

CITY OF GREELEY Purchasing

Request for Proposal RFP #F23-09-077

ON-CALL CONSTRUCTION SERVICES – WATER TREATMENT PLANTS, PUMP STATIONS AND LIFT STATIONS

for

WATER AND SEWER DEPARTMENT/WATER TREATMENT

REQUEST FOR PROPOSAL (RFP) RFP #F23-09-077

Procurement Contact: Alex Adame

Email Address: Purchasing@greeleygov.com

Telephone Number: 970-350-9325

Proposals must be received no later than the date indicated in the Schedule of Events below.

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

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

Email your RFP Response to purchasing@greeleygov.com. Only emails sent to purchasing@greeleygov.com will be considered as responsive to the request for proposals. DO NOT submit your RFP Response to multiple email addresses. 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 Proposal must not exceed 20 total pages, excluding cover letter, index or table of contents, front and back covers, and title pages/separation tabs. Pages shall be $8 \frac{1}{2} \times 11$ inch except for up to four (4) pages of 11 x 17 inches. Eleven-point font or larger must be used for the proposal and appendices. Resumes included as an appendix are not considered part of the 20 pages.

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

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

Schedule of Events (subject to change)	All times are MST
RFP Issued	September 22, 2023
Optional Pre-Proposal Conference	October 4, 2023 9 AM
1001 11 th Ave., 2 nd Floor Colorado Conference	
Room.	
Inquiry Deadline	October 6, 2023, before 4:00 PM
Final Addendum Issued	October 10, 2023
Proposal Due Date	October 13, 2023, before 4:00 PM
Interviews (tentative)	TBD
Notice of Award (tentative)	TBD

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

SECTION I. BACKGROUND, OVERVIEW, AND GOALS

A. Background

The City of Greeley is a home rule municipality with a council-manager form of government and is the county seat and the most populous municipality of Weld County, Colorado. Greeley is in northern Colorado and is situated 52 miles north-northeast of the Colorado State Capitol in Denver. According to the U.S. Census Bureau, the population of the city is roughly 111,000 which makes it the 12th-most populous city in Colorado. The City has an annual budget of ~\$490M with a fiscal year that starts Jan 1st, and employees over 1100 employees. Greeley is a major city of the Front Range Urban Corridor and home to the University of Northern Colorado which is a public baccalaureate and graduate research university with approximately 12,000 students and six colleges as well as Aims Community College, which has served the community since 1967.

The City's owns and operates two (2) WTPs, ten (10) lift stations, five (5) potable water pump stations, and eighteen (18) non-potable water pump stations. The intent of this WOC is to source contractors that can complete on-call construction services at these facilities. Below are additional details on these facilities.

1. WTPs: The City operates two WTPs – Bellvue Water Treatment Plant (BWTP) and Boyd Lake Water Treatment Plant (BLWTP). The two plants have a total hydraulic design capacity of 35 and 38 MGD, respectively. Both plants include conventional filtration with flash mixing, flocculation and sedimentation processes to treat surface water. The BWTP operates year-round while the BLWTP is utilized as a seasonal peaking plant to meet summer peak season demands in the distribution system. The BLWTP must be available to produce water to meet the peak demand from March through November of each year. BWTP must remain in operation during all projects with minimal allowable shutdowns as coordinated by the project team. These shutdowns will be restricted by the ability of BLWTP to produce water to meet the required demands of the system. Below is a table outlining the mandatory operating times of the City's water treatment plants.

Plant	Mandatory Operational Periods	Comments
BLWTP	March 15 – Nov 15th	No shutdowns allowed during the mandatory operational period.
BWTP	Year Round	Periodic shutdowns will be allowed but only during times when BLWTP is fully operational.

2. Lift / Pump Stations: The City owns and operates ten (10) lift stations, five (5) potable water pump stations, and eighteen (18) non-potable water pump stations. These facilities are located throughout the entire transmission, distribution, and collections system. The lift stations are of varying age, size, and complexity.

B. Overview

The City of Greeley (City) Water and Sewer Department (Department) is requesting proposals from qualified general contractors (Contractor(s)) to provide on-call construction services. The City's intent is to establish an indefinite delivery, indefinite quantity (ID/IQ) Work Order Contract (WOC) with multiple contractors. Services under this contract will be on an on-call basis for a variety of projects, to include, but not limited to, mechanical and process piping projects, rehabilitation projects, master planned capital improvement projects, maintenance activities that exceed staff resources, and emergency repairs and activities at Water Treatment Plants (WTPs), pump stations, and lift stations. The selected Contractor(s) may be contracted to provide these services based on a negotiated scope of services and fees.

An on-call list of Contractor(s) will be developed to provide these services following review and evaluation of the submitted Proposals. The selected Contractor(s) will receive a three (3) year base contract term starting on the date of Contract award with two (2), one (1) year optional extension periods. The City makes no guarantee to the scope of future work or equity of future Work Order dissemination amongst awarded Contractor(s). This WOC may be modified at the sole discretion of the City anytime throughout its contract term. Contractor(s) selected for this WOC may be reevaluated periodically, based on performance and ability to meet qualification criteria.

