# **Final Addendum**



	Project Information		
Project Name:	Bellvue 2MG Clearwell		
RFP Number:	F24-12-105		
Date:	January 9, 2025		
Project Manager:	Cadee Oakleaf		
	Addendum Questions		
Question #1	Can you please provide as-built drawings of the existing underground 2 MG storage tank, pipes, valves, and connections to your distribution system?		
Answer	Drawings of the existing clearwell are not available at this time. See Attachment 1 for site piping drawings and Attachment 2 for baffle wall drawings.		
Question #2	Would you like us to include permitting services in addition to preliminary engineering design? Section II, portion A indicates that you request proposals for permitting and preliminary engineering design, but parts 1-3 of portion A indicate only engineering design, not permitting. If you desire permitting services, can you please identify the services you request?		
Answer	At this time, the City is aware of the potential for CDPHE and floodplain permitting.		
Question #3	Do you have a strong preference for a mirror of the first 2 MG tank or another option?		
Answer	The City is looking for the best overall value and will work with the selected consultant during the initial design phase to select the tank type.		
Question #4	If you already have geotechnical test results, can you provide them? Will the new tank project need geotechnical measurements?		
Answer	As stated in Section II.A.2.a, geotechnical support is expected for design support for manufacturer tank design. If you need geotechnical support to complete cast-in-place design, that should be included in your proposal. No geotechnical data is available in this location of the site.		
Question #5	Do you need a survey for this work? If you already have a recent survey, are you able to share it?		
Answer	There is not current survey work. Design for Treatment Building 1, including AutoCAD files, may be shared with the selected consultant, as needed.		
Question #6	Can you provide photos of the new baffles added to the clearwell?		
Answer	See attachment 3.		
Question #7	Can you share water quality tests or preliminary information from your corrosivity study?		
Answer	Water quality test results will be shared with selected consultant on an as-needed basis for design.		

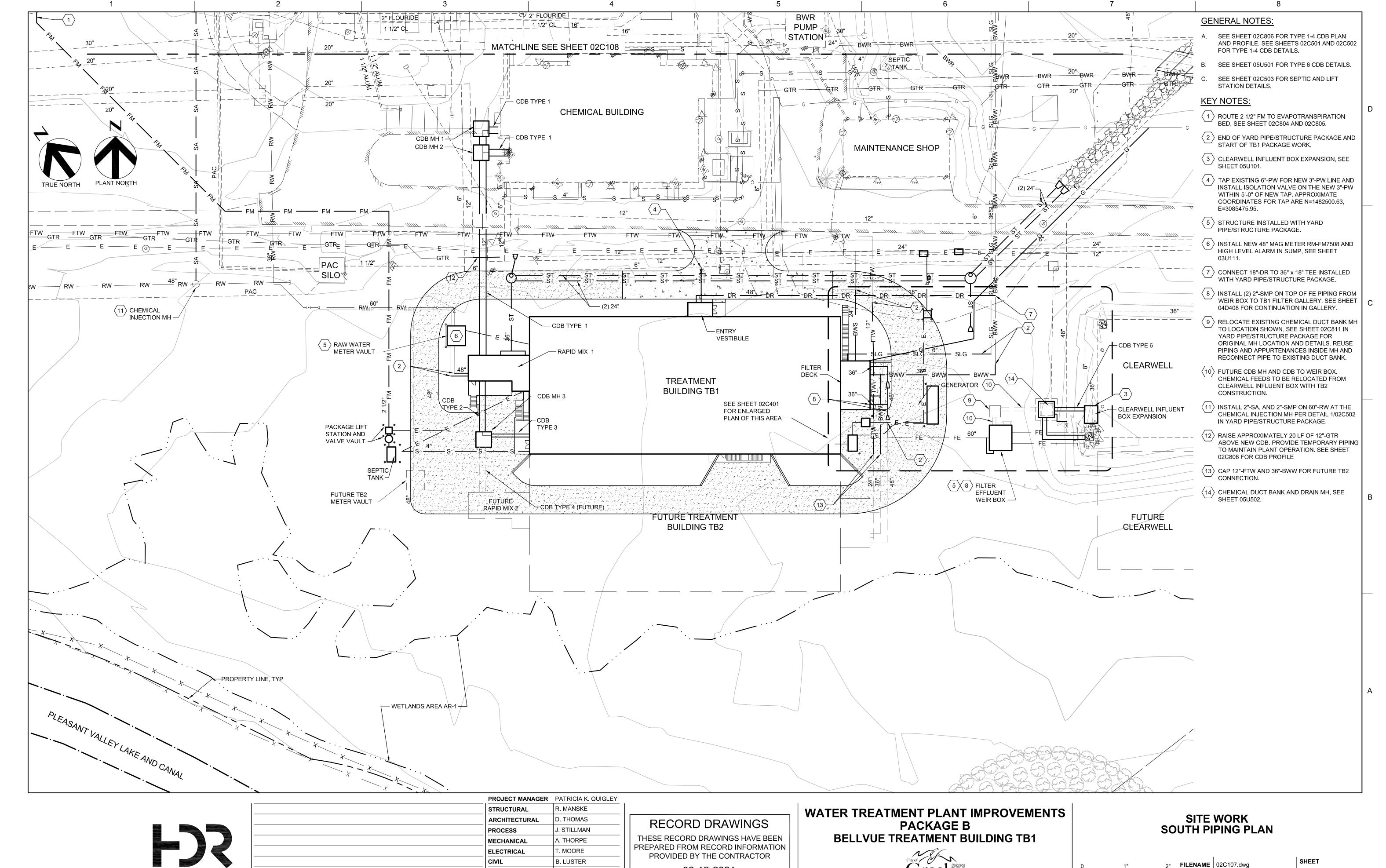
Question #8	Is the soda ash addition in raw (used for pre-coagulation) of sufficient capacity, or does it need upgrading with the addition of the new tank?		
Answer	The chemical systems shall be new systems.		
Question #9	Do the requested forms (Proposal Acknowledgement, Certificate of Insurance, and Debarment Form) count towards the 20-page limit?		
Answer	No		
Question #10	Can the City provide as-built drawings for the plant, including TB1 and the existing 2MG Clearwell, as an addendum to the RFP?		
Answer	Drawings of the existing clearwell are not available at this time. See Attachment 1 for site piping drawings and Attachment 2 for baffle wall drawings. TB 1 drawings, including AutoCAD, will be provided on an as-needed basis to the selected consultant.		
Question #11	Does the City have an adequate geotechnical report for the currently planned site of the new Clearwell, or should proposers include geotechnical services in their proposals?		
Answer	As stated in Section II.A.2.a, geotechnical support is expected for design support for manufacturer tank design. If you need geotechnical support to complete cast-in-place design, that should be included in your proposal. No geotechnical data is available in this location of the site.		
Question #12	Does the City have adequate survey and utility information for the site, or should proposers include those services in their proposals?		
Answer	There is not current survey work.		
Question #13	Can the City provide alkalinity and pH [mg/L] data for the last three years?		
Answer	Water quality information will be shared with selected consultant on an as-needed basis for design.		
Question #14	Can the City provide monthly flow data for both Boyd and Bellvue plants for the last three years?		
Answer	The City will provide flow data to the selected consultant on an as-needed basis for design.		
Question #15	Could you please share the sign-in list from the pre-proposal meeting?		
Answer	See addendum #1		
Question #16	Is the Consultant to submit a cost proposal for both options (tank manufacturer design support or cast-in-place tank design) for the design phase? If yes, as separate cost proposals?		
Answer	Submit a cost for the preliminary evaluation. Submit a cost for both the tank manufacturer design support and the cast-in-place as alternatives. Based on the preliminary evaluation, the design alternative will be approved at the cost submitted with this proposal.		
Question #17	Is the Consultant to submit a cost proposal for all the "additional tasks to be added at the City's discretion" (chemical storage and injection, ESDC - varies based on the design option selected, and additional proposed tasks) to be included in the scope and cost estimate for the proposal?		
Answer	Submit a cost for the chemical storage and injection design. Award of the ESDCs will be at the discretion of the City after design completion. The scope of work and cost for the ESDCs shall be determined at that time.		

