and what opportunities remain.

## 2.2 Technical Criteria Analysis

The City would like the consultant to analyze the technical criteria that impact the implementation of the goals and objectives of the plan. These elements include:

- Street cross-sections for urban, suburban contexts
- Existing standards/guidelines
  - Design Criteria and Construction Specifications (2015)
  - Arterial irrigation standards
  - Access management



- Intersection level of service standards (LOS)
- Functional classification standards
- Adequate public facilities
- Recommendations for additional guidelines or revisions
  - Context sensitive streetscape guidelines that include light, street furniture, plantings
  - Travel demand management
  - Land use principals
  - Intelligent Transportation System Recommendations

### 2.3 Existing Travel Model

Review NFRMPO existing base network (2015) for consistency with City's street network. Update base network and provide to NFRMPO. Re-run existing network travel model with updates and compare to current traffic counts to verify calibration. Make revisions necessary to confirm calibration.

Estimated Schedule: 2 months

Task 2 Deliverables: Greeley 2020 Graphics & Analysis Findings or Report; Plans and Policies Report; Street Standard Analysis Report and Recommendations; Calibrated existing network travel model.

## 3. Task 3: Future Growth and Trends

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To help develop the vision, goals and objectives for the plan, the consultant will provide a comprehensive look at future conditions that can be reasonably anticipated. This task is closely related to Task 2 and is intended to understand projected conditions and needs for the future of Greeley over the next 25 years, assuming current trajectory of conditions and policies.

As in Task 2, the City envisions the product of this analysis to inform the rest of the planning effort. The results of this task will also serve as the baseline scenario in Task 7. A preliminary set of projections to be included:

Population	<ul style="list-style-type: none"> <li>● Population forecast</li> <li>● Demographic projections (race, age, geographic)</li> <li>● Transit-specific market growth (students, low-income, zero-vehicle households, seniors, multi-family residents, etc.)</li> <li>● Health indicators (such as obesity rates, nutrition, mortality, access to care)</li> </ul>
Land Use	<ul style="list-style-type: none"> <li>● Growth of City / LREGA (sq. miles), based on future annexations</li> <li>● Buildout within LREGA</li> <li>● Future land use patterns</li> <li>● Future community facilities (parks, natural areas, recreation centers, etc.)</li> </ul>
Transportation	<ul style="list-style-type: none"> <li>● Automobile traffic, based on future land use and traffic model</li> <li>● Projected transit ridership</li> <li>● Projected mode share for bicycling and walking</li> </ul>
Economy	<ul style="list-style-type: none"> <li>● Incomes, distribution</li> <li>● Employment based on future land use</li> <li>● Economic development opportunities/impacts</li> </ul>

Infrastructure	<ul style="list-style-type: none"> <li>• Needed streets to support growth</li> <li>• Needed transit network, service and infrastructure to support growth</li> </ul>
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Estimated Schedule: 2 months

Task 3 Deliverables: A report with graphics that clearly tell the story of Greeley in 2045 based on current plans and patterns, which should be available on-line and hard copy. Develop or utilize existing interactive visualization and graphic tools that can be used by the public to compare current trend outcomes in this task with other scenarios.

#### **4. Task 4: Vision, Goals, Metrics and Objectives**

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Based on the results and guidance from previous work and public outreach, this task will revisit the existing goals and objectives from the previous plans then adjust as appropriate. This task should also consider and incorporate policies and supporting strategies from Imagine Greeley, as appropriate. Based on the information and understanding from Tasks 2 and 3, an initial set of goals, objective, and “vision” statements should be developed.

These initial statements must be presented to the stakeholders for input, comment, and to help further refine and create a final set. The level and type of outreach will be determined as part of the public engagement plan, but should be robust and creative and include a broad cross-section of the community, boards and commissions, City Council, and other stakeholder groups.

This task also includes consideration of bicycle, pedestrian and transit-specific statements, which will define the desired level of service and related policies. An outcome of this task will be updated service standards.

Estimated Schedule: 2 months

Task 4 Deliverables: Draft goals, objectives, metrics and vision statements for each outcome area. The goals and objectives should be in a user friendly format that is easy to reference (i.e. Goal 1, Objective 1.1, 1.2 etc.)

