City of Greeley, Colorado
Contract Information

Other Relevant Information about Contract:

Project Name: 12th Street Storm Outfall – Phase 1B – Design Services

Bid Number: FD20-10-145

Vendor: ICON Engineering, Inc.

PO#: 20210020 **BUN/Account#/Project #:** 432.5800.58501.8229.000.0000.000

Contract Amount: $541,200.00

Project Manager: Andrew Fisher DocuSigned by: E700D8379B3B46A...

Department Reviewed: Karen Reynolds DocuSigned by: 694A5EA25B654EC...

Department Reviewed: Joel Hemesath DocuSigned by: DEE5C82E4EE9428...

Department Reviewed: DocuSigned by: B279BA428EFA48F...

4-16-2020

Order	**20210020**
Order Date	**12-JAN-2021**
Change Order	**0**
Change Order Date	**12-JAN-2021**
Revision	**0**
Ordered	**541,200.00 USD**

Ship To **1001 9th Avenue**
Greeley, CO 80631
United States
WELD
Notes USD = US Dollar

Supplier **ICON ENGINEERING INC**
7000 S YOSEMITE ST STE 120
CENTENNIAL, CO 80112

Customer Account Number	Supplier Number	Payment Terms	Freight Terms	FOB	Shipping Method
	27229	**Net 30**		**Destination**	

Confirm To	Deliver To Contact
Douglas Clapp	**Wendy Bethel**
Phone **1-970-350-9792**	E-mail**wendy.bethel@greeleygov.com**

Line	Item	Price	Quantity	UOM	Ordered	Taxable
1	12th Street Storm Outfall Phase 1B Design Services.	541,200.00	1	Each	541,200.00	

Charge Account 432.5800.58501.8229.000.0000.000

Total **541,200.00**

Pay terms net 30 days ARO

Email Invoice Address: COGAcctsPayable@greeleygov.com

Doug Clapp

Purchasing Manager

City of Greeley
Accounts Payable
1000 10th Street
Greeley, CO 80631

THIS DOCUMENT IS FOR THE PURPOSE OF ORDER CONFIRMATION, DELIVERY INFORMATION AND PAYMENT PROCESSING.

AWARD MEMO

DATE: January 4, 2021

TO: Doug Clapp, Purchasing Manager

THROUGH: Karen Reynolds, Stormwater Division Manager

FROM: Andrew Fisher, Project Manager

COPY: Wendy Bethel, Budget Analyst

PROJECT NAME: RFP FD20-10-145 12th Street Storm Outfall: Phase 1B Design Services Award

PROJECT DESCRIPTION:

The Stormwater Division is beginning the design of the 12th Street Storm Outfall, the project most highly recommended to be completed by the North Greeley and Downtown Storm Drainage Master Plan (2017). The first phase of this project - 12th Street Storm Outfall: Phase 1A – is currently under design. The next Phase, Phase 1B, includes design of 1400 LF of storm trunk line, a water quality pond, stream restoration, a storm outfall, and potentially neighborhood amenities including a Poudre Trailhead. The Stormwater Management Division requires a qualified Water Resources firm with experience with drainage design, water quality, and floodplain permitting.

BID RESULTS:

An RFP was released on October 21, and proposals were received on November 20 from five firms. Four individuals with various backgrounds, skills and interests in the project were selected to review the proposals as a diverse group of stakeholders. These personnel included the Stormwater Project Manager, a Stormwater Civil Engineer, the City's Water Quality Administrator, and a representative from the City's Natural Areas and Trails Division within the Community Development Department. Based upon review of the five proposals, the committee selected two firms for interview – ICON Engineering and Olsson. Interviews were held on December 10 with the review committee. At the conclusion of the interviews, the selection committee independently revised their scores utilizing the rubric dictated in the project RFP. No discussion took place between the committee after the interviews. These scores were reported and produced a unanimous recommendation of ICON Engineering as the preferred consultant. The average scores of the committee are attached for your reference for both the written and interview stages.

As a result of this recommendation, the City's Project Manager engaged the representatives from ICON Engineering in negotiations over the Project Scope, Fee and Schedule. ICON had provided four additional scope items as additional services in their original proposal. Three of these services were selected for inclusion in the project contract. The project tasks were restructured at the City's request, and the project schedule was adjusted. The new contract scope/fee and schedule are attached for your use and the basis of this contract.

The overall proposed fee for this contract is $541,200.00, which fits within the existing project budget.

PROJECT COST: $541,200.00

NOTICE TO PROCEED will be issued after contracts are executed with a completion date of September 30, 2022.

RECOMMENDATION:

The Department recommends awarding the contract to ICON Engineering, in the amount of $541,200.00. The cost of the Work will be paid from:

Accounting	Project Name	Project Number	Account Number	Total
432-1060-58501	12th Street Storm Trunk Line – Phase 1B	11121	8229	$541,200.00

Department Signatures:

Project Manager: DocuSigned by: DEE5C82E4EE9428...

Division Manager: DocuSigned by: E700D8379B3B46A...

DocuSigned by: 694A5EA25B654EC...

Date: 1/8/2021

EVALUATION OF PROPOSALS

PROJECT: 12th Street Storm Outfall - Phase 1B

DATE SUBMITTED: 12/11/2020

EVALUATOR'S NAME: Average Scores - Interviews

	Firm's related experience	Results of previous projects	Evaluation of qualificaitons of assigned personnel	Firm management QC, budgets & cost controls	Understanding of project & approach	Familiarity with local area	Ability to complete work in time frame etc.	Firm's proposed cost of services	**TOTAL**	**AVERAGE RANKING**
FIRM NAME	(1-25 points)	(1-10 points)	(1-15 points)	(1-5 points)	(1-30 points)	(1-5 points)	(1-5 points)	(1-5 points)	(100 points)	
ICON	24.3	8.8	14.8	4.5	29.8	5.0	4.8	4	95.75	1
Olsson	23.3	8.5	14.3	4.3	26.0	4.5	4.8	5	90.5	2

EVALUATION OF PROPOSALS

PROJECT: 12th Street Storm Outfall - Phase 1B

DATE SUBMITTED: 12/3/2020

EVALUATOR'S NAME: Average Scores - Written Proposals

	Firm's related experience	Results of previous projects	Evaluation of qualificaitons of assigned personnel	Firm management QC, budgets & cost controls	Understanding of project & approach	Familiarity with local area	Ability to complete work in time frame etc.	Firm's proposed cost of services	**TOTAL**	**AVERAGE RANKING**
FIRM NAME	(1-25 points)	(1-10 points)	(1-15 points)	(1-5 points)	(1-30 points)	(1-5 points)	(1-5 points)	(1-5 points)	(100 points)	
Anderson	21.8	7.0	12.3	3.8	18.5	4.3	4.8	5	77.25	4.5
Horrocks	21.3	7.8	12.8	4.0	26.8	4.0	4.0	1	81.5	3.25
ICON	24.0	8.8	14.3	4.0	28.3	5.0	4.8	4	93	1.25
Olsson	23.3	8.3	14.5	4.3	27.0	4.5	4.8	5	91.5	2
Stantec	22.0	7.3	12.3	4.3	25.8	2.8	4.5	3	81.75	3.75