Question #18	Will the City recommend a preferred schedule or timeline for the project?		
Answer	The City will not recommend a preferred schedule.		
Question #19	Will the project require any environmental permitting (e.g. floodplains, wetlands, etc.)?		
Answer	At this time, the City is aware of the potential for CDPHE and floodplain permitting.		
Question #20	A sample contract is referenced as Exhibit 2 but is not included in Exhibit 2. Can you please provide a sample contract?		
Answer	Yes. Please see Attachment #4 - City of Greeley Professional Services Contract.		
Question #21	Can you provide the inspection report (if available) and photos from the last inspection of the existing tank when the baffle walls were installed approximately 6 years ago?		
Answer	Inspection report is not available. See attachment #3 for photos.		
Question #22	Can you provide the plans for the TB-1 including hydraulics?		
Answer	TB 1 drawings, including AutoCAD, will be provided on an as-needed basis to the selected consultant.		
Question #23	Can you provide the as-builts for the existing tank including original structural drawings and recent upgrades such as the perforated wall and baffles?		
Answer	Drawings of the existing clearwell are not available at this time. See Attachment 1 for site piping drawings and Attachment 2 for baffle wall drawings. TB 1 drawings, including AutoCAD, will be provided on an as-needed basis to the selected consultant.		
Question #24	Can you provide the as-builts on the 60-inch terminating at the plant?		
Answer	As-builts on the 60-inch transmission pipe will be provided on an as-needed basis to the selected consultant.		
Question #25	Are resumes required to be in size 11 font?		
Answer	No, 11 point font is only required for the Proposal and Appendices.		
Question #26	Is there an expected flowrate for a CO2 injection system?		
Answer	No		
Question #27	Can the record drawings for the existing tank, piping, etc. be provided?		
Answer	Drawings of the existing clearwell are not available at this time. See Attachment 1 for site piping drawings and Attachment 2 for baffle wall drawings. TB 1 drawings, including AutoCAD, will be provided on an as-needed basis to the selected consultant.		
Question #28	Can any geotechnical reports be provided?		
Answer	No geotechnical data is available in this location of the site.		
Question #29	Can any photos/reports that were taken when the baffles were installed be shared?		

Answer	Inspection report is not available. See attachment #3 for photos.	
Question #30 Should we include survey in our proposals or is there existing survey of the site that may be us		
Answer	There is not current survey work. If you need survey to complete design and permitting tasks, it should be included in your proposal.	