SECTION II. STATEMENT OF WORK

A. Scope of Services

Work Order size and complexity will vary under this WOC, but may include repair, maintenance, and capital improvement projects at the WTPs, pump stations (potable and non-potable), and lift stations. This work may include the repair, maintenance, replacement, or installation of new pipelines, water filter work, pump replacement, repair and / or replacement of mechanical machinery, concrete and / or coating repairs, valve and / or gate replacement or installation, clarifier work, instrumentation repair and / or replacement, building repairs, concrete placement, wet-well / dry-well / clear-well maintenance and repair, sub-contractor coordination, and other associated activities not specifically mentioned.

Work Orders may be expected to occur at any of the two (2) WTPs, ten (10) lift stations, five (5) potable water pump stations, or eighteen (18) non-potable water pump stations.

The City has identified the following three (3) priority requirements it wishes to issue Work Orders for. Provide separate proposal(s) for the completion of these requirement(s). The proposal, at a minimum, must include a summary of the scope of effort, a proposed schedule to complete the effort, and a fee to complete the effort. There is no standardized format to these proposals. These will not count against the total Proposal page count.

- 1. Work Order #1 Installation of New Flocculators and Electrical Upgrades at Boyd WTP. This project shall be started as soon as reasonably possible and completed in calendar year 2024. The basic scope of work, map of project area, and additional details on Work Order #1 are included in Attachment A.
- 2. Work Order #2 New 2 MG Clearwell at Bellvue WTP. This project shall be started as soon as reasonably possible and completed in calendar year 2024. The basic scope of work, map of project area, and additional details on Work Order #2 are included in Attachment B.
- 3. Work Order #3 Rehabilitation of Concrete Effluent Channel at Bellvue.. This project shall be started as soon as reasonably possible and completed in calendar year 2024. The basic scope of work, map of project area, and additional details on Work Order #3 are included in Attachment C.

B. WOC Workflows

- 1. Single Contractor Workflow: The City will generate requirements to be serviced under this WOC. Once a requirement is established, the City will contact a Contractor awarded to this WOC to discuss the requirement. The Contractor will work with the City to help scope the requirement. Once the scope is determined and mutually agreed upon by the City and the Contractor, the Contractor will develop a proposal, which defines the scope agreed upon, and lists a schedule and fee to complete the requirement. The Contractor will submit the proposal to the City and the City will issue a Work Order to the Contractor at the fee proposed. The Contractor will execute the Work Order in accordance with the proposal.
- 2. Multiple Contractor Workflow: The City will generate requirements to be serviced under this WOC. Once a requirement is established, the City will contact multiple Contractor(s) awarded to this WOC to discuss the requirement. The City will request proposals from the Contractor(s) to complete the requirement. The proposals should include scope required to complete the requirement, proposed schedule, and fee. The City will review the proposals and select the Contractor that they believe will complete the work at the best value to the City. The City will then issue a Work Order to the selected

Contractor at the fee proposed. The Contractor will execute the Work Order in accordance with the proposal.

C. Period of Award

An on-call list of Contractor(s) will be developed to provide these services following review and evaluation of the submitted Proposals. The selected Contractor(s) will receive a three (3) year base contract term starting on the date of Contract award with two (2), one (1) year optional extension periods. The City makes no guarantee to the scope of future work or equity of future Work Order dissemination amongst awarded Contractor(s). This WOC may be modified at the sole discretion of the City anytime throughout its contract term. Contractor(s) selected for this WOC may be reevaluated periodically, based on performance and ability to meet qualification criteria.

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.

D. Qualifications of Offeror and Rate-Based Selections Process

The Qualifications and rates-based selections process will be used to evaluate each firm based on their responses to the following four items. Reference Section II – Submittal requirements for an expanded and detailed listing of items that should be addressed in the Proposal:

- 1. Experience with various on-call construction services for WTPs, pump stations, and lift station and approach to delivering work.
- 2. Experience of key staff, to include proposed project manager, senior staff, and Work Order delivery team.
- 3. Representative projects of Contractor(s) showing applicable experience in categories identified.
- 4. Rates and fees.

The City of Greeley reserves the right to reject any of the Proposals. Each Proposal will be reviewed to determine whether it is responsive to the RFP. Failure to comply with the requirements of this RFP may result in a Proposal being rejected as non-responsive. At its sole discretion, however, the selection committee may waive any such failure to meet a requirement of this RFP and may request clarification or additional information to remedy the failure.

E. Expectations

The City is looking to retain qualified Contractor(s) that can self-perform construction tasks, assist in the project scope development / design process, collaborate with City Staff / Design Engineers / Owner's Representatives, and ensure compliance with contract documents and specifications. The City's overarching goal is to complete all Work Orders safely, on-schedule, at or below budget, and with quality workmanship that meets or exceeds City and industry design standards and specifications.

The City's objectives, duties, expectations, and priorities for delivery of every Work Order issued under this WOC are as follows:

- 1. The Contractor(s) shall complete upgrades, rehabilitation, emergency, and capital improvement projects on the City's WTPs, lift stations, and pump stations utilizing local staff.
- 2. The Contractor(s) shall self-perform work orders to the maximum extent possible with their own work force (this requirement excludes equipment).