*ICON and Olsson selected to interview based on scores

ICONENGINEERING

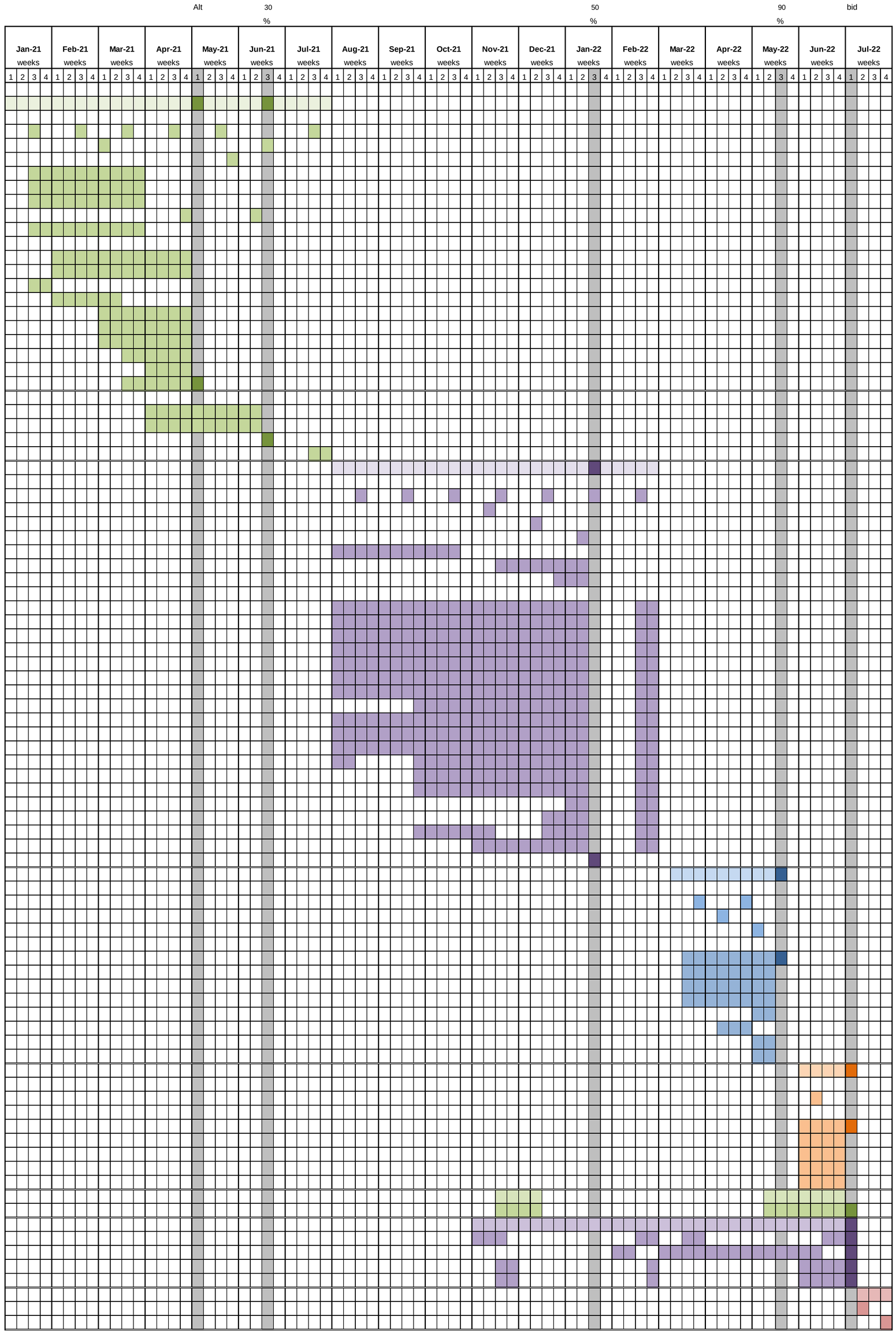
PROJECT ESTIMATING SHEET

ESTIMATED SCHEDULE

DESIGN/ PHASES

12th Street Outfall - Phase 1B

	Description
Task 1	**PRELIMINARY DESIGN**
1	Preliminary Design - General Design Services
1.1	- Progress Team Meetings & Conference Calls (6 meetings)
1.2	- City Departmental/Additional Coordination Meetings (2 Assumed)
1.3	- Public and Citizen Informational Meetings (1 Assumed) & Website
1.4	- Review Ex. Reports/Designs/Background Data/FEMA/Site Conditions
1.5	- Site Survey / Mapping
1.6	- Wetland, Cultural, TES Survey, Phase 1 Environmental
1.7	- QA/QC
1.8	- SUE (QLC/QLD)
2	Alternatives Analysis
2.1	- Storm Sewer Layout
2.2	- Water Quality Review and Alternatives
2.3	- Poudre River Site Assessments
2.4	- Restoration Alternatives
2.5	- Utility Conflict and Resolution - Sanitary Sewer
2.6	- Utility Conflict and Resolution - Water
2.7	- Utility Conflict and Resolution - Other Utilities
2.8	- Outfall Layout
2.9	- Cost Evaluations
2.10	- Alternative Selection, Decision Making, Vision Planning Report (5/7/21)
3	30% Design
3.a	- Design Development
3.b	- 30% Plan Preparation
3.c	- Submittal to City (6/18/2021)
3.d	- Address Comments
Task 2	**FIR 50% DESIGN**
1	50% Design - General Design Services
1.1	- Progress Team Meetings & Conference Calls (7 meetings)
1.2	- City Departmental/Additional Coordination Meetings (1 Assumed)
1.3	- CDOT Coordination Meetings (1 Assumed)
1.4	- Public and Citizen Informational Meetings (1 Assumed) & Website
1.5	- Geotechnical Investigation
1.6	- SUE (QLA/QLB, Potholes (Assume 15))
1.7	- QA/QC
2	50% Design
2.1	- Cover Sheet / General Notes / Survey Control Sheet
2.2	- Demolition Plan
2.3	- SWMP Plan
2.4	- Storm Sewer Plan & Profile Sheets (1" = 20') and Detail Sheets
2.5	- Water and Sewer Utility Adjustments and Detail Sheets
2.6	- Outfall Plan & Profiles (1" = 20')
2.7	- Outfall Channel Details
2.8	- Stream Restoration Design
2.9	- Roadway Restoration
2.10	- Water Quality Pond & Design Features
2.11	- Community Upgrade Design
2.12	- Planting and Landscape Plans
2.13	- Traffic Control Plan
2.14	- Utility Coordination
2.15	- Structural Engineering
2.16	- Final Hydrology & Hydraulics Analysis (Pipe)
2.17	- Determination of Quantities & Bid Schedule
2.18	- Cost Evaluations
2.19	- Initial Design (50% Submittal) - (1/21/2022)
Task 3	**FOR 90% DESIGN**
1	90% Design - General Design Services
1.1	- Progress Team Meetings & Conference Calls (2 meetings)
1.2	- City Departmental/Additional Coordination Meetings (1 Assumed)
1.3	- CDOT Coordination Meetings (1 Assumed)
2	90% Design
2.1	- Refinement of Construction Drawings (90% Submittal) - (5/20/2021)
2.2	- Utility Coordination
2.3	- Structural Engineering
2.4	- Determination of Quantities & Bid Schedule
2.5	- Cost Evaluations
2.6	- Develop Project Specifications / Special Conditions (as required)
2.7	- Prepare Project Design Report
2.8	- Utility Easements (3 assumed)
Task 4	**BID SET FINAL DESIGN**
1	Final Design - General Design Services
1.1	- Progress Team Meetings & Conference Calls (1 meetings)
2	Final Design
2.1	- Final Refinement of Construction Drawings (100% Submittal) - (7/8/2022)
2.2	- Finalization of Quantities & Bid Schedule
2.3	- Final Cost Evaluations
2.4	- Finalize Project Specifications / Special Conditions (as required)
2.5	- Finalize Project Design Report
Task 5	**FLOODPLAIN ENCROACHMENT ANALYSIS**
1	- Final Floodplain Hydraulic Analysis
Task 6	**APPROVALS AND PERMITS**
1	- CDOT Utility Permit
2	- COE 404 Permit
3	- Greeley Floodplain Development Permit
4	- Other Permits
Task 7	**POST-DESIGN SERVICES**
1	- Attend Pre-bid Meeting
2	- RFI & Question Responses



ICONENGINEERING

PROJECT ESTIMATING SHEET

DESIGN/ PHASES 12th Street Outfall - Phase 1B Description	ICON Engineering Contract Mgr. Principal Eng I $189 Hours	 Project Mgr. Prof. Eng III $169 Hours	 Ind. QC Principal Eng. II $189 Hours	 Prof. Eng. II $159 Hours	 Eng. I $108 Hours	 CAD/ GIS $105 Hours	 Misc. Direct Costs	Washburn Surveyors Direct Ex.	ERO Direct Ex.	Lithos Engineering Direct Ex.	SurvWest SUE Direct Ex.	SAN Eng. Direct Ex.	Kimley/Horn Direct Ex.	Valerian Direct Ex.	TOTALS
Task 1 PRELIMINARY DESIGN															**Task 1 Subtotal** **$168,420**
1 Preliminary Design - General Design Services															
1.1 - Progress Team Meetings & Conference Calls (6 meetings)	8	18		8			$400			$200			$250	$2,000	$8,676
1.2 - City Departmental/Additional Coordination Meetings (2 Assumed)	4	6					$75						$250		$2,095
1.3 - Public and Citizen Informational Meetings (1 Assumed) & Website	3	8		4		8	$125								$3,520
1.4 - Review Ex. Reports/Designs/Background Data/FEMA/Site Conditions	2	8		4	4										$2,798
1.5 - Site Survey / Mapping	1	6				12		$5,200							$7,663
1.6 - Wetland, Cultural, TES Survey, Phase 1 Environmental									$25,000						$25,000
1.7 - QA/QC			16												$3,024
1.8 - SUE (QLC/QLD)		2									$5,000		$500		$5,838
2 Alternatives Analysis															
2.1 - Storm Sewer Layout	4	8				18				$2,400					$6,398
2.2 - Water Quality Review and Alternatives		2		8	12	6								$8,120	$11,656
2.3 - Poudre River Site Assessments		2		18	12	4	$100								$5,016
2.4 - Restoration Alternatives		2		14	12	4									$4,280
2.5 - Utility Conflict and Resolution - Sanitary Sewer		2											$1,085		$1,423
2.6 - Utility Conflict and Resolution - Water		2											$1,000		$1,338
2.7 - Utility Conflict and Resolution - Other Utilities		2											$1,140		$1,478
2.8 - Outfall Layout		6			16	4									$3,162
2.9 - Cost Evaluations		4		12									$1,195		$3,779
2.10 - Alternative Selection, Decision Making, Vision Planning Report (5/7/21)	6	6					$50		$2,000					$15,000	$19,198
3 30% Design															
3.a - Design Development		32		6	36	44	$100					$3,500			$18,470
3.b - 30% Plan Preparation		16		8	32	30							$2,500	$13,100	$26,182
3.c - Submittal to City (6/18/2021)	8	8				2									$3,074
3.d - Address Comments		8			12	16	$24								$4,352
Task 2 FIR 50% DESIGN															**Task 2 Subtotal** **$229,989**
1 50% Design - General Design Services															
1.1 - Progress Team Meetings & Conference Calls (7 meetings)	10	21	0	10	0	0	$300			$600			$300	$2,740	$10,969
1.2 - City Departmental/Additional Coordination Meetings (1 Assumed)	2	3					$50						$300		$1,235
1.3 - CDOT Coordination Meetings (1 Assumed)		2					$10								$348
1.4 - Public and Citizen Informational Meetings (1 Assumed) & Website	3	8		4		8	$125								$3,520
1.5 - Geotechnical Investigation	1	4				2				$9,000					$10,075
1.6 - SUE (QLA/QLB, Potholes (Assume 15))		6				6					$32,600		$1,780		$36,024
1.7 - QA/QC			32												$6,048
2 50% Design															
2.1 - Cover Sheet / General Notes / Survey Control Sheet		2			4	4									$1,190
2.2 - Demolition Plan		4		12		12									$3,844
2.3 - SWMP Plan		2		4	16	8									$3,542
2.4 - Storm Sewer Plan & Profile Sheets (1" = 20') and Detail Sheets	4	24		24	80	40									$21,468
2.5 - Water and Sewer Utility Adjustments and Detail Sheets	2	12				12							$4,090		$7,756
2.6 - Outfall Plan & Profiles (1" = 20')	2	10		12	16	12									$6,964
2.7 - Outfall Channel Details		4		4	12	4				$7,500					$10,528
2.8 - Stream Restoration Design	2	8		20	33	16	$50		$1,000					$2,000	$13,204
2.9 - Roadway Restoration		8			16	16									$4,760
2.10 - Water Quality Pond & Design Features	6	16		24	32	20									$13,210
2.11 - Community Upgrade Design	4	12		6	16	16	$50					$8,000		$8,000	$23,196
2.12 - Planting and Landscape Plans		6			4	6								$21,610	$23,686
2.13 - Traffic Control Plan		4			16	12									$3,664
2.14 - Utility Coordination		4		2									$2,140		$3,134
2.15 - Structural Engineering	1	2				8						$8,500			$9,867
2.16 - Final Hydrology & Hydraulics Analysis (Pipe)		4		12	24										$5,176
2.17 - Determination of Quantities & Bid Schedule	1	4		2	6										$1,831
2.18 - Cost Evaluations		4		4											$1,312
2.19 - Initial Design (50% Submittal) - (1/21/2022)		12				12	$150								$3,438
Task 3 FOR 90% DESIGN															**Task 3 Subtotal** **$72,189**
1 90% Design - General Design Services															
1.1 - Progress Team Meetings & Conference Calls (2 meetings)	4	6		4			$200						$100	$1,000	$3,706
1.2 - City Departmental/Additional Coordination Meetings (1 Assumed)	2	3					$50						$200		$1,135
1.3 - CDOT Coordination Meetings (1 Assumed)		2					$7								$345
2 90% Design															
2.1 - Refinement of Construction Drawings (90% Submittal) - (5/20/2021)	12	40		32	90	67	$150			$1,100		$4,000	$3,000	$4,200	$43,321
2.2 - Utility Coordination		4		2									$2,140		$3,134
2.3 - Structural Engineering		2				8						$4,000			$5,178
2.4 - Determination of Quantities & Bid Schedule	1	2		2	4										$1,277
2.5 - Cost Evaluations		2		2											$656
2.6 - Develop Project Specifications / Special Conditions (as required)	4	24					$25			$400			$2,680		$7,917
2.7 - Prepare Project Design Report	1	2		18		2	$25								$3,624
2.8 - Utility Easements (3 assumed)		4				4		$800							$1,896
Task 4 BID SET FINAL DESIGN															**Task 4 Subtotal** **$25,106**
1 Final Design - General Design Services															
1.1 - Progress Team Meetings & Conference Calls (1 meetings)	2	3		2			$100						$100	$500	$1,903
2 Final Design															
2.1 - Final Refinement of Construction Drawings (100% Submittal) - (7/8/2022)	4	24		16	38	20	$100					$1,000	$1,600	$1,800	$18,060
2.2 - Finalization of Quantities & Bid Schedule		2			2		$25								$579
2.3 - Final Cost Evaluations		2		2											$656
2.4 - Finalize Project Specifications / Special Conditions (as required)	2	6								$200			$600		$2,192
2.5 - Finalize Project Design Report	1	2		6		2	$25								$1,716
Task 5 FLOODPLAIN ENCROACHMENT ANALYSIS															**Task 5 Subtotal** **$11,092**
1 - Final Floodplain Hydraulic Analysis		8		42	24	4	$50								$11,092
Task 6 APPROVALS AND PERMITS															**Task 6 Subtotal** **$27,249**
1 - CDOT Utility Permit		6		12		4	$15						$3,830		$7,187
2 - COE 404 Permit		2				4			$13,000						$13,758
3 - Greeley Floodplain Development Permit	2	4		12	8	4	$50								$4,296
4 - Other Permits	2	4		6											$2,008
Task 7 POST-DESIGN SERVICES															**Task 7 Subtotal** **$7,155**
1 - Attend Pre-bid Meeting	6	6					$100								$2,248
2 - RFI & Question Responses	4	16				6	$17						$400	$400	$4,907
TOTAL HOURS	**121**	**510**	**48**	**380**	**577**	**487**									**$541,200**
TOTAL COST	**$22,869**	**$86,190**	**$9,072**	**$60,420**	**$62,316**	**$51,135**	**$2,548**	**$6,000**	**$41,000**	**$21,400**	**$37,600**	**$29,000**	**$31,180**	**$80,470**	**$541,200**