# **ATTACHMENT 1**

**BELLVUE SITE PIPING DRAWINGS** 



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02/12/2021

ISSUED FOR PROJECT RECORD

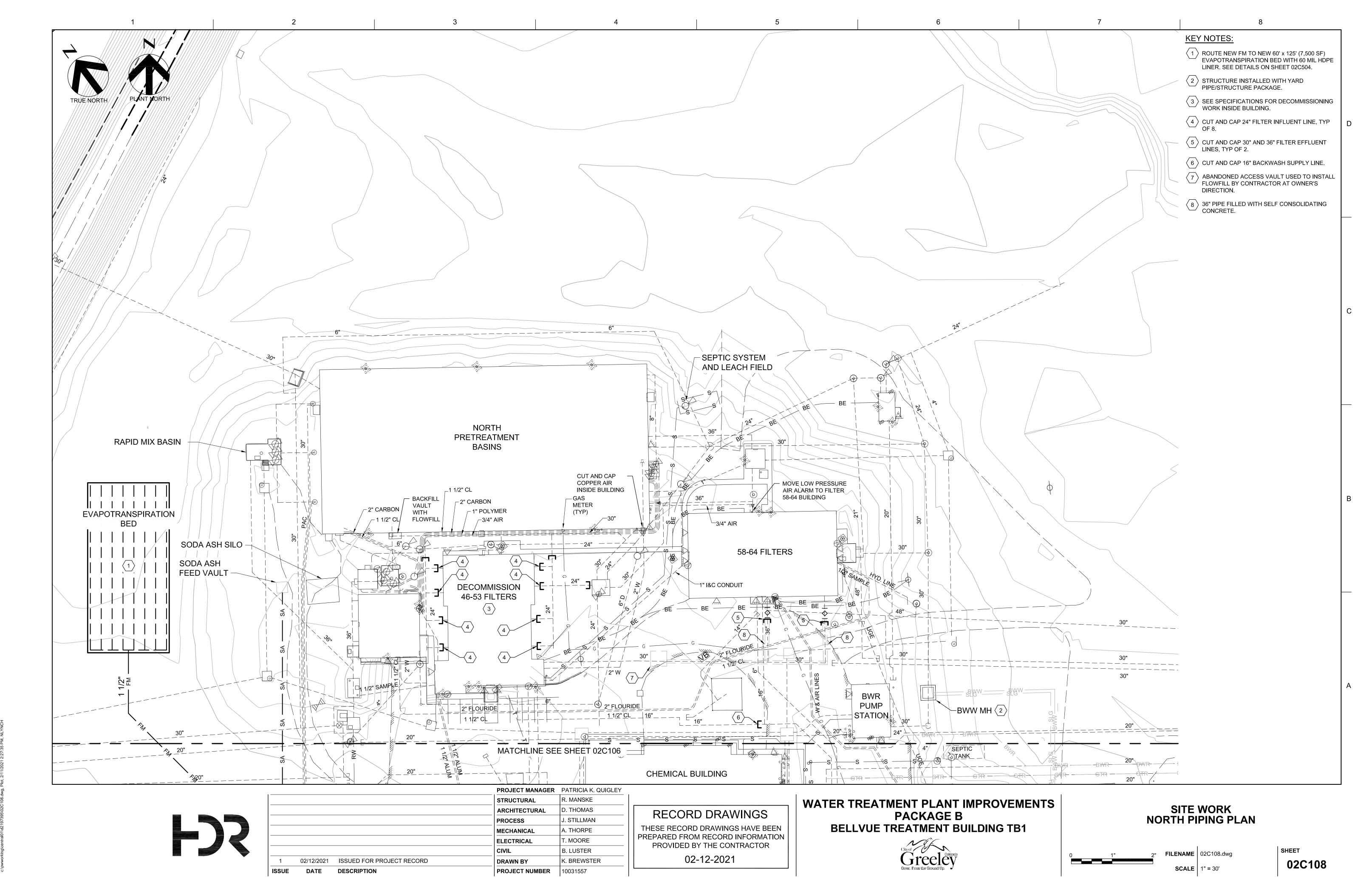
**DESCRIPTION** 

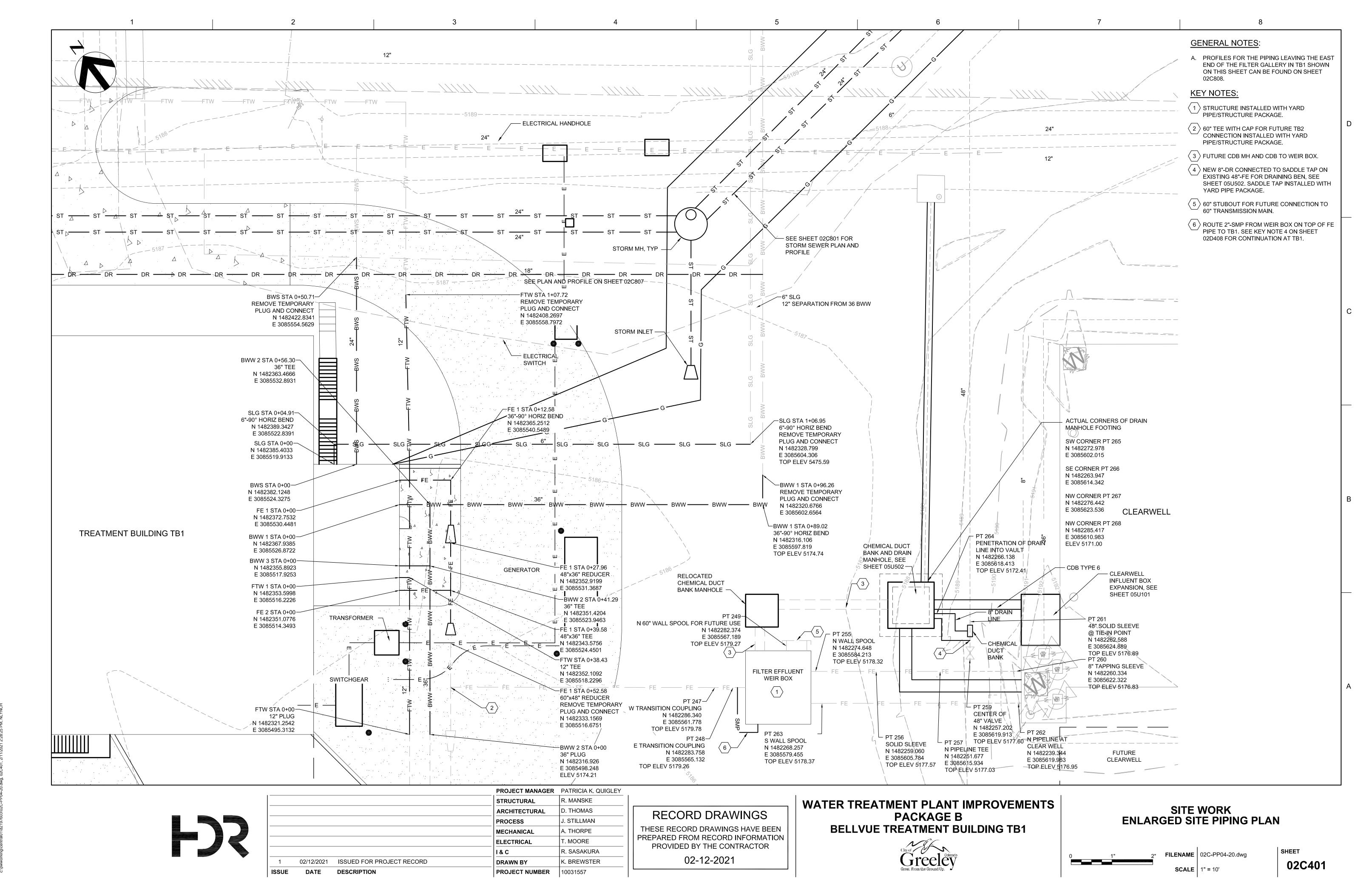
**DRAWN BY** 

PROJECT NUMBER

. BREWSTER

2" **FILENAME** 02C107.dwg **SCALE** 1" = 30'