- 3. The Contractor(s) shall deliver high quality construction services, workmanship, and material. The City expects the material and equipment procured and installed to be of high quality and commensurate with industry standards. The City expects that the Work completed under each Work Order be done correctly and not require any re-work as a result of shoddy craftsmanship, substandard material and equipment selection, or failure to comply with City and industry standards.
- **4.** The City expects a partnering relationship with the selected Contractor(s). The City and Contractor(s) shall work to develop an environment where trust and teamwork prevent disputes, fosters a corporative bond to everyone's benefit, and facilitates the successful completion of Work Orders. There may be mandatory meetings or partnering activities between all members of the Work Order delivery team. Adversarial relationships between the Work Order delivery team will not be acceptable or tolerated.
- The City expects open, early, and honest communication related to all Work Order activities, including design assistance, subcontractor performance, cost control, schedule control, and budget and quality issues.
- **6.** The City expects the Contractor to participate in contract management such that pay applications, critical change directives, requests for information (RFIs), and other documents are managed timely and effectively to avoid delays in Work Order delivery. The City expects full transparency of cost and for the Contractor(s) to be able to provide full back up documentation for the cost of work and fee establishment during the development of the work order estimates in the preconstruction phase and continue throughout the construction phase. The City expects the Contractor(s) to work with its appointed representatives to process all job documentation through the established document management and control system.
- 7. The Contractor(s) shall work with the City on scoping of improvements to meet the desired goals of the Work Order and provide constructability review of designs they will be tasked with completing. Included in this objective is the expectation that the Contractor(s) provide input on construction scheduling, cost estimating, material procurement / lead time estimates, and work task phasing / sequencing.
- 8. The Contractor(s) shall provide open procurement, with the City, for best value selection of subcontractors, equipment, and suppliers. The Contractor(s) shall include applicable Work Order delivery team members in selection of subcontractors, equipment, and material supply vendors. The Contractor(s) shall provide open book pricing for Work Order pricing using associated markups outlined in this RFP. Pay applications will show all employee hours and associated rates, equipment hours and rates, and receipts for supplies purchased and utilized on each Work Order.
- **9.** The Contractor(s) shall provide emergency services where the scope or equipment requirements exceed City resources, time, or manpower availability. During plant emergencies, assistance may be required by the City with bypass pumping and other related activities.
- 10. The City expects the Contractor(s) to commit key staff members to manage the Work Order delivery through attendance of all meetings; preparation of RFIs; management of subcontractors; management of schedule; management of quality, and management of cost. Key staff members for this WOC shall be named in the RFP and be assigned to the Work Orders awarded through this Contract. Key staff members shall attend all meetings requested by the City Staff and be local, qualified individuals, knowledgeable of the industry and the specifics of this RFP and WOC. Key staff members shall be knowledgeable of local conditions and State and City standards.
- 11. The Contractor(s) shall provide qualified fulltime site supervision and management of trade subcontractors to meet or exceed the defined Work Order schedule and meet the goals set forth in this RFP. Site supervision shall be local staff familiar with this WOC, the Work Order assigned, local conditions, and industry and City standards.
- 12. The Contractor shall provide Work Order delivery schedules and maintain agreed upon Work Order delivery schedules. If schedule cannot be met, the Contractor(s) shall communicate the reasons why it cannot be met to the applicable Work Order delivery team member as soon as reasonable possible. The Contractor(s) shall strive to accelerate schedule when it is advantageous to the City.

- **13.** The Contractor(s) shall maintain system operations and service to Water and Sewer Customers whenever possible. If outages are required to complete the Work Order, the Contractor(s) shall communicate the reason for the outage and likely duration of the outage to the applicable Work Order delivery team member.
- **14.** The Contractor(s) shall work with the entire Work Order delivery team to develop a mutually agreeable scope of services prior to official issuance of each Work Order.
- **15.** The Contractor(s) shall minimize overall risk and risk for change orders. The Contractor(s) shall strive to achieve an optimal balance between the City and Contractor(s) to manage the risk and reduce the likelihood of change orders.
- **16.** The Contractor(s) shall implement an effective safety program incorporating best industry practices that provide safe working conditions for the team during construction as well as long term operational safety.
- **17.** The Contractor(s) shall provide site security and protection during construction and Work Order execution. The Contractor(s) shall provide all site safety management and comply with all applicable OSHA standards and criteria.
- **18.** The Contractor(s) shall provide storm water management and best management practices (BMP) maintenance for the Work Order project site(s) complying with State, County, and City regulations.
- **19.** The Contractor(s) shall provide a quality control program that meets or exceeds minimum job / contract document and industry standards. The Contractor shall coordinate all quality control testing and inspections through the City and their assigned representative.
- **20.** The Contractor(s) shall meet all licensing requirements set forth by the City, County, or other jurisdictional authorities for both Contractor(s) and subcontractor's work. All work provided under this WOC shall comply with all applicable Federal, State, local (City) and industry standards.
- **21.** The Contractor(s) shall provide services to manage participation in startup, testing and commissioning processes, project close out, and address needs during the project warranty period.
- 22. The Contractor(s) shall notify the applicable Work Order delivery team member of all geotechnical and material testing needs and requirements. Geotechnical and material testing will be provided by a third party paid by the City.
- 23. The Contractor(s) shall provide all traffic control required for Work Orders occurring in active roadways. All traffic control measures will be done in accordance with the Manual of Uniform Traffic Control Devices (MUTCD).
- **24.** The Contractor(s) shall have knowledge of the City of Greeley Public Works Construction Specifications and Water and Sewer Engineering Standards.
- **25.** The Contractor(s) shall complete ancillary work required to restore the Work Order site to original or better condition. This ancillary work will be determined during negotiations and Work Order scoping, prior to official issuance of a Work Order. A non-comprehensive list of ancillary work which may be required includes landscape restoration, rigid and flexible pavement flatwork, rigid and flexible pavement road repair, and irrigation repair. Ancillary work may be completed through subcontracting.