January 8, 2021

sent via Email

ICON Engineering, Inc.
7000 S Yosemite St., Suite 120
Centennial, CO 80112

Re: 12th Street Storm Outfall: Phase 1B – FD20-10-145

Dear Craig Jacobson:

Attached, please find the contract for "Consulting/Professional Services" for the project referenced above.

Please sign the Contract and Section 00360, the Debarment/Suspension Certification Statement. Also, provide a complete Certificate of Liability Insurance, which includes Professional Liability, Automobile, and Worker's Compensation if applicable as stated in Article 10 of the contract. The Certificate of Insurance must be certified by your insurance agency and marked with the following:

1. Project Name in the Description Field of the Insurance Form
2. 10 Days Written Notice of Cancellation

Return the contract to me at your earliest convenience so that I can secure the necessary City signatures. A fully executed contract will be forwarded to you after all signatures are in place. If you have any questions, please call Doug Clapp at (970-350-9792.

Doug Clapp
Purchasing Manager
City of Greeley

CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES
12th Street Phase 1B Storm Outfall – FD20-10-145

1/20/2021

This Contract is made as of_____, by and between the City of Greeley, Greeley, Colorado, hereinafter referred to as the CITY, and ICON Engineering, Inc. authorized to do business in the State of Colorado, hereinafter referred to as the CONSULTANT, whose address is 7000 S Yosemite St., Suite 120, Centennial, CO 80112.

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 as outlined in the RFP solicitation document and received proposal.

More specifically, the scope of services is attached. The services of the CONSULTANT shall be under the direction of the Project Manager who has been designated by the Director of Public Works 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 September 30, 2022, 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 **$541,200.00**, which includes all direct charges, indirect charges, and reimbursable expenses stated in the attached document. The CONSULTANT will bill the CITY on a monthly basis or as otherwise provided for services rendered toward the completion of the Scope of Work. The amounts billed shall represent the sum of billable time (including overhead and profit) for labor hours expended plus any other allowable costs and expenses for services stated in the attached document. The CONSULTANT shall track expenditures and inform the CITY of any possible cost overrun prior to completing work that would overrun the maximum contract sum. The CITY may choose to increase the budget for the work using a mutually acceptable contract amendment or it may choose not to increase the budget and terminate the work accordingly.

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

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

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

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

ARTICLE 5 - TERMINATION

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

A. Stop work on the date and to the extent specified.

B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

C. Transfer all work in process, completed work, and other material related to the terminated work to the CITY.

D. Continue and complete all parts of the work that have not been terminated.

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

ARTICLE 6 - PERSONNEL

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

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

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

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

ARTICLE 7 – SUB-CONSULTANT

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

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

ARTICLE 8 - FEDERAL AND STATE TAX

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

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

ARTICLE 9 - AVAILABILITY OF FUNDS

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

ARTICLE 10 - INSURANCE

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

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

C. The CONSULTANT shall maintain, during the life of this Contract, professional liability insurance (errors and omissions) in the amount of $1,000,000 per occurrence to protect the CONSULTANT of claims for damages for negligent acts, errors or omissions in the performance of professional

services under this Contract, whether such acts, errors or omissions be by the CONSULTANT or by anyone directly employed by or contracting with the CONSULTANT.

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

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

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

ARTICLE 11 - INDEMNIFICATION

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

ARTICLE 12 - SUCCESSORS AND ASSIGNS

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

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

ARTICLE 14 - COLORADO LAW

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

ARTICLE 15 - CONFLICT OF INTEREST

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

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

ARTICLE 16 - EXCUSABLE DELAYS

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

Upon the CONSULTANT'S request, the CITY shall consider the facts and extent of any failure to perform the work and, if the CONSULTANT'S failure to perform was without its fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised

accordingly; subject to the CITY'S rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 17 - ARREARS

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

ARTICLE 18 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the CITY or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the CITY'S prior written consent unless required by a lawful order. All drawings, maps, sketches, and other data developed, or purchased, under this Contract or at the CITY'S expense shall be and remain the CITY'S property and may be reproduced and reused at the discretion of the CITY. The CITY shall indemnify and hold CONSULTANT harmless for any claim or liability arising from any use or reuse of the documents for any purpose other than the project and scope of work for which they were prepared.

ARTICLE 19 - INDEPENDENT CONSULTANT RELATIONSHIP

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

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

ARTICLE 20 - CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract and that 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 work for at least three (3) years after completion of this Contract. The CITY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CITY'S cost, upon five (5) days written notice.

ARTICLE 22 - NONDISCRIMINATION

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

ARTICLE 23 - SURVIVAL

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

ARTICLE 24 - ENTIRETY OF CONTRACTUAL AGREEMENT

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

ARTICLE 25 - ENFORCEMENT COSTS

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

ARTICLE 26 - AUTHORITY TO PRACTICE

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

ARTICLE 27 - SEVERABILITY

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

ARTICLE 28 - AMENDMENTS AND MODIFICATION

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

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

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

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

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

A. By signing this Agreement, the CONSULTANT certifies that at the time of the Certification, it does not knowingly employ or contract with any Illegal alien who will perform work under this Contract.

B. By signing this Agreement, the CONSULTANT certifies that it shall not knowingly employ or contract with any illegal aliens to perform work under this contract; nor enter into a contract with any sub-consultant that knowingly employs or contracts with an illegal alien to perform work under this contract.

C. CONSULTANT has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify program or the Colorado Department of Labor and Employment Program.

D. The CONSULTANT is prohibited from using the E-Verify program or the Department of Labor and Employment Program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed.

E. By signing this agreement the CONSULTANT affirmatively acknowledges that if the CONSULTANT obtains actual knowledge that a sub-consultant performing work under the public contract for services knowingly employs or contracts with an illegal alien, the CONSULTANT shall be required to:
(i) notify the sub-consultant and the contracting state agency or political subdivision within three days that the CONSULTANT has actual knowledge that the sub- consultant is employing or contracting with an illegal alien; and
(ii) terminate the subcontract with the sub-consultant if within three days of receiving the notice required pursuant to sub-subparagraph (i) of this subparagraph the sub-consultant does not stop employing or contracting with the illegal alien; except that the CONSULTANT shall not terminate the contract with the sub- consultant if during such three days the sub-consultant provides

information to establish that the sub-consultant has not knowingly employed or contracted with an illegal alien.

F. The CONSULTANT shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment.

G. The CONSULTANT shall, within twenty days after hiring an employee who is newly hired for employment to perform work under this contract, affirm that the CONSULTANT has examined the legal work status of such employee, retained file copies of the Documents required by 8 U.S.C. § 1324(a) , and not altered or falsified the identification documents for such employees. The CONSULTANT shall provide a written notarized copy of the affirmation to the CITY.

H. If CONSULTANT violates any provision of this Contract pertaining to the duties imposed by Subsection 8-17.5-102, C.R.S. the CITY may terminate this Contract. If this Contract is so terminated, CONSULTANT shall be liable for actual and consequential damages to the CITY arising out of CONSULTANT'S violation of Subsection 8-17.5-102, C.R.S.

I. By signing this Agreement, the CONSULTANT certifies that it shall in all respects comply with the provisions of C.R.S. § 8-17.5-101, et seq.

ARTICLE 30 – ELECTRONIC SIGNATURES

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

ARTICLE 31 FORCE MAJEURE

To the extent that either party is not able to perform an obligation under this Agreement due to fire; flood; acts of God; severe weather conditions; strikes or labor disputes; war or other violence; acts of terrorism; plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions; act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, or other cause beyond that Party's reasonable control, that Party may be excused from such performance so long as such Party provides the other Party with prompt written notice describing the condition and takes all reasonable steps to avoid or remove such causes of nonperformance and immediately continues performance whenever and to the extent such causes are removed.

ARTICLE 32 - NOTICE

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

City of Greeley
Andrew Fisher
Greeley, CO 80631

Ph: 970-350-9797
Email: Andrew.Fisher@GreeleyGov.com

and if sent to the CONSULTANT shall be mailed to:

ICON Engineering, Inc.
Craig Jacobson
7000 S Yosemite St.,
Centennial, CO 80112
Ph: 303-221-0802
Email: cjacobson@iconeng.com

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

City of Greeley, Colorado

Approved as to Substance

DocuSigned by:
Roy Otto
D93D100AE64B4E6...