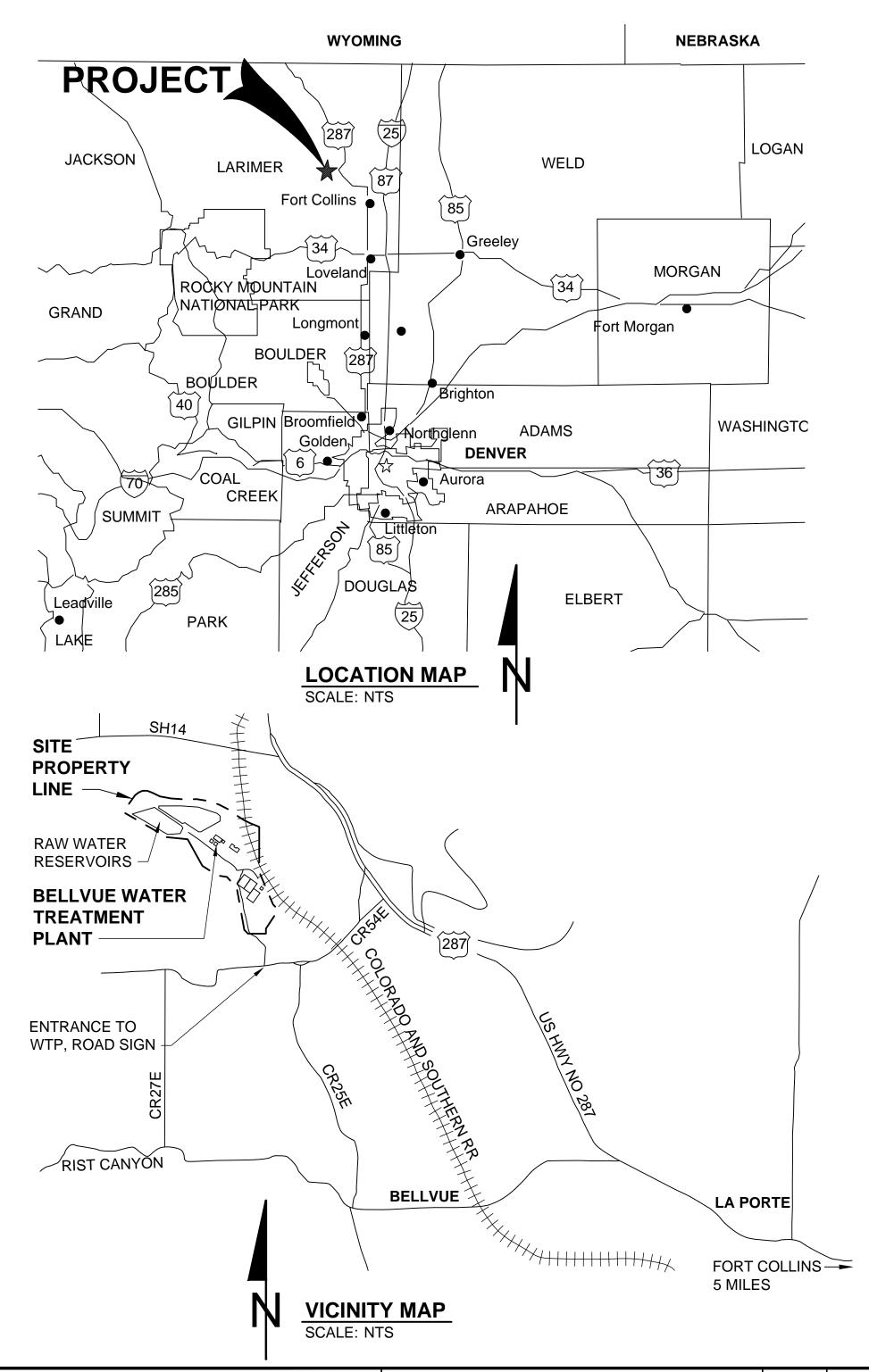




# **ATTACHMENT 2**

BELLVUE EXISTING CLEARWELL BAFFLE WALL DRAWINGS

# BELLVUE WATER TREATMENT PLANT CLEARWELL BAFFLE WALL ADDITION



PREPARED FOR



GREELEY PROJECT NO. FL17-05-044

PREPARED BY

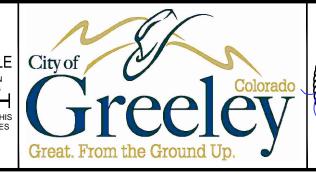


PROVIDENCE PROJECT NO. 171018.01

FINAL FOR CDPHE REVIEW JULY 3, 2018

PROVIDENCE INFRASTRUCTURE CONSULTANTS
4901 EAST DRY CREEK ROAD, SUITE 210
CENTENNIAL, CO 80122
TEL: (303)997-5035
www.providenceic.com

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7/3/2018	FINAL FOR CDPHE REVIEW	L. LINDEEN	IF NOT ONE INCH C SHEET, ADJUST SO ACCORDINGL
REVISION	DESCRIPTION OF ISSUE / REVISION	REVISED BY	





BELLVUE WATER TREATMENT
PLANT CLEARWELL
BAFFLE WALL ADDITION

COVER SHEET & VICINITY MAP

PROJECT:	171018.01
DRAWN BY:	M. PITTMAN
DESIGNED BY:	C. MAHONEY
APPROVED BY:	L. LINDEEN
SHEET: 1	OF <b>7</b>

DRAWING: G-1

	DRAWING LIST			
SHEET	DRAWING	DESCRIPTION		
1	G-1	COVER SHEET & VICINITY MAP		
2	G-2	DRAWING LIST, LEGEND, & ABBREVIATIONS		
3	C-1	OVERALL SITE PLAN		
4	S-1	STRUCTURAL NOTES & STANDARD DETAILS		
5	S-2	CLEARWELL FLOOR PLAN		
6	S-3	CLEARWELL ROOF PLAN		
7	S-4	FRP BAFFLE WALL DETAILS		

#### **NOTES:**

- 1. ALL AREAS OUTSIDE THE CONSTRUCTION LIMITS SHOWN ON THE DRAWINGS SHALL BE PROTECTED FROM DAMAGE BY THE CONTRACTOR. ANY DISTURBANCE OF VEGETATION OR NATIVE GROUND OUTSIDE THE CONSTRUCTION LIMITS SHOWN ON THE DRAWINGS SHALL BE RECLAIMED BY THE CONTRACTOR AT NO ADDITIONAL EXPENSE TO THE OWNER.
- 2. ALL SURFACE FEATURES SUCH AS, HEAVY EQUIPMENT, AND ANY OTHER EQUIPMENT SHALL BE REMOVED FROM THE SITE PRIOR TO SEEDING.
- 3. FINAL STABILIZATION IS REACHED WHEN ALL GROUND SURFACE DISTURBING ACTIVITIES AT THE SITE HAVE BEEN COMPLETED, AND UNIFORM VEGETATIVE COVER HAS BEEN ESTABLISHED ON ALL REMAINING PERVIOUS SOIL SURFACES WITH AN INDIVIDUAL PLANT DENSITY OF AT LEAST 70 PERCENT OF PRE-DISTURBANCE LEVELS AND EQUIVALENT PERMANENT, PHYSICAL EROSION REDUCTION METHODS (BUILDINGS, ASPHALT, CONCRETE, ETC.) HAVE BEEN EMPLOYED. THIS DOES NOT MEAN THAT 70 PERCENT OF TOTAL SURFACE AREA OF THE SITE HAS BEEN CONVERTED TO IMPERVIOUS SURFACES.
- 4. TOPSOIL IN EXCESS OF CONSTRUCTION REQUIREMENTS OR NOT SUITABLE FOR REUSE IN RECLAMATION OF DISTURBED AREAS AS DETERMINED BY THE ENGINEER, SHALL BE DISPOSED OF OFFSITE BY THE CONTRACTOR. IT WILL BE THE FULL RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE AND NEGOTIATE DISPOSAL ARRANGEMENTS INCLUDING EXACT LOCATIONS, ACCESS, DISPOSAL VOLUMES, STOCKPILE HEIGHTS, GRADING, RESTORATION, SEEDING, SEDIMENT CONTROL, AND PAYMENT.
- 5. BPMS SHALL BE INSTALLED AND REMOVED PER LARIMER COUNTY REGULATIONS.
- 6. AT NO POINT DURING CONSTRUCTION SHALL ANY HEAVY EQUIPMENT BE USED IN CLOSE PROXIMITY TO THE CLEARWELL THAT WOULD COMPROMISE THE STRUCTURAL INTEGRITY OF THE CLEARWELL.