#### **5. Task 5: Public and Stakeholder Engagement**

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##### **5.1 Public Engagement**

The consultant will develop a public engagement plan that will detail all proposed methods of public engagement. A Covid-19 specific engagement plan will also be produced that details virtual engagement strategies. Engagement methods can included but are not limited to:

- Community Open Houses-In person or virtual
- Community Workshops- In person or virtual
- Focus Groups/ Steering Committee- In person or virtual
- Community Survey- In person or online
- Community Input Map & Virtual Reality Exercise- In person or virtual
- Pop-up events- In person
- Council Work sessions- In person or virtual

Other innovative methods proposed by the consultant will be considered.

## 5.2 Stakeholder Engagement/Coordination

The planning process will be managed by the Public Works Department but will involve significant input from a number of internal and external stakeholders. The selected consultant team will confer/meet with the project members on a regular basis to review progress, present deliverables and findings, and solicit direction.

### 5.2.1 Internal Stakeholders:

City of Greeley

- Community Development and Planning
- Public Works Engineering
- Public Works Traffic
- Stormwater, Water/Wastewater
- Culture, Parks and Recreation
- Police and Fire Services
- City Manager's Office
- Public Information Office
- Boards and Commissions
- City Council
- Economic Health and Housing

### 5.2.2 External Stakeholders:

- North Front Range Metropolitan Planning Organization (NFRMPO)
- Weld County
  - Engineering Department or Division
  - Planning Department
  - Health Department
- Downtown Development Authority
- Regional Partners / Municipalities / Transit Agencies
  - Town of Windsor
  - City of Evans
  - Town of Garden City
  - COLT
  - Transfort
- Colorado Department of Transportation (CDOT)
- D6 Public School District

Estimated Schedule: Ongoing

Task 5 Deliverables: Public engagement plan; Meeting materials; Public engagement summary and key findings.

## 6. Task 6: Scenario Development

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To understand how to achieve the statements drafted in Task 6, the City envisions developing a set of scenarios to help test potential policy/service outcomes and to understand implications.

Each scenario will include the following types of information, analysis, and implications:

- Land use projections and trends such as greenfield, infill, redevelopment
- Commuting, jobs-housing balance
- Transportation / traffic / implications (utilizing the NFRMPO travel demand model, or similar suggested tools)

- Alignment of level of transit service, type of service, and network with land use and street network and design
- Transit marketing and priority route implementation (downtown circulator, BRT)
- Transit ridership modeling, Title VI analysis.
- Origin-destination patterns, regional implications
- Future growth, population (housing), employment
- Mode shifts
- Health equity/outcomes
- Environmental and economic costs

The baseline (which reflects the future if current policy direction continues moving forward) developed in Task 3 is one of the proposed alternatives and will be used as a comparison point for others. The scenarios will consider various land use trends, investment paradigms, and mode options to evaluate the effects on VMT in the long range. The City envisions testing three scenarios:

- Baseline
- Capacity and connectivity
- Promoting all modes

Budgetary considerations will be included with each scenario that detail, the current budget, essential unmet needs, a strategic investment program, and a visionary investment program. Based on public input, technical analysis, stakeholder review and direction from boards, commissions and City Council, a final preferred alternative will be selected. This will likely be a compilation of various elements of each alternative. It is important to clearly articulate what this alternative entails.

#### 6.1 Travel Model

Using the NFRMPO's 2045 Travel Model as the basis, including the anticipated network, the model will be reviewed to make sure the base level is consistent. In addition, network alternatives will be determined (maximum of 5) in order to evaluate options. The results of these runs will be summarized and reviewed with City staff. From those alternatives, a preliminary recommended network shall be presented to the stakeholders as described above.

Estimated Schedule: 2 months

**Task 6 Deliverables:** Scenario visualization via maps and other creative tools to understand the structure. Creative tools for the community to evaluate the tradeoffs among competing service allocations and capital investment decisions; Comparative analysis report of the alternatives to compare and contrast scenario outcomes and to describe the interrelationships between land use, transportation and transit components, and ultimately recommended alternatives.

## 7. Task 7: Draft Plan Development

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An important part of the plan will be the identification, evaluation, and prioritization of strategies to implement the preferred statements and alternatives. The plan will include an implementation plan and a process for tracking the performance.