City Manager-Roy Otto

ICON Engineering, Inc.

By

Craig D. Jacobson, Principal

Title

Reviewed as to Legal Form

OFFICE OF THE CITY ATTORNEY

DocuSigned by:
Stacy Lozada for
325325C78F4C432...

City Attorney-Doug Marek

Certification of Contract
Funds Availability

DocuSigned by:
John Karner
F8DCA83C0CBA494...

Director of Finance-John Karner

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) 967368507

Name of Organization ICON Engineering, Inc.

Address 7000 S. Yosemite Street, Suite #120, Centennial, CO 80112

Authorized Signature

Title Principal

Date 1/11/21

ICONENG-01 ERINB

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/11/2021

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

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

PRODUCER	CONTACT NAME: Beth Ficken
CCIG 155 Inverness Drive West Englewood, CO 80112	PHONE (A/C, No, Ext): (720) 212-2050 FAX (A/C, No): (303) 799-0156 E-MAIL ADDRESS: Beth.Ficken@thinkccig.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Hartford Insurance Group	22357
INSURER B : Pinnacol Assurance	41190
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

ICON Engineering Inc
7000 S Yosemite St #120
Centennial, CO 80112

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X		34SBAPD8771	1/30/2021	1/30/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 300,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			34SBAPD8771	1/30/2021	1/30/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			34SBAPD8771	1/30/2021	1/30/2022	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		4077567	2/1/2021	2/1/2022	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

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

Project: 12th Street Phase 1B Storm Outfall FD20-10-145

As required by written contract or written agreement, City of Greeley is included as Additional Insured on all required policies.

CERTIFICATE HOLDER

City of Greeley
1001 9th Avenue
Greeley, CO 80631

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/11/2021

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

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

PRODUCER Hall & Company 19660 10th Ave NE Poulsbo WA 98370	**CONTACT NAME:** Jim Ledbetter **PHONE (A/C, No, Ext):** 360-626-2019 **FAX (A/C, No):** 360-598-3703 **E-MAIL ADDRESS:** jledbetter@hallandcompany.com
	INSURER(S) AFFORDING COVERAGE — **NAIC #** **INSURER A :** RLI Insurance Company — 13056
INSURED 732 Icon Engineering Inc 7000 S Yosemite Street, Suite 120 Centennial CO 80112	**INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 604320856 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)**	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liab: Claims Made			RDP0038697	1/30/2020	1/30/2021	Per Claim Aggregate	$2,000,000 $2,000,000

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

Additional Insured Status is not available on Professional Liability Policy.
Project: 12th Street Phase 1B Storm Outfall FD20-10-145

CERTIFICATE HOLDER

City of Greeley
1001 9th Avenue
Greeley CO 80631

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Matthew L. Copus

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional Conditions:

A. If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

B. If this policy is cancelled by the company for non-payment of premium, or by the insured, notice of such cancellation will be provided within ten (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

City of Greeley Colorado

Public Works Department | Stormwater Management Division

RFP #FD20-10-145

12th Street Storm Outfall: Phase 1B—Outfall to 12th Street and Water Quality Pond

ICON ENGINEERING

November 20, 2020

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"ICON has a long history of teaming with the MHFD on a variety of project levels. Their strength comes from their experienced personnel, and ability to adapt their services to what each individual project requires. Their technical knowledge combined with their strong leadership skills makes ICON a strong choice."

David Bennetts, PE, CFM | Engineering Services Manager | MHFD

ICON ENGINEERING

PLANNING DESIGN MANAGEMENT

November 20, 2020

Doug Clapp
City of Greeley
1001 9th Avenue
Greeley, CO 80631

RE: Engineering Services for the 12th Street Storm Outfall, Phase 1B | RFP# FD20-10-145

Dear Mr. Clapp and Selection Committee Members:

Thank you for the opportunity to submit this proposal for the 12th Street Storm Outfall, Phase 1B project. This project is exciting as it represents the first phase in implementing the 12th Street Outfall, which we have visualized since the development of the North Greeley and Downtown Basin Master Plan in 2017. This project represents a keystone for improved drainage and water quality within the City, but also serves as a continuation of ICON's and the City's commitment to reducing flood risk in Greeley. When reviewing our proposal, please consider the following:

- ICON brings familiarity and knowledge in working with the City of Greeley, its staff, and the various City departments. Our management team, led by Craig Jacobson, Jaclyn Michaelsen, and Jeremy Deischer, have been working with the City continuously over the past six years on projects involving all aspects of stormwater, utility design, and floodplain management. Heather Seitz, Greeley's former Stormwater Manager joined ICON in 2019. Although working remotely, Heather's knowledge of the City and in particular, the Sunrise Neighborhood and past preliminary design work for the 1B project, will help jump start this project for us.
- ICON's past work includes development of the Downtown Basin Master Plan, drainage design in the Sunrise Neighborhood, and hydraulic models for the 12th Street Outfall . We are very familiar with the project site and can seamlessly apply our past work.
- Through work in Northern Colorado and with the Mile High Flood District (MHFD), our project team brings well rounded expertise, covering all aspects of this project, including stormwater design, water quality, stream restoration, and floodplain permitting. In addition, our team, and Project Manager, is familiar with steps to obtain DHSEM BRIC grants and can help the City navigate this process should the City pursue these in the future.
- Award Winning Project Design: ICON's Sanderson Gulch Channel Improvements project just won the 2020 CASFM Engineering Excellence award. We feel that 12th Street Outfall brings a similar potential in developing a creative and multi-objective solution. Our team is committed to making this a visible and successful project for the City.
- Project Partners: We recognize that our amazing subconsultants are always a key to our success. Our team will look beyond stormwater toward developing a true community amenity.
  - **Valerian** brings a long history working on projects with ICON such as the 7th Avenue stormwater project in Greeley and our Sanderson Gulch project identified above. Beyond landscape design, Valerian applies a balance of function and aesthetics to build a community asset beyond just stormwater.
  - **Kimley-Horn** will expand on their Phase 1A work to support ICON through utility coordination and water and wastewater design. This shared knowledge of the site reduces redundancy and adds collaboration and efficiency to this project.
  - **Lithos Engineering** and **ERO Resources** – Both firms bring familiarity working as part of our team, as well as at the project site from previous work on the initial preliminary design phase. Their expertise will be invaluable in evaluating subsurface risks, permitting, and construction requirements.

Our full project team is described in detail within our proposal. Although ICON is leading the charge, you will see that we are well supported from a staffing and capacity perspective. This should bring you comfort in knowing we are committed to this project's success for the City of Greeley. Please note that we do not have exceptions to this RFP, and we are in receipt of Addendums 1 and 2. Thank you for your time and we look forward to working with you on this important stormwater project.

Sincerely,

ICON Engineering, Inc.

Craig Jacobson, PE, CFM | Principal
cjacobson@iconeng.com | (303) 221-0802

Jaclyn Michaelsen, PE, CFM | Project Manager
jmichaelsen@iconeng.com | (970) 310-1547

B. USE OF SUBCONTRACTORS / PARTNERS

ICON's project team includes engineers and specialists with diverse and extensive backgrounds to cover the wide range of individual tasks associated with the 12th Street Outfall project. Our experience working with each one has proven to be successful in meeting schedules and budgets. Further discussion on individual subconsultant staff is detailed in ***SECTION E.***

Valerian, LLC
Landscape Architecture / Water Quality Planning

Since 1990, Valerian has developed a strong reputation as an industry leader for sustainable, creative and thoughtful landscape architecture and irrigation design for both public and private sector clients. They strive to create interesting and sustainable landscapes that connect people to the environment. Valerian has worked alongside ICON on numerous projects, most recently the award-winning Sanderson Gulch Channel Improvements project in Denver and the 7th Avenue Drainage Improvements project in Greeley. Valerian will support the project visioning, community integration, site restoration and water quality functionality on this project. Our goal is to use creativity to develop multi-objective solutions to address the stormwater outfall needs, water quality, and ensure the site can be used as an amenity for the Sunrise and Greeley community as a whole.

Kimley-Horn & Associates
Wastewater / Sewer / Utility Coord.

Kimley-Horn (KH) prides itself on local service and having the soul of a small firm, with the capabilities and expertise of one of the nation's premier planning and design consulting firms. With their local office just down the road from the City of Greeley, KH will support ICON with continued water and wastewater utility design, utility conflict coordination, and coordination with CDOT approvals. KH is already completing all of this for the Phase 1A portion, making this a logical, cost effective approach for Phase 1B. KH and ICON enjoy a history of collaborating on stormwater and roadway design projects.

Lithos Engineering
Geotechnical Engineering

Lithos focuses on geotechnical, tunnel, trenchless, and geological engineering and design services through innovative, collaborative, client focused consulting. Their expertise has helped the City produce great projects and manage construction risks throughout the years. Lithos has been a long-time contributor to ICON's projects in Greeley, including the 7th Avenue Drainage Improvements, Sunrise Drainage Improvements and the North Greeley & Downtown Master Plan. They truly understand the geologic character of the City, as well as how to work effectively as part of our team. Also, as part of the initial preliminary design team, Lithos has completed much of the work already on this project, making them a cost-effective partner.

ERO Resources
Environmental Engineering / Permitting

Throughout ERO's tenure, they have supported the City of Greeley on numerous projects, including environmental support for the Cache la Poudre Greenway Master Plan, permitting assistance for the Cache la Poudre River Ditch By-pass Structure, and multiple Phase I environmental site assessments. They also have an established, productive relationship with ICON, recently preparing documentation to support a categorical exclusion for the Tollgate Trail Extension project in Adams and Arapahoe Counties, and providing permitting support for the Mulberry Riverside Outfall project in Fort Collins. For this project, ERO will champion environmental permitting and Section 404 compliance, as well as baseline environmental studies, wetland delineation, T&E species documentation, and cultural resource tasks.

SurvWest
SUE Documentation / Compliance

With the passage of Senate Bill 18, Subsurface Utility Engineering (SUE) has become standardized for public infrastructure projects. SurvWest will complete Quality Level (QL) C&D utility investigations, QLB designating, and QLA test holes. SurvWest applies all of the latest designating methods and will work with our team to confidently understand hidden obstacles along the site.

Washburn Surveying
Surveying Services

Washburn Surveying will complete survey related tasks. Working with ICON, Washburn has proven to be a reliable and cost-effective partner on our many of our Northern Colorado design projects. In addition to survey, Washburn will confirm existing property boundaries and prepare easements as needed for the project.

San Engineering
Structural Engineering

SAN Engineering will provide structural design. SAN frequently supports ICON's projects and creative design solutions, including all past structural design for the City of Greeley.