#### **ABBREVIATIONS:**

ASTM AMERICAN SOCIETY OF TESTING MATERIALS
BPMS BEST PRACTICE MANAGEMENT SYSTEM

CONC CONCRETE
CR COUNTY ROAD

E EAST EXP EXPANSION

FRP FIBERGLASSS REINFORCED PLASTIC

HWY HIGHWAY

R LOCAL COUNTY ROAD
C LOCATIONS

MAX MAXIMUM
MFR MANUFACTURER

SF NATIONAL SANITATION FOUNDATION

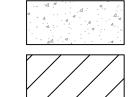
NTS NOT TO SCALE
OPNG OPENING
REQ'D REQUIRED
RR RAILROAD
SQ SQUARE
SS STAINLESS STEEL
TYP TYPICAL

WTP WATER TREATMENT PLANT

& AND
' FOOT/FEET
" INCH

© CENTERLINE

### **LEGEND:**



EXISTING CONCRETE

PARKING AND STAGING AREA

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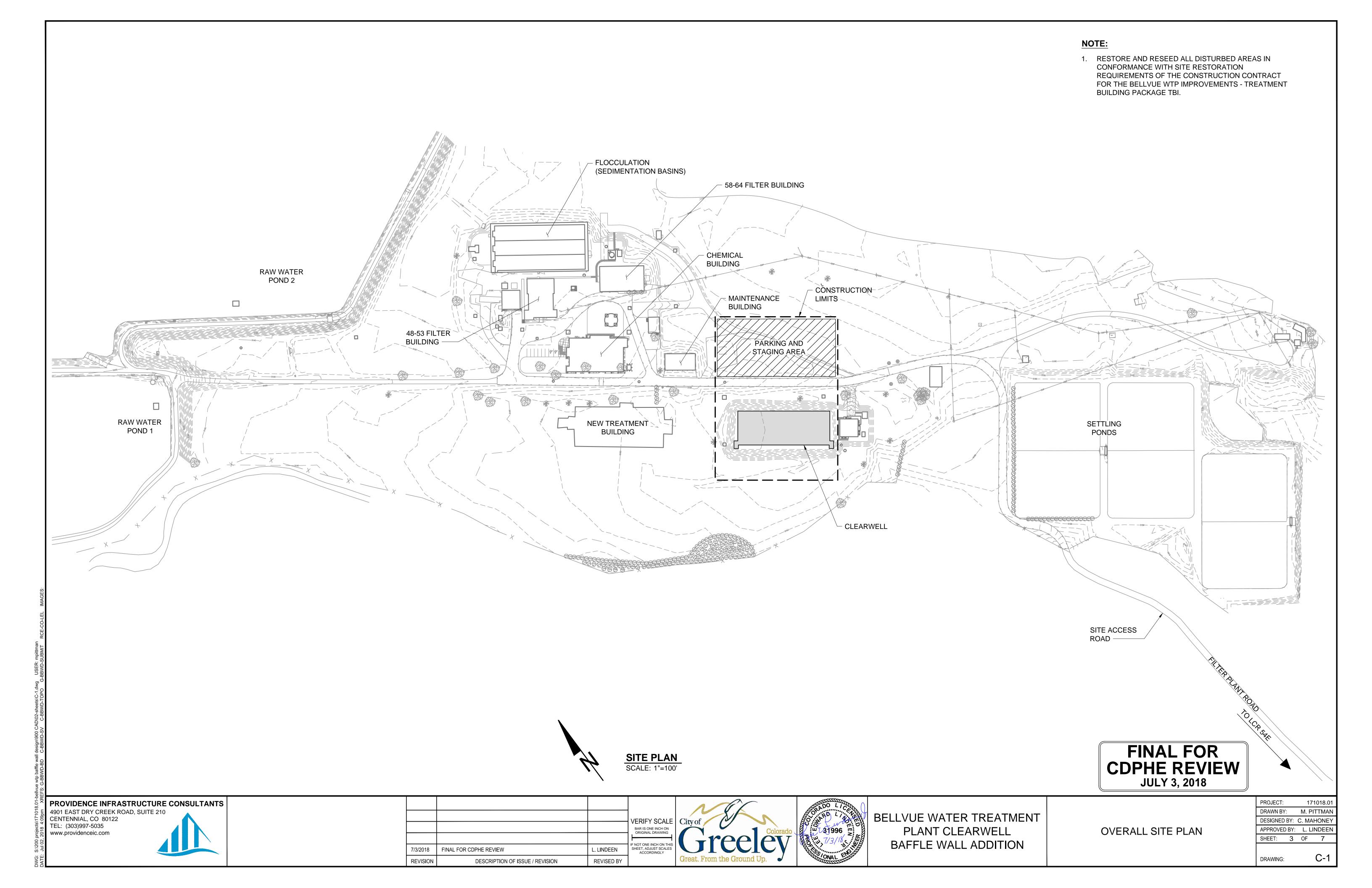


BELLVUE WATER TREATMENT
PLANT CLEARWELL
BAFFLE WALL ADDITION

DRAWING LIST, LEGEND, & ABBREVIATIONS

PROJECT:	171018.01
DRAWN BY:	M. PITTMAN
DESIGNED BY:	C. MAHONEY
APPROVED BY	: L. LINDEEN
SHEET: 2	OF <b>7</b>

DRAWING: G-2



#### **GENERAL NOTES:**

- 1. STANDARD DETAILS SHALL BE USED AT ALL APPLICABLE LOCATIONS, UNLESS OTHERWISE NOTED ON THE DRAWINGS.
- 2. PLANS ON THESE DRAWINGS ARE TREATED AS HORIZONTAL SECTIONS (I.E. "PLANS AT ELEVATION 100.00" SHOW ITEMS BELOW 100.00).
- 3. DRAWINGS SHALL NOT BE SCALED FOR DIMENSIONS.
- 4. DESIGN IS BASED ON MOST ACCURATE INFORMATION AVAILABLE AT THE TIME OF DESIGN AS SUPPLIED BY THE OWNER.
- 5. TO THE EXTENT POSSIBLE THE CONTRACTOR TO VERIFY ALL EXISTING CONDITIONS, DIMENSIONS, AND ELEVATIONS PRIOR TO THE START OF DEMOLITION, FABRICATION, AND CONSTRUCTION. NOTIFY THE ENGINEER OF ANY DISCREPANCIES OR CONFLICTS FOUND IN THE CONTRACT DOCUMENTS AND/OR FIELD CONDITIONS.
- 6. SHOP DRAWINGS SHALL BE FURNISHED FOR REVIEW BEFORE ANY FABRICATION AND ERECTION IS STARTED. POORLY EXECUTED SHOP DRAWINGS SHALL BE REJECTED AND RESUBMITTED.