F. Roles

Meeting the City's objectives, duties, expectations, and priorities listed above will require close communication with all members of the Work Order delivery team. The following outlines organizations / members of the Work Order delivery team and the various roles and organizations the Contractor is expected to work with in the delivery of Work Orders under this WOC:

1. Water and Sewer Department, Engineering – This role will be filled by staff engineers from the department. Each Work Order will have a staff engineer assigned to it.

- 2. Water and Sewer Department, Operations and Maintenance This role will be filled by various operators from the department. Each Work Order will have an operator assigned to it.
- 3. Designer / Design Engineer This role could be filled by a staff engineer from the department or by an engineering consultant / firm independently contracted by the City. The City will typically source its Designer / Design Engineer through the City's As-Needed Services/Design and Engineering for Water and Sewer Contract.
- **4.** Owner's Representative / Resident Engineer / Resident Project Representative This role will be filled by a staff engineer from the department or by a third-party representative independently contracted with the City. The City will typically source its Owner's Representative / Resident Engineer / Resident Project Representative through the City's As-Needed Construction Service and Owner's Representative Contract.
- 5. City Staff, Other Although most of the Contractor(s') interactions will be with the Water and Sewer Department, there is a possibility that the Contractor(s) may have to interface with other departments, such as Public Works. These interactions will be rare and are mostly the responsibility of the Water and Sewer Department staff to complete.

SECTION III. ADMINISTRATIVE INFORMATION

A. Issuing Office

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

B. Official Means of Communication

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

C. Inquiries

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

E-Mail: Purchasing@greeleygov.com

Subject Line: RFP #F23-09-077

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

The successful contractor will be required to provide a Certificate of Insurance (Exhibit 3) or other proof of insurance naming the City of Greeley as "additional insured". Coverage must include COMMERCIAL GENERAL LIABILITY coverage with minimum limits of \$2,000,000, and WORKER'S COMPENSATION coverage with limits in accordance with State of Colorado requirements.

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

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

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

E. Modification or Withdrawal of Proposals

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

F. Minor Informalities

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

G. Responsibility Determination

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

H. Acceptance of RFP Terms

A proposal submitted in response to this RFP shall constitute a binding offer. The autographic signature of a person who is legally authorized to execute contractual obligations on behalf of the offeror shall indicate acknowledgment of this condition. A submission in response to this RFP acknowledges acceptance by the offeror of all terms and conditions as set forth herein.

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.

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

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

O. RFP Response/Material Ownership

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

P. Incurring Costs

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

Q. Utilization of Award by Other Agencies

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

R. Non-Discrimination

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

S. News Releases

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

T. Certification of Independent Price Determination

- 1. By submission of this proposal each offeror certifies, and in the case of a joint proposal each party, thereto certifies as to its own organization, that in connection with this procurement:
 - a) The prices in this proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
 - b) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening, directly or indirectly to any other offeror or to any competitor; and
 - c) No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
- 2. Each person signing the Request for Proposal form of this proposal certifies that:
 - a) He/she is the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to (1.a) through (1.c) above; or
 - b) He/she is not the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein but that he/she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (1.a) through (1.c)above, and as their agent does hereby so certify; and he/she has not participated, and will not participate, in any action contrary to (1.a) through (1.c) above.
- 3. A proposal will not be considered for award where (1.a), (1.c), or (2.) above has been deleted or modified. Where (1.b) above has been deleted or modified, the proposal will not be considered for award unless the offeror furnishes with the proposal a signed statement which sets forth in detail the circumstances of the disclosure and the City's Purchasing Manager, or designee, determines that such disclosure was not made for the purpose of restricting competition.
- 4. The Contract Documents may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document. The Contract Documents, including all component parts set forth above, may be executed and delivered by electronic signature by any of the parties and all parties consent to the use of electronic signatures.

U. Taxes

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

V. Assignment and Delegation

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

W. Availability of Funds

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

X. Standard of Conduct

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

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

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

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

Y. Damages for Breach of Contract

In addition to any other legal or equitable remedy the City may be entitled to for a breach of this Contract, if the City terminates this Contract, in whole or in part, due to Contractor's breach of any provision of this Contract, Contractor shall be liable for actual and consequential damages to the City.

Z. Other Statutes

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

SECTION IV. PROPOSAL SUBMISSION

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

RFP responses must be emailed to purchasing@greeleygov.com. Only emails sent to purchasing@greeleygov.com will be considered as responsive to the request for proposals. DO NOT submit your RFP Response to multiple email addresses. Emails sent to other City emails will be considered as non-responsive and will not be reviewed.

Proposals shall be submitted in a single Microsoft Word or PDF file under 20MB. The Proposal must not exceed 20 total pages, excluding cover letter, index or table of contents, front and back covers, and title pages/separation tabs. Pages shall be $8 \frac{1}{2} \times 11$ inches except for up to four (4) pages of 11 x 17 inches. Eleven-point font or larger must be used for the proposal and appendices. Resumes included as an appendix are not considered part of the 20 pages.

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

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

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

Late proposals 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. 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.