C. MINIMUM MANDATORY QUALIFICATIONS

REQUIREMENT 1: *The Consultant shall have completed at least three (3) large urban storm drain outfall projects in the last ten (10) years.*

EXHIBIT A shows a partial listing of projects over the past 10 years with large urban storm drain outfalls and systems. Many of these are also detailed in *SECTION E* of this proposal.

EXHIBIT A: LARGE URBAN OUTFALL PROJECTS IN THE LAST 10 YEARS

PROJECT	YEAR	ENTITY	DESCRIPTION
Sanderson Gulch Channel Improvements and Outfall	2020	City & County of Denver / MHFD	Design of double 14'x8' and 12'x3' RCBCs converting to quad 16'x4' RCBCs with an open channel system. Project was designed to convey 4,500-cfs.
Jackson Street Storm Drain, Ph. 1	2020	City & County of Denver/ MHFD	Design of 3500LF system connecting to existing 14'x7' RCBC storm sewer. Installation of 126" HOBAS Pipe, 10'x8' RCBC and 120" RCP in urban area of Denver
Dahlia Storm Drain Outfall	2020	Adams County/MHFD	60"-72" RCP up to 25' deep through closed landfill & irrigation canal into detention pond
North Outfall, Phase 3	2020	City of Brighton / MHFD	48"-78" storm sewer with collection inlets to improve stormwater interception
7th Avenue Improvements: Storm, Sanitary, Water & Roadway	2018	City of Greeley	Design of drainage, sewer, water quality, roadway improvements for a multiphased and discipline project. Storm sewer ranged in size from 18" to 43"x68" HERCP.
Mulberry Riverside Storm Sewer Improvements	2018	City of Ft Collins	Inlet and storm sewer design, construction documents, railroad crossing coordination and outfall design for a 48" storm sewer
Nelson Street Drainage Improvements	2018	City of Lakewood	Inlet and storm sewer design, construction documents, irrigation ditch crossing, 1300 LF of 40" RCP
Josephine Storm Sewer	2018	Town of Milliken	Large flood protection project with storm drain ranging in size from 54" RCP to 3'x10' RCBC. Area contained extensive damages from the 2013 flood.
Sunrise Neighborhood Drainage Improvements, Phases I and II	2017	City of Greeley	Analysis and Design for 2 Phases of storm sewer systems and outfalls
Baranmor Ditch Outfall	2014	City of Aurora	Outfall channel and storm sewer including installation of triple 78" pipes for UPRR
Ridge Road	2013	Cities of Wheat Ridge and Arvada	Design and construction of 3600 LF of storm sewer ranging from 54" RCP to 8' x 7' RCBC

REQUIREMENT 2: *The Consultant's project manager shall have managed at least two (2) similar projects in the last ten (10) years.*

Jaclyn Michaelsen will serve as the Project Manager for this project and she has managed many similar projects as shown in ***EXHIBIT B.***

EXHIBIT B: PROJECT MANAGER'S SIMILAR PROJECTS IN THE LAST 10 YEARS

PROJECT	YEAR	ENTITY	DESCRIPTION
7th Ave Improvements: Storm, Sanitary, Wtr & Rdwy	2018	City of Greeley	Design of drainage, sewer, water quality, roadway improvements for a multiphased and discipline project. Storm sewer ranged in size from 18" to 43"x68" HERCP.
Poudre RiskMap Support	2020	City of Greeley	Review of proposed RiskMap Floodplain through Greeley. Review resulted in a LOMR that will be submitted in Jan., removing over 40 structures from the floodway, including the Rodarte Community Ctr.
NECCO Ponds and Backbone	2015	City of Ft Collins	Over 3 miles of storm sewer ranging in diameter from 24" to 4'x12' RCBC. Design includes a water quality pond that also functions as an open space. Project also included design of a 12" waterline, and a LOMR for the project that was approved in June 2020.
Garfield-Harrison Outfall	2020	City of Loveland	Phase I and II consists of approximately 2.5 miles of storm drain ranging in size from 18" to 60" RCP. Design includes creative water quality concepts prior to discharging in the Big Thompson River. Over 3000ft of waterline will also be replaced with this project.
Josephine Storm Sewer	2018	Town of Milliken	Large flood protection project with storm drain ranging in size from 54" RCP to 3'x10' RCBC. Area contained extensive damages from the 2013 flood.
ESDF Dam	2017	Town of Timnath	ESDF is a high hazard dam based on its height of 31ft and volume of 1,600ac-ft. Dam was designed to minimize the flow downstream in order to eliminate a spill on Boxelder Creek that floods the Town of Timnath. Jaclyn managed the H&H design for the dam and impacts to the floodplain (ie: LOMR).
Orchard Mesa Detention Pond	2017	Mesa County	Flood control pond involving a multi-functional detention pond. The pond contained an low flow area that treated the water prior to release into the Colorado River. The low flow area incorporated a vegetated wetland and educational features. Once filled, water would spill into a larger area that contained sod fields used for soccer, gatherings and dog competitions.
North College Drainage Improvements	2014	City of Ft Collins	Storm drain improvements along North College in Fort Collins. Project involved extensive utility coordination, drainage design, a large siphon, and design of a water quality pond adjacent to the Poudre.

C. Minimum Mandatory Qualifications

REQUIREMENT 3: ***The Consultant shall have a mix of project experience from both public sector and private sector projects that demonstrates a familiarity with the City of Greeley and Mile High Flood District policies and design standards.***

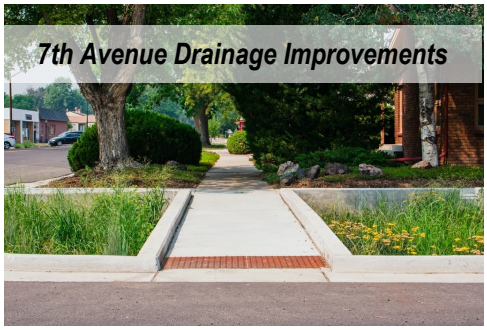
ICON brings decades of experience working with the City of Greeley and the MHFD. In the last five years alone, we have completed 12 projects for the City of Greeley, including two phases of the Sunrise Drainage Improvements, North Greeley and Downtown Master Plan, Sharktooth Basin Master Plan, 7th Avenue Drainage Improvements, Moon Pond Analysis, RiskMap Alternatives, and floodplain development permits, among other projects. We have been selected for the City's on-call program as well.

ICON's largest client in terms of water resource design assignments has been the MHFD, for whom we have completed well over 400 contracts over the years. Our assignments have included the entire range of services from H&H studies, master planning, design, storm drainage, surveys/mapping, construction maintenance and special studies. No other firm can match our volume of work for the MHFD. Within the MHFD, ICON also supports government agencies directly with stormwater design. As an example, one of our current projects, the Jackson Street Storm Sewer System has many similarities to the 12th Street outfall in that a 120-inch RCP/126-inch Hobas/10'x8' RCBC is being designed along 6 urbanized blocks in Denver. This project includes H&H analysis, storm sewer design, flood risk and inundation analysis, utility conflict resolution, coordination and crossings with CDOT highways, roadway redesign and outreach.

Our experience is not entirely related to public sector projects. Several projects have been completed for private sector entities or development focuses. This would include work for both the Universities of Colorado and Colorado State, as well as private organizations such as Miller Coors, the Conscience Bay Company and West Baseline Investors.

REQUIREMENT 4: ***Consultant shall have experience with alternative delivery methods as described in Section 2.e.i***

ICON has successfully engaged in design methods using Design-Build, the City of Greeley's Construction Management at Risk (CMAR) approach, and the City of Fort Collins's Alternative Product Delivery System (APDS). ICON has also participated in the MHFD Contractor Partnering system over 17 times in recent years which has proven to be helpful when reviewing constructability, adding value engineering, managing project costs, and minimizing construction risks. Contractor involvement early-on leads to an improved project approach, and completion of projects on time and on budget.



Recently, we used CMAR on the **7th Avenue Drainage Improvement** project in Greeley. J2 was engaged at 30% design through construction.

REQUIREMENT 5: ***The Consultant and Project Manager shall have managed at least one Letter of Map Revision, as approved by FEMA, in the last five (5) years.***

Projects with LOMR/CLOMR approval are highlighted in ***EXHIBIT C***. Over her career, Jaclyn Michaelsen has managed many floodplain modeling and CLOMR/LOMR projects including along Boxelder Creek for the ESDF, a high hazard dam project, located east of the City of Fort Collins. The project impacted 3 different major waterways and required changes to over 20 FIRM panels. Within the last year Jaclyn received LOMR approval from FEMA on the NECCO project (a flood protection project that also provided a storm outfall for the entire North College area in Fort Collins). Currently Jaclyn is managing the RISK MAP review for the City of Greeley which has resulted in flood mitigation projects for 35th Avenue, adjustments to the River Run floodplain, a LOMA for the Rodarte Center and a LOMR that will be submitted in January.

EXHIBIT C: LOMR/CLOMR EXPERIENCE (*indicates Project Manager Experience)

PROJECT	ENTITY	PROJECT DESCRIPTION
MHFD CLOMR/LOMR Reviews (2001-)	MHFD	Review & processing of CLOMR/LOMR applications (560+ cases reviewed)
Lena Gulch, Drainageway G	MHFD, Jefferson County	Hydraulic Analysis and FEMA LOMR
Johnson Habitat Park	MHFD, Denver	CLOMR/LOMR for Park Improvements and Stream Bank Restoration Design
CWCB RiskMap for Clear Creek Watershed	CWCB	Development of FEMA RiskMap Products for Clear Creek Watershed
Skunk Creek, Bluebell Canyon Creek, Kings Gulch	City of Boulder	Preparation of a LOMR For Multiple Streams in Boulder

EXHIBIT C: LOMR/CLOMR EXPERIENCE, Cont'd. (*indicates Project Manager Experience)		
PROJECT	**ENTITY**	**PROJECT DESCRIPTION**
First Creek Stream Restoration Design	MHFD	CLOMR/LOMR for Stream Restoration Design for First Creek at 56th Avenue
Beers Sisters Reservoir Rehabilitation	MHFD Jefferson County	CLOMR/LOMR for Dam Rehabilitation and Outlet Modifications
Fourmile Canyon Creek at Palo Park	MHFD, Boulder	LOMR for Stream Restoration Design at Palo Park
San Miguel River Floodplain Study	ERC	CLOMR for Stream Restoration Design on San Miguel River
Sanderson Gulch	MHFD, Denver	CLOMR/LOMR for Stream Restoration / Drainage dsgn. for rehab. improvements
East / West Fork Kenneys Run LOMR	City of Golden	LOMR for East / West Fork Kenny's Run
North of Boulder Creek CLOMR	CU-Boulder	CLOMR development for ongoing improvements along Boulder Creek
Nissen Channel Restoration	MHFD, Broomfield	CLOMR for Stream Restoration Improvements For Nissen Reservoir Channel
Dry Creek - NECCO CLOMR*	City of Fort Collins	CLOMR / LOMR preparation for multiple NECCO Projects
Goose Creek LOMR	City of Boulder	LOMR Preparation for Goose Creek Update
Coal Creek Stream Restoration	MHFD, Erie	CLOMR for Stream Restoration Improvements for Coal Creek
Boxelder Flood Control Improvements*	City of Fort Collins	CLOMR/LOMR for Major Stormwater Improvements in Boxelder Basins

D. COMPANY INFORMATION

ICON is a civil engineering firm serving primarily public sector clients for over 23 years. Our planning, design, and management of civil engineering projects is most notably expressed through ICON's stormwater and stream restoration, municipal engineering, and roadway design services. ICON's Planning-Design-Management approach provides full life-cycle services from concept through construction followed by long term maintenance and operation. This approach requires stability demonstrated by the many repeat contracts with our public sector clients.