For each outcome area, the City envisions a set of potential action items for the near term (0-5 years) mid-term (5-10 years) and long range actions (10-20 years). The goals and objectives will be included in the plan and will address all modes. Other components unique to each mode can include the following:

Motorized Vehicles	Transit	Bicycles and Pedestrians
Existing Conditions Vision, Goals, Objectives Scenario Discussion Master Street Plan <ul style="list-style-type: none"> <li>• Street classifications</li> <li>• Major Intersections/Future Intersection Improvements</li> <li>• Future Streets</li> <li>• Future Street Improvements</li> <li>• Street cross sections</li> </ul> Mode elements (bike, ped, transit, micromobility) Policy Statements Action Items Implementation and Metrics 5-10 Year Project List <ul style="list-style-type: none"> <li>• Project prioritization <ul style="list-style-type: none"> <li>○ Ranking</li> </ul> </li> <li>• Funding Strategies <ul style="list-style-type: none"> <li>○ Fees</li> <li>○ Taxes</li> <li>○ Districts</li> <li>○ Grants</li> </ul> </li> </ul>	Existing Conditions Vision, Goals, Objectives Scenario Discussion Transit Market Assessment/Transit Dependent Index (TDI) Transit Map <ul style="list-style-type: none"> <li>• Proposed Service Improvements</li> </ul> Transit Priority Areas Policy Statements Implementation and Metrics <ul style="list-style-type: none"> <li>• Marketing options</li> <li>• Bus stop improvement plan</li> </ul> Funding Options 5-10 Year Project List <ul style="list-style-type: none"> <li>• Project prioritization <ul style="list-style-type: none"> <li>○ Ranking</li> </ul> </li> <li>• Funding Strategies <ul style="list-style-type: none"> <li>○ Fees</li> <li>○ Taxes</li> <li>○ Districts</li> <li>○ Grants</li> </ul> </li> </ul>	Existing Conditions Scenario Discussion Policy Statements Pedestrian Focus Areas ADA Accessible Design Recommendations ADA Transition Areas Bicycle Focus Areas Bicycle Map <ul style="list-style-type: none"> <li>• Proposed Bicycle Improvements</li> </ul> Pedestrian Map <ul style="list-style-type: none"> <li>• Proposed Pedestrian Improvements</li> </ul> Funding Options 5-10 Year Project List <ul style="list-style-type: none"> <li>• Project prioritization <ul style="list-style-type: none"> <li>○ Ranking</li> </ul> </li> <li>• Funding Strategies <ul style="list-style-type: none"> <li>○ Fees</li> <li>○ Taxes</li> <li>○ Districts</li> <li>○ Grants</li> </ul> </li> </ul>

### 7.1 Travel Model- 2045 and Buildout

The travel model will be finalized based on the preferred transportation alternative with runs for the 2045 planning horizon and community buildout.

Estimated Schedule: 2 months

Task 7 Deliverables: Draft Final Transportation Plan; Draft street cross section graphics; Project Maps: Master Street Plan, Bike Map, Pedestrian Map, Transit Map; 5-10 Year Action Plan- Policies and Practices; List of projects for all modes with prioritization based on ranking elements; Example corridor visions with supporting graphics.

## 8. Task 8: Final Plan Preparation

The final format and presentation of the plan documents should be a PDF-compatible document for use to host online and to print physical copies. The City is also interested in discussing with the selected consultants to determine the possibility of incorporating sections or elements of the plan documents digitally to create a more accessible, web-based living document. Alternative ideas and examples for plan presentation and distribution are encouraged.

Estimated Schedule: 2 months

Task 8 Deliverables: Final multimodal transportation plan with all appendices and supporting documents.

## **9. Task 9: Plan Adoption**

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This task includes the plan adoption phase, allowing time and effort to present to the public and all the various boards and commissions leading up to adoption by City Council.  
Adoption must occur before September 30, 2021

## **10. Preliminary Schedule**

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August , 2020	Consultant Selection
September 2020	Task 1: Project Kickoff and Work Plan Finalization
September 2020 - October 2020	Task 2: Existing Conditions , Policy and Plan Review, Technical Criteria Review
November- December 2020	Task 3: Future Greeley
December 2020- January 2021	Task 4: Draft Vision, Goals and Objectives
Ongoing	Task 5: Public and Stakeholder Engagement
February 2021	City Council Work Session – Greeley 2020, Future Greeley, Draft Vision, Goals, and Objectives Review
February - April 2021	Task 6: Scenario Development and Testing
May 2021	City Council Study Session – Alternatives presentation
May- June 2021	Task 7: Draft Plan(s) Development
June- August 2021	Task 8: Final Plans
September 2021	Task 9: City Council Regular Meeting Adoption

### **B. Period of Award**

The completion date of providing the required product and services shall be September 30<sup>th</sup>, 2021.