D. Evaluation Criteria

The Proposals will be reviewed and evaluated by the Owner's selection committee (with assistance provided by outside advisors if desired by Owner) according to the requirements and criteria outlined in this section. During the Proposal evaluation process, written questions or requests for clarification may be submitted to one or more Proposers regarding its Proposal or related matters. Failure to respond in a timely manner to any such questions or requests may be grounds for elimination of the Proposer from further consideration. Interviews, presentations and / or demonstrations may be requested by short-listed offerors prior to award. However, interviews, presentations, and / or demonstrations may not be required, and therefore, complete information should be

submitted with your Proposal. Committee members may revise their initial scores based upon additional information and clarification received in this phase. If your company is invited to interview, give a presentation, or conduct a demonstration to the committee, these dates

Each Proposal will be reviewed to determine whether it is responsive to the RFP. Failure to comply with the requirements of this RFP may result in a Proposal being rejected as non-responsive. At its sole discretion, however, the selection committee may waive any such failure to meet a requirement of this RFP and may request clarification or additional information to remedy a failure.

Evaluation Criterion 1: Key Staff and Company Resources

Provide names and resumes of proposed key project staff, including the proposed project manager, assistant project manager, superintendent, and project engineer (if applicable). Include experiences related to on-call contracts or Alternative Project Delivery, pre-construction services during design, project estimating, and partnering exercises. Include references from owners and consulting architects/engineers that detail the team's ability. Detail the availability of proposed staff.

Key Staff

- **1.** Key personnel must be committed to this project for its duration, unless excused by the City. This requirement is non-negotiable.
- 2. The proposed project manager(s) shall have no less than 10 years of experience in similar water/wastewater construction.
- **3.** The proposed superintendent(s) shall have no less than 10 years of experience in similar water/wastewater construction.

Company Resources

- 1. Indicate the total number of personnel employed by the company.
- 2. Provide how many resources are in each category (e.g. Administration, Clerical, Estimating, Project Management, Project Coordinator, Project Engineer, Superintendent, Foreman, Carpenter, Laborer, etc.)
- **3.** Provide an organizational chart of the firm, specifically showing the resources the firm plans to use in delivery of Work Orders under this Contract.
- **4.** Indicate the office location this Contract will be administered through.
- **5.** Provide a full list of equipment on hand, owned, and managed by the firm.

Construction Sequencing and Scheduling Describe the scheduling software your firm typically uses for sequencing tasks and scheduling subcontractors, materials, and equipment. The City will require that an industry recognized software (Primavera/Oracle P6 or equivalent) is used to develop and manage the project schedule; fully base-lined, critical path shown and float managed.

- 1. Describe the way in which your firm develops and maintains project schedules for Work Orders expected in this Contract.
- 2. Describe your process and frequency for updating project schedules and how your firm works to overcome challenges and works to maintain the original completion date.
- **3.** Describe your process and software for managing short term duration schedule (i.e. three week look ahead schedules)
- **4.** Submit an example of a total and short-term project schedule for recent project comparable to the ones anticipated under this Contract.

On-Call and Alternative Project Delivery Experience Describe at least two contracts completed by your firm where it served as an on-call contractor to assist an Owner in similar tasks as outlined in this RFP. Alternative

Project Delivery model experience may qualify for this experience if it showed consistent, long-term partnering assistance to the Owner.

- 1. Provide a listing of key staff who participated in these projects and their roles.
- 2. Based on the brief project description describe how your firm can assist through project scoping, maintaining continuity of services, and responding to emergencies in prompt fashion to limit disruptions to systems and the Public.
- 3. Describe in detail what partnering, and teamwork means to your firm.

Safety Record: Provide the firm's OSHA reportable accident rate and current workman's compensation insurance multiplier for the last 3 years. Provide the OSHA reportable accident rate on projects managed by the proposed superintendent or project manager over the three-year period. Provide a list of all projects in the last 5 years that have received an OSHA citation either to the GC or subcontractor on the jobsite and provide a narrative of the citations. If Contractors provide TRIR or DART rates they should also provide:

- 1. Number of recordable injuries related directly to number of hours worked
- 2. Days Away Restricted Transfer incidents related directly to number of hours worked.

Subcontractors: Provide a listing of trade subcontractors your firm has relationships with and are known to perform to critical schedules and timeframes. Explain your relationship with these firms and how long they have worked with you on projects. Give examples of situations where these firms have performed to tight timeframes and accelerated schedules

Banking Reference Statement: Include a current banking reference (contact name, address, email, and phone number).

Bonding Company Reference: Provide the name, address and phone number of the firm's bonding agent. Provide a letter from the bonding agent indicating the firm's bonding capacity is adequate to undertake this work relative to the Contractor's current, committed backlog.

Evaluation Criterion 2: Example Projects

Provide a brief description and history of relevant projects, similar in type and scope to work anticipated under this Contract, completed in the last 10 years. It is expected that the Contractor(s) submitting Proposals will have extensive construction experience working on water and sewer systems of similar size as the City of Greeley. Include the following in your example projects and contracts:

- 1. Projects description that includes the project name, overall scope of work, key subcontractors used and any unique project characteristics. Projects should be relevant in size and scope as the work described in this RFP. Projects included should convince the City that the Contractor has the ability to work on a variety of work orders at WTPs, pump stations, and lift stations.
- 2. Project history that includes the original schedule agreed upon at the time of signing the contract, the actual duration of construction, and any special characteristics of the project that affected delivery.
- **3.** Type of project delivery model used. List your firm's history with any alternative delivery method, including any similar on-call contracts that the team has experience with. In detail list how your firm brought value to the design and construction.
- **4.** Original contract cost.
- 5. Cost at completion and number of change orders and description of what triggered the change orders.
- **6.** Contractor, subcontractor, or owner-initiated claims and their resolution
- **7.** If the project included formal partnering.