Our technical expertise is well known throughout Front Range communities, and our resume includes a vast number of projects routinely completed for the City of Greeley, Mile High Flood District (MHFD), City of Fort Collins, Town of Milliken, Jefferson County, City and County of Broomfield, City of Thornton, SEMSWA, and the City of Boulder, to name just a few. The MHFD is a long time repeat client. In fact, according to them, we have completed more work directly for the MHFD than any other single consultant.

1. General Company Information

ICON Engineering, Inc.
7000 S. Yosemite Street, Suite 120
Centennial, CO 80112
(303) 221-0802
www.iconeng.com

Principals:

- Matthew Ursetta, PE
- Craig Jacobson, PE, CFM
- Troy Carmann, PE, CFM
- Aaron Bousselot, PE, CFM

2. Year Established

1997, providing consulting civil engineering services.

3. Pending Plans to Sell or Merge the Company

ICON does not have any pending plans to sell or merge the company

4. Comprehensive List of All the Services ICON Provides

For the past 23 years, ICON has managed contracts with dozens of local entities, both public and private, which has included a wide variety of services for both minor and major capital improvement projects, planning studies, and project review and management. We believe that our continuous work with these communities reflects ICON's strong commitment to making improvements within the state of Colorado. Below are the services ICON Engineering excels at providing our Clients.

- Flood Risk Management
- Hydrology & Hydraulics / 2D Analysis
- Floodplain Delineation
- Drainage Infrastructure
- Stream Stabilization
- Habitat Enhancement
- Flood Documentation, Damage Assessment & Recovery
- Stormwater Quality
- Master Planning and Civil Design
- Municipal Engineering
- Parks & Trails
- FEMA Map Revisions
- Benefit Cost Analysis
- GIS Inventory & Analysis
- Roadway Design

E. COMPANY & PERSONNEL QUALIFICATIONS

1. Customer Service Philosophy

Our foundation is based on a high level of customer service. Over the years, numerous cities, counties and agencies have established long term contracts with ICON to complete drainage related studies and designs. We bring the following attributes to each project:

Proven Capabilities

For over 20 years, the MHFD has selected ICON to complete drainage design services within the District's seven county region. *We have completed well over 450 drainage design contracts for the MHFD over this period of time.*

Innovation

We integrate state of the art techniques in our projects. Floodplain mapping projects routinely integrate the hydraulic analyses with GIS systems, as well as the use of 2-dimensional (2-D) modeling for complex areas. Our designs combine strong aesthetic appeal with functionality, meeting or exceeding the expectations of local citizens and project sponsors. ICON is a leader in the use of natural building materials, green infrastructure, bio-engineering and environmentally sensitive approaches to solving drainage problems.

Clear, Concise, Constructible Plans

ICON is proficient in producing projects that are efficient, easy to understand, and minimize risk, even in adverse conditions.

Award Winning Projects

Many of our projects have been recognized by regional and national organizations for engineering excellence. We are particularly proud of our CASFM Engineering Excellence Awards on Sanderson Gulch Channel Improvements in Denver, Goose Creek in Boulder and on Marston Lake North Tributary in Denver. We feel that Greeley's 12th Street Storm Outfall project has the potential to become an award-winning project in the coming years!

Sanderson Gulch Channel Improvements—Denver, CO

"Amazing! No other words; this structure exceeds all expectations. I had driven by it and it looked nice, but having stopped and walked around this new facility, I am truly amazed at how beautifully designed this space is, as well as the "natural" stream channel leading to it. Thank you so much for putting this level of effort into this. It makes a big difference in our City."

Gordon Robertson
Director
Planning, Design and Construction
Parks and Recreation
City and County of Denver

2. ICON's Related Experience

Stormwater Infrastructure Design Services

ICON has established long term contracts with many Front Range municipalities to complete drainage related design improvements. Our design services include a full range of solutions, including open channel and stabilization improvements, drop structure design, channel rehabilitation and wetlands, stream restoration, conduits and storm sewers, water quality planning and design, green infrastructure, detention ponds, jurisdictional dams, and trenchless installations such as pipe boring/jacking/tunneling improvements.

Natural stream design techniques are often incorporated into ICON's design projects. With staff trained in geomorphology, Rosgen field methods, and the local MHFD Stream Academy, we can balance our approach with the challenges at hand.

ICON has also established itself as a leading innovator in stormwater infrastructure design including the use of wetlands, detention ponds with water quality inlets and infiltration systems, storm sewer manholes designed for solids removal, onstream degritting structures, and our unique level spreaders. Our design experience includes stormwater management, best management practices, and erosion and sediment control. Many of these designs have required innovative concepts to meet site-specific design criteria. ICON has emphasized the use of state-of-the-art techniques that we think provide clients with the most effective designs possible.

Stream Restoration

ICON's expertise includes stream geomorphology, which focuses on sediment transport and natural stream design function. Geomorphic principals are inherent to our restoration planning and design projects. ICON has completed several studies

E. Company & Personnel Qualifications

and projects related to stream stability and sediment transport challenges where restoration activities provide a balance of geomorphic design, sediment transport, and ecological diversity.

Hydrologic & Hydraulic Modeling

ICON remains on the forefront of new techniques and applications within our hydrologic and hydraulics modeling. Many of our newer studies have incorporated CUHP2.0 and NOAA Atlas 14, along with EPA-SWMM models as primary tools for rainfall-runoff simulations. In most cases, CUHP 2.0 has integrated seamlessly, and has removed the need for further model calibration.


Kimmer Plaza Pond—Lone Tree

From a hydraulics perspective, ICON continues to integrate state-of-the-art applications through the use of steady state, unsteady flow, and 2D and GIS integrated HEC-RAS modeling. We also bring firsthand knowledge working with FLO-2D, SRH2D, and StormCAD. Our work with 2D models have supported FEMA map revisions, as well as the identification of basin-wide flood risk, particularly within urban watersheds where flow paths are less defined (ie: Greeley, Fort Collins, Lyons, Denver).

From a FEMA map revision perspective, we have found it to be most effective to use the 2D models to supplement 1D floodplain mapping, such that floodplains and floodways are still defined using traditional methods. This makes model use and map maintenance more efficient in the future.

Floodplain Permitting, LOMR/CLOMRs

ICON's experience with floodplain mapping and modeling studies is extensive, not only in Greeley, but throughout Colorado and the Western/Midwestern portions of the United States. Given our past work for the City, we are very familiar with the City's requirements. We also have had opportunities to interact and assist local floodplain administrators with decisions related to floodplain maps and regulatory changes.

Through a contract with the MHFD, and funded through a first-of-its-kind demonstration contract with FEMA, for the past 19-years, ICON has performed services similar to that of FEMA's current Production and Technical Services (PTS) contractor. Work efforts include providing technical reviews and processing of all LOMRs and CLOMRs submitted within the six-county boundary of the MHFD. Work under this contract has also required that ICON become efficient in producing all of FEMA's map revision deliverables and file system. Over 560 map revisions have been completed through this contract. ICON also prepares submittals for individual LOMR/CLOMR projects on the order of nine or more per year.

GIS & Public Outreach

Cutting edge technology is common to ICON's current planning studies. In fact, our recent projects for the City of Greeley have served as examples as to how ICON's master plan can be fully compatible with GIS attributes. We often integrate the master plan using a web interface for user interaction and future updates.

At the onset of this project, we will establish a project website to provide general project information, highlight upcoming events and meetings, and collect contact information for interested stakeholder groups and individuals. Our project team will have an opportunity to engage the public prior to presenting the plans in a public forum. We believe that these tools will be beneficial in spreading the word and achieving interest and support for the planning study. Also note that members of ICON's staff are bilingual and can assist in Spanish translation of these engineering concepts for outreach materials or during public workshops.

3. Previous Project Experience

7TH AVENUE DRAINAGE IMPROVEMENTS—Greeley

The 7th Avenue project was an area previously studied in the 2017 North Greeley and Downtown Storm Drainage Master Plan prepared by ICON. The master plan identified undersized storm drain infrastructure throughout the basin, including local drainage problems along 7th Ave. The new system consists of storm sewer ranging in size from 18" concrete pipe to 43" x 60" horizontal elliptical pipe, with 21 inlets to collect the 10-year event. The existing system at 13th St. had inadequate capacity, therefore, restrictions were designed to reduce the flows entering into the system to match existing capacity. A parallel sanitary sewer and a new waterline were designed along with the storm drain improvements. Also includes a new roadway design from 16th St. to 13th St. and incorporates BMP water quality through bulb-outs rain gardens at intersections. ICON prepared technical specifications and construction documents, as well as assisted the City with on-call construction management duties. This project was completed on time and within budget.

Reference: Andrew Fisher, PE, CFM | City of Greeley | (970) 350-9797
andrew.fisher@greeleygov.com

Key Staff: Craig Jacobson, Jaclyn Michaelsen, Jeremy Deischer and Jacob Marquez (Subconsultants included Lithos, Valerian and San Engineering)

Status/Results: Completed in 2019

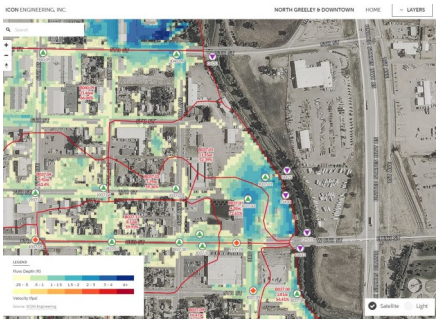
E. Company & Personnel Qualifications

SUNRISE NEIGHBORHOOD DRAINAGE IMPROVEMENTS—Greeley

ICON began work on these improvements in 2015 with a hydraulic and hydrologic evaluation of the Sunrise Neighborhood, including baseline data collection, SWMM 5.0 modeling, capacity evaluation of existing drainage infrastructure, and alternatives analysis. We then performed final design of separate outfall systems along 11th Street and 9th Street, including a new outfall to the Cache La Poudre River. ICON prepared technical specifications and construction documents, and assisted the City with construction management duties. The contractor was selected through a competitive selection process; and local utility protection and relocation was required on this project.