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.

## **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](http://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](mailto:doug.clapp@greeleygov.com)

Subject Line: RFP #FD20-06-109

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.

**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. 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.

**U. 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.

**V. 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.

**W. Standard of Conduct:**

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

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

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

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

**X. 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.

**Y. Other Statutes:**

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

## **SECTION IV. PROPOSAL SUBMISSION**

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

**Offerors shall submit electronically:**

Instructions for electronic submittal.

Email your RFP Response to [purchasing@greeleygov.com](mailto:purchasing@greeleygov.com). Submit your RFP response to this email only – please do not email to multiple people. Only email's sent to [purchasing@greeleygov.com](mailto: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.

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**
  - Evaluation Criteria #1 – Project Team and Workload Capacity**
    - 1. Describe your customer service philosophy.
    - 2. Provide information from the last three accounts of similar scope. Include, at a minimum, the following information: 1) company name, 2) contact name, 3) phone number, 4) fax number, 5) email address, 6) brief description of project scope and value, 7) status of project. The City reserves the right to contact the references provided in your proposal as well as other references without prior notification to you.

3. List the number of people that you can commit to working on this project and the amount of time each is expected to spend on the project.
4. Provide the names and resumes of the key personnel that 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. 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.
7. Availability and commitment of key team members and resources to perform the work in the time frame required.
8. Other contractual obligations and ability to meet multiple obligations.
9. Support staff and production capabilities.

**Evaluation Criterion #2 – Project Approach**

1. Quality control, specifically how design issues would be monitored and resolved, documents checked and cross-referenced and bid documents ensured to be complete, accurate, and coordinated with subcontractors.
2. Understanding of the unique elements of the project.
3. Understanding of issues, risks, concerns, multiple elements, and variety of interests.
4. Approach to analyzing and solving the key issues.
5. Ideas for cost effective solutions.
6. Innovative but feasible ideas.

**Evaluation Criterion #3 - Overall Understanding and Completeness**

1. Understanding and completeness of approach to perform the desired services; clarity and professionalism of the proposal; adherence to RFP's proposal conditions and elements.

**Evaluation Criterion #4 – Relevant Project Experience**

1. Similar projects successfully completed
2. References

**Evaluation Criteria #5- Project Schedule**

1. Provide a specific timeline or schedule for the work. (Spell out mile marks if needed. Show milestones and completion dates on the schedule.
2. Show that the project can be fully completed before or by the project deadline of September 30, 2021.

- 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. Project Team and Workload Capacity 20 Points
2. Project Approach 25 Points
3. Relevant Project Experience 25 Points
4. Overall Understanding and Completeness 20 Points
5. Project Schedule- 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 CONTRACT**  
**CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES**  
**BID TITLE AND NUMBER**

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

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

**ARTICLE 1 - SERVICES**

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

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

**ARTICLE 2 - SCHEDULE**

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

**ARTICLE 3 - PAYMENTS TO CONSULTANT**

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

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

**ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE**



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

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

#### ARTICLE 5 - TERMINATION

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

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

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

#### ARTICLE 6 - PERSONNEL

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

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

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

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

#### ARTICLE 7 – SUB-CONSULTANT

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

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

#### ARTICLE 8 - FEDERAL AND STATE TAX

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

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

#### ARTICLE 9 - AVAILABILITY OF FUNDS

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

#### ARTICLE 10 - INSURANCE

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

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

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

D. The CONSULTANT shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the amounts of \$1,000,000 combined single limit bodily injury and \$50,000 property damage to protect the CONSULTANT from claims for damages for bodily injury, including wrongful death, as well as from claims for property damage, which may arise from the ownership, use, or

maintenance of owned and non-owned automobiles, including rented automobiles whether such operations by the CONSULTANT or by any directly or indirectly employed by the CONSULTANT.