#### STAINLESS STEEL NOTES:

- 1. MATERIALS SHALL CONFORM TO THE STANDARDS LISTED:
  - STAINLESS STEEL EXPANSION ANCHORS
  - STAINLESS STEEL BOLTS
     STAINLESS STEEL NUTS
     STAINLESS STEEL WASHERS
     STAINLESS STEEL WASHERS
     STAINLESS STEEL ANGLES AND SHAPES

    ASTM F593, TYPE 316
    ASTM A240, TYPE 316
    ASTM A276, TYPE 316

#### FIBERGLASS REINFORCED PLASTIC (FRP) BAFFLE WALL NOTES:

- 1. CONTRACTOR SHALL SEAL FIELD CUT EDGES WITH NSF APPROVED MATERIAL.
- 2. FIELD MODIFICATIONS (CUTS, COPES, HOLES, ETC.) UNLESS SHOWN ON THE SHOP DRAWINGS ARE NOT ALLOWED WITHOUT THE MANUFACTURER'S WRITTEN APPROVAL.
- 3. SHIM FRP COLUMNS AND PANELS WITH APPROVED MATERIALS ONLY.
- 4. TYPICAL FRP PANELS SHALL BE DESIGNED TO WITHSTAND 4 TO 6 INCHES DIFFERENTIAL HEAD OF WATER BETWEEN BOTH SIDES OF PANELS UNLESS OTHERWISE NOTED.
- 5. FINAL CONNECTION DETAILS SHALL BE DESIGNED BY THE MANUFACTURER AND SUBMITTED FOR REVIEW BY THE ENGINEER.
- 6. COLUMNS SHALL BE SUPPORTED ONLY AT TOP & BOTTOM. NO BRACING ALLOWED IN THE FLOW.

#### **DEFERRED SUBMITTAL ITEMS:**

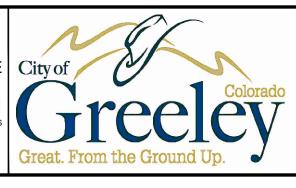
- 1. THE FOLLOWING PORTIONS OF THE PROJECT ARE DEFERRED SUBMITTAL ITEMS AND HAVE NOT BEEN DESIGNED BY THE ENGINEER OF RECORD.
  - FRP BAFFLE WALLS AND ASSOCIATED CONNECTIONS
- 2. DEFERRED SUBMITTAL ITEMS SHALL NOT BE INSTALLED UNTIL THE ENGINEER OF RECORD HAS REVIEWED THE SUBMITTAL DOCUMENTS AND INDICATED AS A MINIMUM THAT THEY HAVE BEEN REVIEWED AND FOUND TO BE IN GENERAL CONFORMANCE WITH THE DESIGN.

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BELLVUE WATER TREATMENT
PLANT CLEARWELL
BAFFLE WALL ADDITION

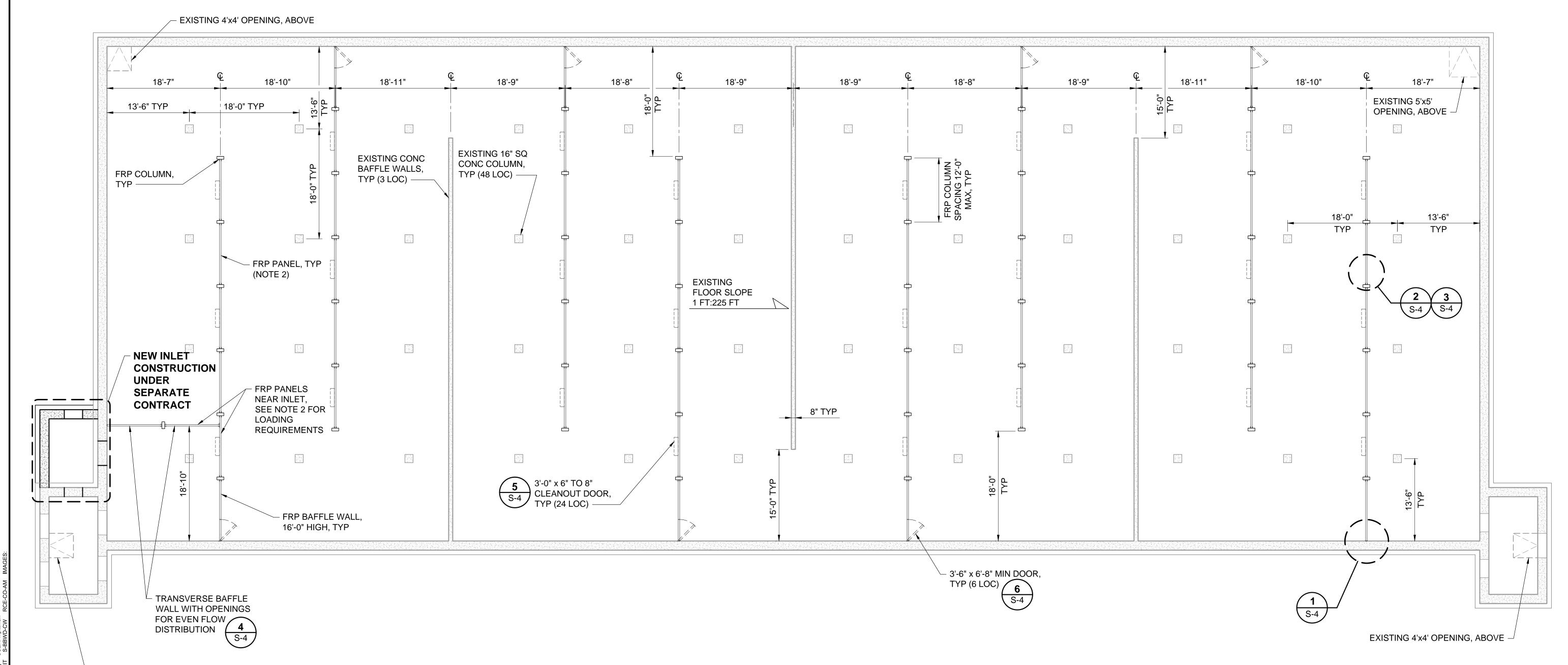
STRUCTURAL NOTES & STANDARD DETAILS

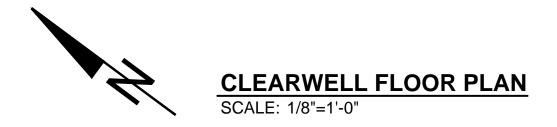
PROJECT:	171018.01
DRAWN BY:	M. PITTMAN
DESIGNED BY:	A. MENGERT
APPROVED BY:	M. GRAESER
SHEET: 4	OF <b>7</b>

DRAWING: S-1

#### **NOTES:**

- 1. CONCRETE CLEAR HEIGHT, FLOOR TO CEILING IS 17'-0".
- 2. TYPICAL FRP PANELS SHALL BE DESIGNED TO WITHSTAND 4 TO 6 INCHES DIFFERENTIAL HEAD OF WATER BETWEEN BOTH SIDES OF PANELS UNLESS OTHERWISE NOTED.
- 3. FRP PANELS NEAR THE INLET SHALL BE DESIGNED TO WITHSTAND 10 INCHES DIFFERENTIAL HEAD OF WATER BETWEEN BOTH SIDES OF PANELS.
- 4. CLEANOUT DOORS SHALL BE CENTERED ON PANEL.