Reference: Andrew Fisher, PE, CFM | City of Greeley | (970) 350-9797 | andrew.fisher@greeleygov.com
Key Staff: Craig Jacobson, Jeremy Deischer, and Heather Seitz (Subconsultants included Lithos & San Engineering)
Status/Results: Construction completed in 2017

NORTH GREELEY & DOWNTOWN DRAINAGE MASTER PLAN—Greeley



The development of this stormwater master plan included an updated hydrologic evaluation of complex urban runoff for the City. This urbanized five square mile watershed had no well-defined major drainageway and storm runoff generally conveyed overland through the downtown area. One of the primary goals for this master plan was to separate storm flows from the Greeley No. 3 Canal. Alternatives were developed to, at a minimum, provide storm drainage capacity meeting current city criteria and solutions to reduce flooding on insurable structures. Alternatives were evaluated using a benefit-cost analysis of over 5,000 structures. The selected plan was refined to a 20% design level with this 12th Street Outfall identified as the highest priority project.

Reference: Andrew Fisher, PE, CFM | City of Greeley | (970) 350-9797 | andrew.fisher@greeleygov.com
Key Staff: Craig Jacobson, Jeremy Deischer, and Heather Seitz (Lithos was a subconsultant)
Status/Results: Completed in 2017

MULBERRY RIVERSIDE STORMWATER IMPROVEMENTS—Fort Collins

This project improved overall drainage capacity and reduced the effects of flooding up to a 25- to 50-year level of protection. In general, this project includes the following improvements: (1) extension of the existing 48" RCP located in Myrtle Street, north on Cowan Street to Mulberry Street; (2) new inlets and laterals along the existing 24" storm sewer located north of Mulberry Street; (3) addition of inlets along the existing 48" RCP in Myrtle at Endicott and Lesser Streets; (4) improvement of the existing outfall in the Springer Natural Area.

Reference: Jason Stutzman | City of Fort Collins | (970) 221-6212 | jstutzman@fcgov.com
Key Staff: Craig Jacobson, Kent Barringer, Jaclyn Michaelsen and Jeremy Deischer (Subconsultants included Lithos and ERO)
Status/Results: Construction completed in 2019

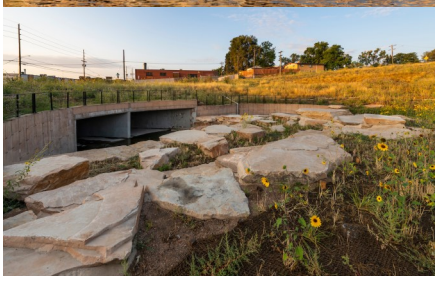
STANLEY MARKETPLACE WATER QUALITY POND—Aurora & MHFD

ICON Engineering collaborated with Stream Landscape Architecture to develop a vision plan for Westerly Creek adjacent to the Stanley Marketplace. This study, originally focused towards a single-function water quality facility, developed a holistic vision of a multi-beneficial solution that expanded the regional water quality capacity in addition to other amenities for the Westerly Creek corridor, including stream restoration opportunities, reduction of flood hazard areas, and a balance of needed recreation and trail amenities.

Reference: Clint Weisz | Aurora Water| (720) 859-4337 | cweisz@auroragov.org
Morgan Lynch | MHFD | (303) 455-6277| mlynch@udfcd.org
Key Staff: Craig Jacobson and Jeremy Deischer
Status/Results: Study completed in 2019; Est. Final Design Completion 2021

E. Company & Personnel Qualifications

SANDERSON GULCH CHANNEL IMPROVEMENTS—City & County of Denver, MHFD

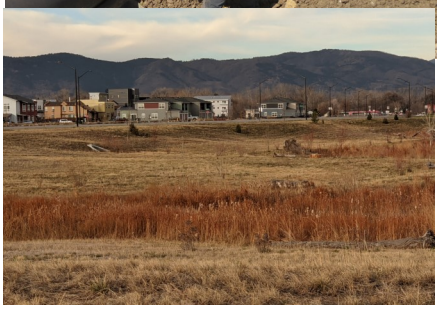


Sanderson Gulch, near the confluence with South Platte River, is a highly urbanized channel in a narrow corridor adjacent to commercial properties. The existing channel, railroad bridge and culverts had inadequate capacity for major storm conveyance. The goals of the FEMA grant funded project were to increase channel and culvert capacities; remove properties from the floodplain; and incorporate natural channel design elements to the system to improve ecology and stream health.

ICON assembled a diverse design team to handle the unique challenges of this project. The initial study included an extensive alternatives analysis and hydraulic modeling to determine feasible options for the anticipated peak discharges. Work also included a thorough existing site evaluation, reference reach observations, bankfull and shear stress analyses, geomorphic study and natural channel design approaches. The final design included a complex system consisting of low flow culvert and channel, that sit overtop the high flow culverts. There is also a water quality vault for base flows and distinctive stacked slabstone boulder drop structures for grade control. Other project elements include roadway realignments, major utility relocations, trail expansion and a specialized revegetation and planting plan.

Reference: Andy Stewart, PE, CFM | City of Arvada (formerly w/City of Denver) | (720) 898-7000 | astewart@arvada.org
Barbara Chongtoua, PE | MHFD | (303) 445-6277 | bchongtoua@udfcd.org
Key Staff: Aaron Bousselot, Cole Cerise and Ben Smith (Subconsultants included Valerian and San Engineering)
Status/Results: Design Completed in 2019; Construction completed in 2020

NORTHEAST COLLEGE CORRIDOR OUTFALL—Fort Collins



This project began as a master plan study for flood and storm sewer projects in North Fort Collins in the Dry Creek basin. The project entailed design of drainage alternatives, engineering analysis and design, hydrology and hydraulic analysis, reviewing existing utility conditions and functionality, and detailed preliminary design of North College/Lemay Channel Drainage Improvement Project. The study resulted in the NECCO storm sewer project, including the design of over 4,000 ft of large diameter storm sewer system ranging in size from a 54-in circular culvert to a 4ft x 12ft box culvert. There are two ponds on the project, a 38 ac-ft water quality/regional detention pond and an 80 ac-ft regional detention pond. This project eliminates the overtopping of Vine Drive in a 100-year event, coordinates with the future realigned Vine Drive, provides a storm sewer outfall for the area, and minimizes wetland impacts. ICON was responsible for the CLOMR and LOMR through City of Fort Collins and FEMA; Jaclyn, while with Ayers Associates, managed the Master Plan Update and NECCO portion of the design.

Reference: Beck Anderson | City of Fort Collins | (970) 221-6682
banderson@fcgov.com
Key Staff: Jaclyn Michaelsen and Craig Jacobson
Status/Results: Design & Construction completed in 2019; LOMR in 2020

POND W-1 at CENTENNIAL AIRPORT—Centennial

ICON completed the final design of detention and water quality improvements at Pond W-1, located at Centennial Airport, adjacent to County Line Road and the Airport's east-west runway. The Pond W-1 design incorporated up to 105 acre-feet of detention storage to manage runoff from future development in the watershed. 16 acre-feet of volume was also included for water quality in the pond at the controlled outlet, and forebay systems. In anticipation of changes in base flow from upstream development, the pond was designed with an adjustable plate system within the outlet works. Given this pond was located on Centennial Airport property, it was required that the pond be designed to FAA standards regarding drain time and open water elements. ICON also developed an inspection and maintenance plan for the pond.

Reference: John Nelson | SEMSWA | (303) 967-0252 | jnelson@semswa.org
Key Staff: Craig Jacobson
Status/Results: Construction completed in 2011

E. Company & Personnel Qualifications

BARANMOR DITCH, REACH 6—Aurora, CO

This project was initiated by the Aurora Water Capital Projects Division for preliminary engineering, site and infrastructure planning, final design and construction services. The design provides a drainage conveyance system consisting of storm sewer pipes, open channels and a large (10'x6') pre-cast box culvert conveyance system over 1,200 feet long to direct storm flows from north of Smith Road under I-225, crossing a UPRR and the RTD FasTracks light rail that was being built consecutive to the Baranmor Ditch. The project required extensive coordination with the UPRR and RTD, in addition to crossing three high pressure Conoco Phillips gas lines. . ICON worked with the City along with subconsultants to complete a Value Engineering analysis to utilize a Tunnel Boring Machine (TBM) specifically designed for this crossing. This project was presented at the NASTT's 2015 No-Dig Show in Denver.

Reference: Clint Weisz | Aurora Water | (720) 859-4337 | cweisz@auroragov.org
Key Staff: Craig Jacobson and Kent Barringer
Status/Results: Construction completed in 2016

S. PLATTE RIVER BANK STABILIZATION NORTH OF I-270—Adams County, CO

This project was completed for Adams County Open Space and the MHFD as part of their South Platte River Program. Located adjacent to 64th Avenue in Adams County, the site suffered from severe bank and channel erosion along the South Platte River. For these types of projects ICON and the District have developed a somewhat standard bank protection section, which basically uses Type L Riprap at a 2:1 to 2.5:1 slope, toed in below the channel thalweg 5 vertical feet. This incorporates a softer, "green" approach by using soil lifts constructed with coir rolls and coconut blanket, providing natural erosion protection/restoration.

Reference: Steve Materkowski | MHFD | (303) 455-6277 | smaterkowski@udfcd.org
Key Staff: Aaron Bousselot and Tyler Rosburg
Status/Results: Construction completed in 2018

4. Qualifications of Assigned Personnel

ICON has a total of 32 employees including 14 registered Professional Engineers and 9 Certified Floodplain Managers, with additional support engineers, GIS specialists, CAD technicians, and administration personnel to support our work. After the **organizational chart** and ***EXHIBIT D: HIGHLIGHTS OF KEY PERSONNEL***, please find a detailed resume for each key staff member starting with a brief description of their role on this project.

5. Qualifications of Subcontractors

ICON has worked with all of the subconsultants on our team on past assignments. Their key personnel resumes can be found at the end of this section after ICON's. The table on the right shows the estimated time spent on this project.

SUBCONSULTANT	ROLE	% OF
Valerian	Landscape Architecture	20%
Kimley-Horn	Water / Sewer / Utilities	20%
Lithos Engineering	Geotechnical Engineering	10%
ERO	Environmental	5%
SurvWest	SUE Services	10%
Washburn Surveying	Surveying	5%
San Engineering	Structural Engineering	10%

6. Budget & Cost Control

ICON's staff strives to complete projects on schedule and within predetermined budgets. Bringing a project in on schedule begins with recognizing that certain elements are usually on the critical path and demand a systematic approach to keep a project going forward. Our experience has taught us that if you stay on schedule, that generally correlates with meeting the budget.