- **8.** Provide a brief discussion of any unusual factors that affected the project delivery (e.g. owner initiated delays, additions to the work, etc.).
- **9.** Provide both an owner reference and consulting engineer/architect reference for cited projects, including phone numbers and/or email addresses.
- **10.** Past projects completed for the City. Extrapolate on experience and knowledge with the City and its processes and how this previous experience can aid the proposed project.

Evaluation Criterion 3: Project Approach

Provide a conceptual description of the Contractor(s) approach for managing and performing its services during Work Order delivery, addressing the following topics:

- 1. Discuss how a collaborative relationship with the City, Design Engineer, and City Representative would be established during work order scope development / negotiation including design development, scheduling, cost estimating and fee development.
- 2. Discuss how the design and construction processes will interface (including how constructability issues, construction document packaging, value engineering and risk issues will be addressed).
- **3.** Discuss your company's ability to self-perform construction activities, define what activities you anticipate self-performing, and percentage anticipated for this project.
- **4.** Describe the process that will be used to attempt to utilize quality sub-contractors located within Northern Colorado, Greeley, & Weld County.
- 5. Describe the process for developing the Work Order proposals, their schedules, and fees.

Optional The City has identified the following three (3) priority requirements it wishes to issue Work Orders for. You have the option to provide separate proposal(s) for the completion of these requirement(s). The optional proposal, at a minimum, must include a summary of the scope of effort, a proposed schedule to complete the effort, and a fee to complete the effort. There is no standardized format to these proposals. These will not count against the total Proposal page count.

- 1. Work Order #1 Installation of New Flocculators and Electrical Upgrades at Boyd WTP. This project shall be started as soon as reasonably possible and completed in calendar year 2024. The basic scope of work, map of project area, and additional details on Work Order #1 are included in Attachment A.
- 2. Work Order #2 New 2 MG Clearwell at Bellvue WTP. This project shall be started as soon as reasonably possible and completed in calendar year 2024. The basic scope of work, map of project area, and additional details on Work Order #2 are included in Attachment B.
- 3. Work Order #3 Rehabilitation of Concrete Effluent Channel at Bellvue.. This project shall be started as soon as reasonably possible and completed in calendar year 2024. The basic scope of work, map of project area, and additional details on Work Order #3 are included in Attachment C.

Evaluation Criterion 4: Fee and Rate Proposal

Provide a list of construction cost factors that are used to develop the cost of work. Provide a list of hourly rates used during preconstruction and construction activities. Specifically, include the following:

- 1. Overhead Markup To account for home office, management, insurance, bonds, etc.
- 2. Profit Markup
- 3. Subcontractor Markup
- 4. Permanent Materials Markup
- 5. Equipment Markup

- 6. Labor Provide unburdened labor rates and markups
- 7. Equipment Rate Sheet
- **8.** Hourly Rates Fully burdened labor rates for all project managers, estimators, superintendents, and staff expected to be involved.

In addition to the above cost factors, markups, and rates, provide responses to the following:

- 1. Describe how your firm develops a typical fee.
- 2. Discuss your firm's approach to establishing and utilizing contingency.
- 3. Describe in detail how your firm uses the markups and cost of work to develop the individual work order cost. The City anticipates working with the Contractor to develop this cost for all known quantities of the Work Order. The final cost, plus allowances (if any), will encompass a final cost for each Work Order associated with this contract. All contingencies will be owned by the City and not included in the cost unless assigned through a specific task.

The Contractor(s) may propose rate changes annually to the rates proposed in the initial contract. The proposed amount of increase or decrease in fixed rates shall be based on the justifications for the change and shall not exceed the ENR Construction Cost Index for Denver Colorado. The new proposed rates must be approved by the City in advance of being used in Work Order costs.

F. Proposal Acknowledgement

Include this form as provided in Exhibit 1.

G. Certificate of Insurance

A sample Certificate of Insurance is provided in Exhibit 3.

H. Debarment Form

Include this form as provided in Exhibit 4.

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. In ranking the proposals, the selection committee will utilize a 100-point scale with the maximum points awarded for each of the evaluation criteria listed below:

Proposal Submission Requirement	Points Available
Key Staff and Company Resources	20
Example Projects	25
Project Approach	35
Fee and Rate Proposal	20
Total:	100

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.

The City of Greeley will base their selection on the results from the combination proposals and interviews / presentation / demonstration if required. After the evaluation process is complete, the Owner will select the proposer that submits the proposal that offers the best value based on the published selection criteria and on its ranking evaluation.

The Owner shall first attempt to negotiate a contract with the selected proposer. If the Owner is unable to negotiate a satisfactory contract with the selected proposer, the Owner will, formally and in writing, end negotiations with that proposer and proceed to negotiate with the next proposer in the order of the selection ranking until a contract is reached or negotiations with all ranked proposers end.