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

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

#### ARTICLE 11 - INDEMNIFICATION

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

#### ARTICLE 12 - SUCCESSORS AND ASSIGNS

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

#### ARTICLE 13 - REMEDIES

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

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

#### ARTICLE 14 - COLORADO LAW

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

#### ARTICLE 15 - CONFLICT OF INTEREST

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

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

#### ARTICLE 16 - EXCUSABLE DELAYS

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the CONSULTANT'S control and without its fault or negligence. Such causes may include, but are not limited to: acts of God; the CITY'S omission 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 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 CONSULTANT shall be mailed to:

Vendor Information  
Ph:  
Fax:  
Email:



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

City of Greeley, Colorado

Vendor Name

Approved as to Substance

\_\_\_\_\_  
City Manager-Roy Otto

\_\_\_\_\_  
By

\_\_\_\_\_  
Reviewed as to Legal Form

\_\_\_\_\_  
Title

OFFICE OF THE CITY ATTORNEY

By: \_\_\_\_\_

City Attorney-Doug Marek

Certification of Contract

Funds Availability

\_\_\_\_\_  
Interim Director of Finance-Robert Miller

## **CONTRACT ADDENDUM**

### **COVID-19 RISK MITIGATION**

#### **1) Implementation of Basic Infection Prevention Measures:**

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

1) Contractors are required to insure that their employees and all of their subcontractor's employees conduct daily self-assessments for potential presence of COVID-19 upon their arrival at the worksite. The assessment must be carried out regardless of whether the employee believes he/she has been exposed to COVID-19.

2) Employees must ask themselves the following questions:

- Do I have a runny nose, sneezing, cough, sore throat, diarrhea, nausea or vomiting (not related to other health conditions such as known allergies or chronic illness)?
- Am I having trouble breathing in a manner that is out of the ordinary for me?
- Do I have a sore throat?
- Have I experienced an exposure or have I been in close contact with anyone experiencing the symptoms described above or who is suspected to have/diagnosed with COVID-19?

3) Contractors must insure that their employees and all of their subcontractor's employees have their temperature taken prior to or upon their arrival at the worksite.

- Taking temperatures is not done instead of the other health and hygiene requirements that have been set forth by the local, state and national authorities. Temperature taking is done in addition to those requirements.

4) Any symptoms identified by the Daily Self-Assessment or a confirmed temperature of 100.4° F or higher must result in the affected employee being sent home. The Contractor must follow federal, state, and local guidance to determine when the employee can return to the worksite.

- The Contractor shall immediately notify the Project Manager about any employees that are sent home due to temperature or COVID-19 symptoms.

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

1) Reduce size of work crews: Teams should reduce the number of people in each work crew to the minimum number of people possible to perform the task safely, even if the reduction of crew size means the job takes longer.