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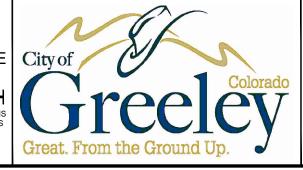
- EXISTING 4'x4' OPENING, ABOVE

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ALDEN RESEARCH LABORATO 2000 S. COLLEGE AVE., STE 300 FORT COLLINS, CO 80525 TEL: (508) 829-6000 www.aldenlab.co

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BELLVUE WATER TREATMENT PLANT CLEARWELL BAFFLE WALL ADDITION

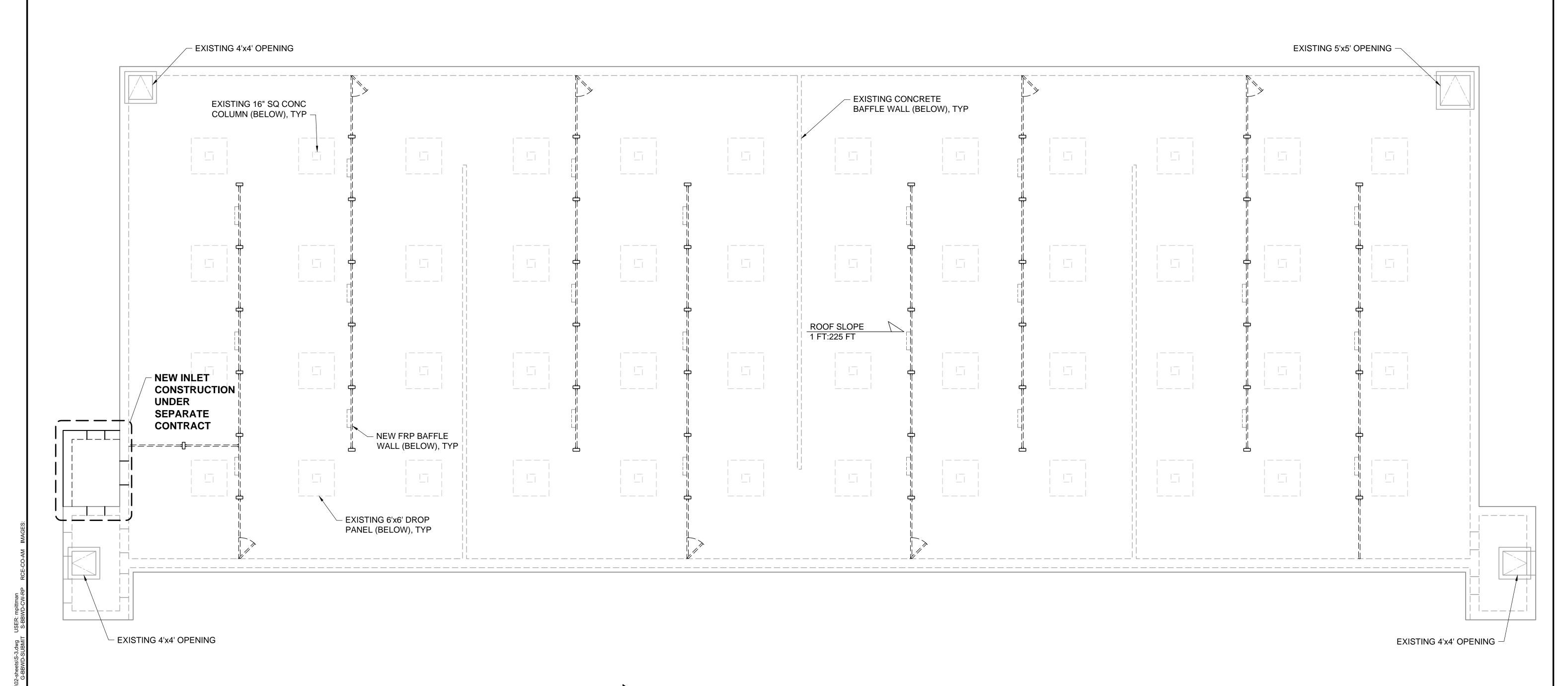
CLEARWELL FLOOR PLAN

PROJECT:	171018.01
DRAWN BY:	M. PITTMAN
DESIGNED BY:	A. MENGERT
APPROVED BY:	M. GRAESER
SHEET: 5	OF <b>7</b>

DRAWING:

## NOTE:

 NO EQUIPMENT SHALL BE ALLOWED ON TOP OF THE EXISTING CLEARWELL.



CLEARWELL ROOF PLAN
SCALE: 1/8"=1'-0"