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. Original Signature by Authorized Officer/Agent Type or printed name of person signing Company Name Title Phone Number Vendor Mailing Address Website Address City, State, Zip Proposal Valid Until (at least for 90 days) E-Mail Address **Project Manager:** Name (Printed) Phone Number Vendor Mailing Address **Email Address**

City, State, Zip

EXHIBIT 2 SAMPLE CONTRACT

(A sample Master Construction Contract is not available at this time. A contract will be provided at the time of contract award)

EXHIBIT 3 SAMPLE CERTIFICATE OF INSURANCE

Client#: 1			GREC		DATE (MI	woomm
	ICATE OF LIA			ANCE	05/14	V2013
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(les) 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 endorseme	ent(s).					
ABC Insurance Company		NA ME:		T A		
P. O. Box 1234		PHONE (A/C, No.): E-MAIL PAX (A/C, No.):				
Anywhere, USA		AD DRESS:				
	CUSTOMER ID &: INSURER(S) AFFORDING COVERAGE NAIC #					
INSURED	INSURER A: Financial Rating of A					
Sample Certificate		INSURER B:				
		INSURER C:				
		INSURER D:				
		INSURER E:				
COVERAGES CERTIFIC	CATE NUMBER:	INSURER F:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INS	URANCE LISTED BELOW HAVE BEE		SURED NAMED	ABOVE FOR THE POLICY		
INDICATED. NOTWITHST ANDING ANY REQUIREN CERTIFICATE MAY BE ISSUED OR MAY PERTAIN.						
EXCLUSIONS AND CONDITIONS OF SUCH POLIC	CIES. LIMITS SHOWN MAY HAVE BE	EN REDUCED BY PAID	CLAIMS.			
	NVD POLICYNUMBER	MM/DD/YYYYY	MWDDYYYY	LMIT		
GENERAL LIABILITY				EACH OCCURRENCE DAMAGE TO RENTED	\$1,00	
CLAMS-MADE X OCCUR				PREMISES (Ea occurrence)	\$100,	
GLAMS-MADE X OCCUR				MED EXP (Any one person) PERSONAL & ADVINURY	\$5,000 \$1,000,000	
				GENERAL AGGREGATE	\$2,00	
GENLAGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	\$2,00	
POLICY PRO- LCC LCC					\$	
AUTOMOBILE LIABILITY X ANY AUTO				COMBINED SINGLE LIMIT (Ea accident)	\$1,00	0,000
ALL OWNED AUTOS				BODILY INJURY (Perperson)	\$	
SCHEDULED AUTOS			BODILY INJURY (Peraccident) \$ PROPERTY DAMAGE			
X HIRED AUTOS				(Peraccident)	\$	
X NON-OWNED AUTOS					\$	
UMBRELLALIAB	++				\$	
OCCUR				EACH OCCURRENCE	\$	
DEDUCTBLE				AGGREGATE	\$	
RETENTION \$					2	
WORKERS COMPENS ATTON				X WC STATU- TORY LIMITS ER		
AND EMPLOYERS UABILITY ANY PROPRETORPARTNER/EXECUTIVE OFFICENMEMBER EXCLUDED? NA				E.L. EACH ACCIDENT	s100,	000
(Mandatory in NH)				E.L. DISEASE - EA EMPLOYEE		
If yes, describe under DES CRIPTION OF OPERATIONS below				E.L. DISEASE - POLICY LIMIT	\$500,	000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES	(Attach ACORD 101, Additional Remote	Schedule, Ifmore speed	a maulmeth			
City of Greeley is named as Additional I				cluded on		
Work Compensation. This insurance is	primary and noncontributor	ry to insurance po	olicies held	by the City.		
CERTIFICATE HOLDER		CANCELLATION				
City of Greeley		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN				
1000 10th St	ACCORDANCE WITH THE POLICY PROVISIONS.					
Greeley, CO 80631-3808		AUTHORIZED REPRESENTATIVE				
l						
			000 0000 40	A HOR AGORGO AGO		

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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)	
lame of Organization	
address	
authorized Signature	
itle	
Date	

ATTACHMENT A – WORK ORDER #1 – BASIC SCOPE, MAP OF PROJECT AREA, DETAILS

Installation of New Flocculators and Electrical Upgrades at Boyd Water Treatment Plant

Boyd Lake Water Treatment Plant is the City of Greeley's peaking plant. Boyd WTP typically runs from late Spring to Early Fall with a rated capacity of 38 MGD. As part of ongoing process improvements, the City of Greeley is replacing the existing flocculators, variable frequency drives (VFDs), and the associated electrical and I&C equipment. The old flocculators are beyond their design life and need to be replace.

This project will consist of four major components: installation of new flocculators, converting existing building to an electrical room, trenching for electrical and I&C, and installation of new overhead cable trays for electrical and I&C. Installation of Flocculators

- Demo and removal of 24 existing flocculators (3 stages, 8 per stage).
- Demo of existing equipment pads
- Installation of 24 vertical paddle wheel flocculators (3 stages, 8 per stage) and all accessories and appurtenances (including, but not limited to, electric motors, shafting, safety guards, speed reducers, VFDs, and spare parts). These have been procured and are on-site.
- Installation of 24 concrete equipment pads

Conversion of Existing Building to an Electrical Room

- An old chemical tank room will be converted to the new electrical room and house the MCCs.
- Concrete work needs to be completed to bring the floor to the same grade as the existing pad for the old tanks.
- MCCs have been procured and are on-site and will be installed on the new concrete.
- Electrical, I&C, and water sampling lines need to run into the building through conduit in the new concrete.