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

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

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

- 5) Office work should be done remotely, whenever possible: Office functions associated with a project (e.g. accounting or records) should be done from home to the maximum extent practicable.
- 6) In-person meetings should be avoided: Office meetings and consultations should take place virtually, with participants working from home or their work truck, whenever possible. If an in-person meeting is absolutely necessary, that must be limited to fewer than ten people, and participants must maintain 6 foot distance at all times during the meetings. All surfaces should be wiped down before and after the meeting, and hand washing should also occur before and after the meeting.
- 7) Workers must not congregate during breaks: Construction workers should not congregate for lunch or other breaks.
- 8) Activity specific work plans: Contractors should consider all job activities and review how they can be accomplished using necessary social distancing and sanitation protocols.
- c. General Recommendations for Routine Cleaning and Disinfection on the Jobsite:
  - 1) Contractors and subcontractors should use disposable wipes to wipe down used communal items like tools, equipment and job-boxes.
  - 2) Make wipes and disinfectant available in common areas and “shared” equipment to allow workers to clean equipment before and after use.
  - 3) Before using Aerosol Disinfectants on Fall Protection Harnesses, Connectors or Rigging, consult the manufacturer recommendations for cleaning since these can deteriorate the fibers of the material.
  - 4) Practice routine cleaning of frequently touched surfaces (for example: tables, workstations, doorknobs, handles, etc.) with household cleaners and EPA-registered disinfectants that are appropriate for the surface, following label instructions. Labels contain instructions for safe and effective use of the cleaning product, including precautions you should take when applying the product, such as wearing gloves and making sure you have good ventilation during use of the product.
- d. General Recommendations on How to Clean and Disinfect Surfaces:
  - 1) Wear disposable gloves when cleaning and disinfecting surfaces. Gloves should be discarded after each cleaning. If reusable gloves are used, those gloves should be dedicated for cleaning and disinfection of surfaces for COVID-19 and should not be used for other purposes. Consult the manufacturer’s instructions for cleaning and disinfection products used. Clean hands immediately after gloves are removed.
  - 2) If surfaces are dirty, they should be cleaned using a detergent or soap and water prior to disinfection.
  - 3) For disinfection, diluted household bleach solutions, alcohol solutions with at least 70% alcohol, and most common EPA-registered household disinfectants should be effective.
  - 4) Diluted household bleach solutions can be used if appropriate for the surface. Follow manufacturer’s instructions for application and proper ventilation. Check to ensure the product is not past its expiration date. Never mix household bleach with ammonia or any other cleanser. Unexpired household bleach will be effective against coronaviruses when properly diluted. Prepare a bleach solution by mixing:
    - 5 tablespoons (1/3rd cup) bleach per gallon of water or
    - 4 teaspoons bleach per quart of water
- 5) A list of CDC-approved disinfectants against viruses (including COVID-19 virus), see: <https://www.epa.gov/pesticide-registration/list-n-disinfectants-use-against-sars-cov-2> Follow the manufacturer’s instructions for all cleaning and disinfection products (e.g., concentration, application method and contact time, etc.).
- 6) For soft (porous) surfaces such as carpeted floor and rugs, remove visible contamination, if present, and clean with appropriate cleaners indicated for use on these surfaces.
- e. Detailed Recommendations for Cleaning and Disinfecting on the Jobsite:
  - 1) Sanitation Units (Portable Toilets)
    - Evaluate and provide additional restrooms (with hand sanitizer) as needed.
    - Frequently or as needed, clean the surfaces that are dirty. They should be cleaned using a detergent or soap and water prior to disinfection.

- Use an Aerosol Disinfectant or diluted household bleach solutions (mentioned in the section above) to disinfect the commonly used items on the unit (handles, locks, toilet seat, etc.).
  - With the promotion of frequent handwashing, it is more likely that the handwashing stations will need frequently or as needed refill of the water tank, soap/hand sanitizer dispensers and paper towel dispenser. It is recommended to add a morning and afternoon inspection of the units to guarantee they are serviceable.
- 2) Project Site Offices, Conference Rooms, Break Areas and Other Common Areas:
- Frequently or as needed, clean the surfaces that are dirty. They should be cleaned using a detergent or soap and water prior to disinfection.
  - Wipe down tables and chairs with household cleaners or disinfectant wipes that are appropriate for the surface, following label instructions.
  - Floor should be swept and disinfected with a diluted household bleach solution.
  - As there is no designated lunch break area on for field personnel, it is recommended that lunch breaks be taken in personal vehicles or segregated around the site. Please do not congregate in tool trailers or connex boxes. This will help maintain social distancing of 6 feet.
- 3) Jobsite Entrances, Gates and Doors:
- Routine cleaning of the pull handles, locks and/or panic devices on doors by wiping them down with household cleaners or disinfectant wipes that are appropriate for the surface, following label instructions.
- 4) Operators of Light and Heavy Equipment (Forklifts, Scissor Lifts, Excavators, Loaders, Scrapers, etc.)
- Prior to and after use, wipe down controls, seats, handrails or other frequently touched surfaces with household cleaners or disinfectant wipes that are appropriate for the surface, following label instructions.
- 5) Hand Hygiene and other Preventive Measures:
- Employees should clean hands often, including immediately after removing gloves and after contact with any other person, by washing hands with soap and water for at least 20 seconds. If soap and water are not available and hands are not visibly dirty, an alcohol-based hand sanitizer that contains at least 60% alcohol may be used. However, if hands are visibly dirty, always wash hands with soap and water.
  - Employees should follow normal preventive actions while at work and home, including recommended hand hygiene and avoiding touching eyes, nose, or mouth with unwashed hands.