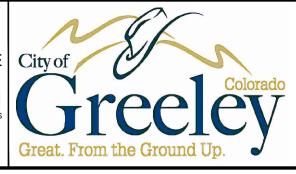
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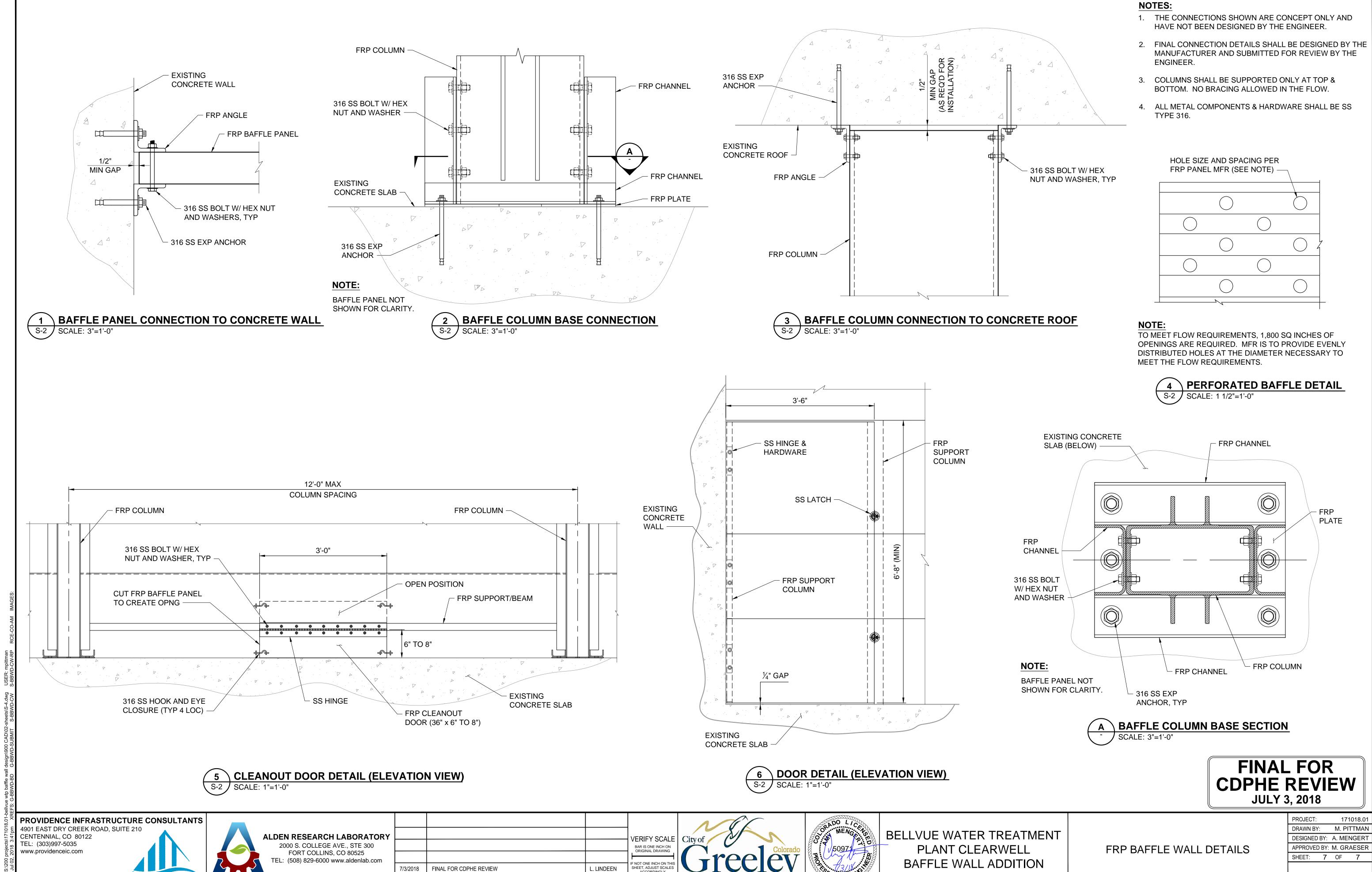


BELLVUE WATER TREATMENT
PLANT CLEARWELL
BAFFLE WALL ADDITION

CLEARWELL ROOF PLAN

PROJECT:	171018.01
DRAWN BY:	M. PITTMAN
DESIGNED BY:	A. MENGERT
APPROVED BY:	M. GRAESER
SHEET: 6	OF <b>7</b>

DRAWING:



DESCRIPTION OF ISSUE / REVISION

**REVISED BY** 

DRAWING: S-4

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# **ATTACHMENT 3**

BELLVUE EXISTING CLEARWELL BAFFLE WALL PHOTOS





# ATTACHMENT 4 COG PROFESSIONAL SERVICES CONTRACT (Sample Only)

# CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES RFP NUMBER AND TITLE

This Contract is made as of **January 8, 2025**, by and between the City of Greeley, Colorado, hereinafter referred to as the CITY, and **[ENTER CONSULTANT'S NAME]** authorized to do business in the State of Colorado, hereinafter referred to as the CONSULTANT, whose address is **[ENTER CONSULTANT'S MAIN 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 [Enter summary of Consulting/Professional Services Provided]. 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 [Enter 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 [Enter 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 [Enter Dollar 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 Services. 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 services that would overrun the maximum contract sum. Upon request, the CONSULTANT shall provide detailed documentation supporting the amounts billed. Such documentation may include but is not limited to invoices, receipts, timesheet notes, and similar types of documentation. The CITY may choose to increase the budget for the services using a mutually acceptable contract amendment or it may choose not to increase the budget and terminate the services 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.
- C. Payment Terms shall be Net 30 Days from the date of the CONSULTANT's invoice.

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 services on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated services.
- C. Transfer all services in process, completed services, and other material related to the terminated services to the CITY.
- D. Continue and complete all parts of the services 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 services, 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 services 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 services under this Contract until CONSULTANT 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 a minimum of thirty (30) days prior written notice to the CITY or ten (10) days notice for cancellation due to non-payment. 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, Comprehensive General Liability Insurance 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, 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.
- E. 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.

- F. 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 services for the CITY pursuant to this Contract.
- G. Liability insurance may be arranged by Comprehensive General Liability, Professional Liability and Comprehensive Automobile Liability policies for the full limits required; or by a combination of underlying Comprehensive Liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy. If the Contractor elects to obtain a combination of Comprehensive Liability and an Excess or Umbrella Liability policy, the Excess or Umbrella Liability policy must provide coverage equal to or greater than the Comprehensive Liability coverage. Upon request, the CONSULTANT shall provide a copy of any policy including the Excess or Umbrella policy for the CITY's review and approval.
- H. 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". If the CONSULTANT elects to use multiple policies to suffice the coverage requirement, the City of Greeley shall be listed as an "additional Insured" on each policy.

#### **ARTICLE 11 - INDEMNIFICATION**

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

#### ARTICLE 12 - SUCCESSORS AND ASSIGNS

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

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

#### ARTICLE 16 - EXCUSABLE DELAYS

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

Upon the CONSULTANT'S request, the CITY shall consider the facts and extent of any failure to perform the services 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 services 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.

#### 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 services, 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 Contract.

#### **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 is 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 services 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 - 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 26 - 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 27 - 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 services, 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 affect 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 services on that portion of the Services 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 and the CONSULTANT shall not commence services on any such change until such written amendment has been issued and signed by each of the parties.

#### **ARTICLE 28 - 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 29 - 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 30 - 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:

**CONSULTANT:** 

Consulting Firm Name

Division/Department Name (if applicable)

THE CITY OF GREELEY:

Department/Division Name

The City of Greeley

Department Contact Name	Consultant Contact Name		
Street Address	Street Address #1		
Greeley, CO 80631	CITY, State, Zip Code		
Email:	Email: Phone:		
Phone:			
IN WITNESS WHEREOF, the parties have hand the day and year above written.	made and executed this Contract and have hereunto set his/her		
THE CITY OF GREELEY Approved as to Substance	CONSULTANT:		
Signed:	Signed:		
Name:	Name:		
Title:	Title:		
Date:	Date:		
THE CITY OF GREELEY Approved as to Legal Form			
Signed:			
Name:			
Title:			
Date:			
THE CITY OF GREELEY Certification of Contract Funds Availability			
Signed:			
Name:			
Title:			

Date:		