Trenching for Electrical and I&C

- Electrical and I&C lines will run from existing junction boxes to the new electrical room.
- These lines will be underground and trenches must be dug primarily under dirt, but with some asphalt and possibly concrete.

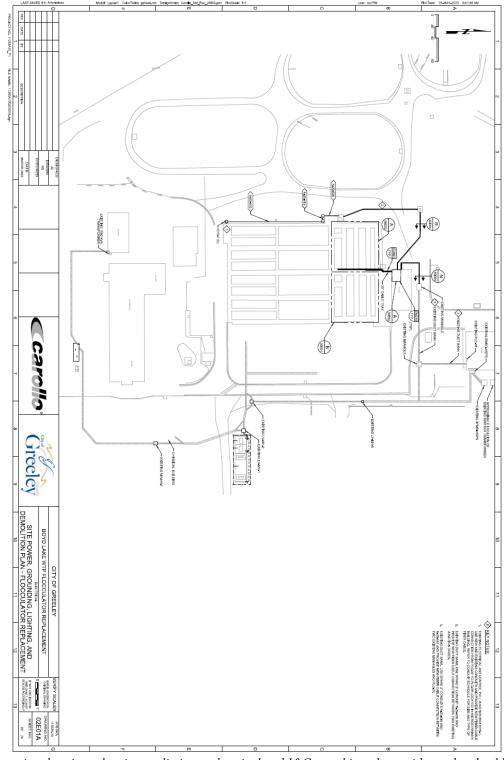
Installation of Overhead Cable Travs

- Electrical and I&C lines from the MCCs to the flocculators will run through new overhead cable trays that need to be procured and installed.
- The lights over the sedimentation basins currently run through conduit in the concrete. These will run through the new overhead cable trays as well.

All engineering drawings have been completed, major equipment has been procured, and electrical contractors are under contract.



Existing room that will be converted into new electrical room.



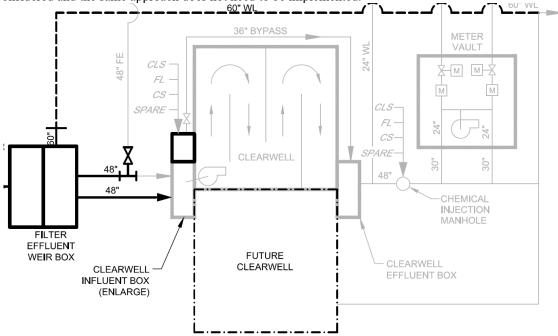
Engineering drawings showing preliminary electrical and I&C trenching along with overhead cable trays

ATTACHMENT B – WORK ORDER #2 – BASIC SCOPE, MAP OF PROJECT AREA, DETAILS

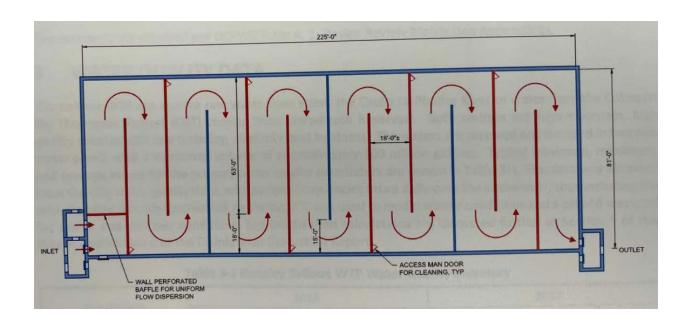
New 2 MG Clearwell at Bellvue Water Treatment Plant

Bellvue Water Treatment Plant is the City of Greeley's primary water treatment facility, with a rated capacity of 35 MGD, and runs year-round. The City of Greeley is working on improvements to increase the rated capacity to accommodate future demands. Adding a second two-million-gallon clearwell is the next phase of increasing the rated capacity. The City of Greeley is anticipating construction of the new clearwell beginning in 2024.

The new clearwell will be built adjacent to the existing two million gallon clearwell, as shown in the figure below. The new clearwell may use the same approach and share a wall with the existing clearwell; however, a variety of approaches will be considered and the same approach does not need to be implemented.



The existing clearwell dimensions are approximately 81-ft X 225-ft X 17-ft and is baffled, as shown below. The Pleasant Valley and Lake Canal runs along the southern side of the new clearwell site and the Poudre River runs along the northern side. Dewatering may be required during excavation and construction.



ATTACHMENT C – WORK ORDER #3 – BASIC SCOPE, MAP OF PROJECT AREA, DETAILS

Rehabilitation of Concrete and Effluent Channel Repair at Bellvue WTP

The Bellvue Water Treatment Plant has two water treatment trains. The older Bellvue North (BEN) train is typically offline during the Winter due to lower demands. While BEN is offline this Winter, the City of Greeley would like to investigate and repair concrete damage in the filter effluent channel, where aggregate is exposed. The concrete either needs to be rehabilitated and recoated or replaced entirely. An evaluation needs to be done to determine the best approach. In addition, the concrete filter channel also exists into a small clearwell. This small clearwell is only accessible through a standard-looking door. The door needs to be removed and a new hatch/entry point needs to be installed. It is very dangerous if you do not know the existing door opens into the chamber.