## **2. Update Safety Procedures**

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

## **3. City of Greeley Project Sites Controls:**

### **a. Site Isolation:**

- 1) All Contractors and Subcontractor shall minimize or eliminate activities within City of Greeley facilities that require operations by City Staff. If City Staff and Contractor are required to be located in the same facilities, the Contractor shall coordinate with the Project Manager to minimize contact and reduce exposure.
- 2) All Contractors and Subcontractors shall eliminate face to face meetings to minimize possible of exposure. All questions, concerns, and construction related questions shall be address through phone communications.

3) Contractors shall notify the Project Manager prior to entering City facilities and provide information on work to be done and areas they will be in. Contractors shall not enter any administrative or occupied facilities without prior approval from the Project Manager.

4) If any employee of a Contractor or Subcontractor enter the site while sick, they will be immediately asked to leave. Contractors will not be compensated for this lost time.

b. Personal Protective Equipment (PPE):

1) All Contractors and Subcontractors shall wear non-medical face coverings while working on City of Greeley job sites.

2) Contractors shall require the use of additional PPE as recommended by federal, state and local authorities.

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

a. To remain ahead of identified concerns, Contractors must reach out to their subcontractors and suppliers to ascertain potential sources of delay to ensure they give the proper notices to their owners.

b. Contractors must promptly notify the Project Manager of potential delays.

c. If a Contractor determines that a project or project phase must be shut down due to the COVID-19 pandemic, the Contractor shall immediately contact the Project Manager and submit a change order request.

1) Contractors must insure that the project site is left in a safe condition. Contractor shall insure periodic inspection of the project site.

2) Traffic control devices must continue to be inspected and maintained, so it is a best practice to minimize their need and use when a project is temporarily inactive.

d. Contractor will insure compliance with all CDC and OSHA requirements.

e. Contractor agrees that this addendum may be supplemented as additional guidance is received from federal, state and local authorities.

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/14/2013

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

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

<b>PRODUCER</b> <b>ABC Insurance Company</b> <b>P. O. Box 1234</b> <b>Anywhere, USA</b>	<b>CONTACT NAME:</b> <b>PHONE</b> (A/C, No, Ext): <span style="float: right;"><b>FAX</b> (A/C, No):</span> <b>E-MAIL</b> <b>ADDRESS:</b> <b>PRODUCER</b> <b>CUSTOMER ID #:</b>														
<b>INSURED</b> <div style="text-align: center; font-size: 1.2em;">Sample Certificate</div>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td><b>INSURER A : Financial Rating of A</b></td> <td></td> </tr> <tr> <td><b>INSURER B :</b></td> <td></td> </tr> <tr> <td><b>INSURER C :</b></td> <td></td> </tr> <tr> <td><b>INSURER D :</b></td> <td></td> </tr> <tr> <td><b>INSURER E :</b></td> <td></td> </tr> <tr> <td><b>INSURER F :</b></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A : Financial Rating of A</b>		<b>INSURER B :</b>		<b>INSURER C :</b>		<b>INSURER D :</b>		<b>INSURER E :</b>		<b>INSURER F :</b>	
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**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														
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	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N/A				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td><input checked="" type="checkbox"/> WC STATUTORY LIMITS</td> <td><input type="checkbox"/> OTHER</td> <td></td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td></td> <td style="text-align: right;"><b>\$100,000</b></td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td></td> <td style="text-align: right;"><b>\$100,000</b></td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td></td> <td style="text-align: right;"><b>\$500,000</b></td> </tr> </table>	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	<input type="checkbox"/> OTHER		E.L. EACH ACCIDENT		<b>\$100,000</b>	E.L. DISEASE - EA EMPLOYEE		<b>\$100,000</b>	E.L. DISEASE - POLICY LIMIT		<b>\$500,000</b>		
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E.L. DISEASE - POLICY LIMIT		<b>\$500,000</b>																			

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

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

**CERTIFICATE HOLDER****CANCELLATION**

<b>City of Greeley</b> <b>1000 10th St</b> <b>Greeley, CO 80631-3808</b>	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <hr/> <p>AUTHORIZED REPRESENTATIVE</p>
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## EXHIBIT 4

### Debarment/Suspension Certification Statement

The proposer certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal, State, County, Municipal or any other department or agency thereof. The proposer certifies that it will provide immediate written notice to the City if at any time the proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstance.

DUNS # (Optional) \_\_\_\_\_

Name of Organization \_\_\_\_\_

Address \_\_\_\_\_

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

Title \_\_\_\_\_

Date \_\_\_\_\_