By setting acceptable and realistic expectations and goals, we can provide the level of service that the City of Greeley should expect and can count on for this project. A comprehensive sequential task schedule is prepared which identifies what stages require checklists and milestone for schedule and budgetary constraints, and who will be responsible for the reviews. The sequential task schedule we create will be broken down into detailed tasks and manpower needs.

ICON continues to strive to improve client communication and project delivery. Over the past several years, we have integrat-

E. Company & Personnel Qualifications

ed new systems to track project schedules, costs, and progress real-time. We conduct in-house progress meetings with all involved personnel on a weekly or bi-weekly basis. Actual progress on a particular assignment is compared to the budget figure by plotting current expenses against the allocated task man-hours. Reasons for variance, if any, between actual and anticipated progress are then discussed with the objective being to manage the variance.

7. Quality Assurance / Quality Control

In the interest of continual process improvement, our senior staff regularly evaluates our QA/QC process. Our goal is always to raise the bar even higher on the quality of products our clients receive. As part of Quality Control, we use checklists, engineering judgement and common sense in our reviews. Staff learn new production techniques as necessary, after action reviews promote group development, and they make every effort to resolve issues as efficiently as possible when brought to their attention.

For their part in Quality Assurance, our leadership provides regular training for staff, routine upgrades to hardware and software, and promotes time and budget to support the QC process. The company as a whole is utilizing new tools to improve 360-degree communication, from Teams meetings to Bluebeam review comments. For each project, management or a senior design staff member will be assigned responsibility for QC reviews prior to milestone deliverables.

Throughout this project, the Quality Control will begin with the Project Manager, Jaclyn Michaelsen. Quality Assurance will be performed by Craig Jacobson as part of his involvement directing the project. Independent QA/QC will be performed by Matt Ursetta, ICON's President of key deliverables. The City will receive copies of all our review documents such as checklists and Bluebeam / PDF comments.

E. Company & Personnel Qualifications

EXHIBIT D: HIGHLIGHTS OF KEY PERSONNEL

KEY STAFF & ROLE	EXPERIENCE & STRENGTHS	FIRM
CRAIG JACOBSON, PE, CFM Contract Manager/ Project Dir.	Craig has 24-years of experience in water resource engineering in the Rocky Mountain Region, including design of public sector infrastructure, flood mitigation, drainage improvement, floodplain delineation, master planning, water quality, and design of stabilization and restoration improvements along rivers and major drainageways. He has worked with the City of Greeley for several years, including 7th Avenue, Sunrise Neighborhood, RiskMap and North Greeley & Downtown Master Plan, among other projects.	ICON
MATT URSETTA, PE Independent QA/QC	As the President of ICON, Matt will draw from his 37 years of experience to provide Independent QA/QC on this project.	ICON
JACLYN MICHAELSEN, PE, CFM Project Manager	Serving as Project Manager for this contract, Jaclyn brings 19 years of expertise in hydraulic engineering, focusing on master planning and design of drainageway and stormwater projects used for flood mitigation. For the City of Greeley, she has managed ICON's efforts for a multi-phased design of stormwater, sanitary, waterline, and roadway improvements along 7th Avenue, as well as ICON's evaluation of the new FEMA RiskMap. She works in Fort Collins, CO within 30 miles of the City of Greeley's office.	ICON
KENT BARRINGER, PE Drainage Design Lead	With four decades of consulting experience, Kent has served as the primary design engineer on numerous stormwater projects throughout Colorado, and has an extensive resume in working with landscape architects on a variety of projects. Kent supplements his engineering background with his trained artistic skills. His award winning designs on Goose Creek in Boulder and Marston Lake North Park in Denver attest to his ability to blend aesthetic considerations with engineering functionality.	ICON
AARON BOUSSELOT, PE, CFM **TYLER ROSBURG, PE, CFM** Stream Restoration	Aaron (19 years of exp.) and Tyler (9 years of exp) both bring their expertise in Stream Restoration to the project team. Aaron recently managed the award-winning Sanderson Gulch Channel Improvements project—an urban channel rehabilitation project featuring water quality, drop structures, and complex culverts. Tyler has a passion for geomorphology, stream restoration design, and sediment transport modeling	ICON
JEREMY DEISCHER, PE H&H Lead	Jeremy has 9 years of experience and his projects have included developing hydrologic and hydraulic models using geo-referenced data, creating the ability to seamlessly transition between the modeling program and a GIS interface. He has extensive experience working with the City of Greeley including 7th Avenue, Moon Pond, Sunrise Neighborhood, North Greeley & Downtown Master Plan as well as all technical work for the 12th Street BCA.	ICON
HEATHER SEITZ, PE, CFM Client Liaison	As the former Stormwater Engineer and Manager for the City of Greeley, Heather managed Capital Improvement Projects in the 28th Avenue Basin and the future Downtown Greeley Master Plan Implementation. When Heather worked with ICON as a client in the past, Heather supported and managed projects including the Sunrise Stormwater Improvement project and the North Greeley and Downtown Master Plan. Heather will support this contract through providing local area knowledge and project outreach input.	ICON
CASSIE KASLON, PLA, ASLA Landscape Architecture	Cassie played an integral part in the success of both the Sanderson Gulch Drainage Improvements project in Denver and 7th Avenue Water Quality installations in Greeley. She will bring her unique eye in Landscape Architecture and Planning to this project.	VALERIAN
EMILY MAGNUSON, PE Water / Sewer / Utilities	Emily is currently the Technical Lead on the 12th Street Storm Outfall Phase 1A for the City of Greeley. She will help the team seamlessly transition from Phase 1A to 1B and add value by reducing the timeline	KIMLEY-HORN
ROBIN DORNFEST, PG, CPG Geotechnical Engineering	Robin has worked on several projects in the Greeley area and numerous with ICON—including the drainage improvements for 7th Avenue and the Sunrise Neighborhood. With 21 yrs of experience, he specializes in engineering geology and geotechnical engineering as they relate to water and wastewater, oil and gas, transportation, and water supply and irrigation.	LITHOS

F. APPROACH TO SCOPE OF WORK

Background

The 12th Street Outfall represents a keystone in alleviating drainage problems in the North Greeley and Downtown Basin (NGDB). Over time, this watershed developed with little consideration to stormwater conveyance or water quality. Of the drainage infrastructure that does exist, much of it is undersized, with less than a 2-year capacity, below Greeley's standards. The watershed is prone to frequent flooding, three flood events have occurred since 2001. The 12th Street Outfall will serve as the primary outfall for storm flows up to the 10-year event. The stormwater importance of this project is clear, but it also represents a significant financial investment and visible City commitment to flood risk mitigation.

Although the full benefits of the system will not be realized until later phases, this project will provide a moderate intermediate improvement to existing storm drain capacity near 2nd Avenue and 13th Street, in addition to providing water quality for the current contributing basin. Most importantly, this project phase is needed for the upstream watershed connections as an appropriately sized outfall does not exist. In 2018, the City contracted HDR to complete the preliminary design and while there are some revisions, the preliminary design did a good job in advancing feasibility, updating cost estimates and developing a phasing strategy for the system. Most importantly for Phase 1B, the preliminary design identifies elevation targets such that future phases can be constructed, particularly crossings with the Great Western/Union Pacific Railroad where grades cannot change.

Since 2018, ICON has assisted the City in updating benefit-cost evaluations for the project to further confirm cost effectiveness and generate data supporting future grant applications. These analyses, as well as our other past work in the Sunrise Basin will serve as a starting point for hydrologic and hydraulics in Phase 1B. Concurrent with this project, the City is working with Kimley-Horn (KH) to complete water and wastewater relocations ahead of the stormwater improvements. ICON is a member of the KH team to help provide quality assurances related to the future stormwater need. Following a similar model, we are proposing to use Kimley-Horn on Phase 1B for quality assurances related to the water and sanitary utilities. This teaming combination will add efficiency and cost effectiveness between both projects and significantly lessen the communication burden to the City.

ICON proposes to address the project goals as detailed by the City's RFP:

- Coordinating risks and conflicts with 12th Street Outfall Phase 1A – *With KH as the Phase 1A designer AND our utility coordination team ensures this will be done effectively!*
- Produce a constructible plan set that is cost effective – *Our project management and client liaison staff truly understand the City's expectations for delivering quality projects.*
- Minimize operations and maintenance challenges with the final product – *We will balance our expertise with input from stormwater operations.*
- Ensure public safety with final recommended infrastructure. – *ICON and Valerian bring decades of experience in stormwater and water quality design and planning. Public safety is always given priority as seen in our work with MHFD updating stormwater criteria.*
- Produce a resilient and aesthetically pleasing outfall at a highly visible location. – *ICON and Valerian together are known for developing creative and artistic solutions with our projects. We will extend a similar mindset to this project to create a neighborhood amenity.*
- Improve the hydraulic service level of Highway 85 bridge over existing conditions. – *ICON will review alternatives with the City to promote hydraulic efficiency, sediment transport, and removal options for the bridge, while also recognizing the potential changes to the floodplain.*
- Produce a final project based upon collaboration with other City divisions and public input. – *Our project process will work collaboratively to define the best design solutions for the City, including consideration for a future Poudre Trail that is resilient and attractive.*

Project Understanding and Approach

Our past work in the NGDB, specifically the Sunrise Neighborhood, already gives our team a strong understanding of the needs for this project. We recognize that constructing a box culvert system of this size comes with constraints, but also presents opportunities to improve public facilities within the neighborhood and surrounding community. Our vision for the project extends beyond a storm drain and water quality pond and includes an amenity for an underserved population in the City. Knowing that the City operates on a limited budget, we understand amenities beyond the stormwater will need to be balanced with funding and that expectations are to make the most of the dollars available. Our team will work closely with the City to prioritize and balance goals with funding. With that in mind, we have built flexibility into our proposal identifying base services consistent with the RFP. We are confident that the project can be designed for this fee. We have also identified optional services related to upgrading amenities, to build more of a feature for the community. Until the full potential for this project can be vetted, some services are listed as Optional for your consideration. Key scope items include:

Baseline Data Collection and Review

As with many projects, our first step will be a look back at the work completed to this point. We will thoroughly review the HDR preliminary design report and plans, the Phase 1A documents produced by team members at Kimley-Horn as well as any and all survey, subsurface utility, geotechnical and environmental information that will inform our scope moving forward. If there are any cost savings opportunities at this point, we will bring them forth to the City for consideration. Then our team will move forward with additional survey, SUE, geotechnical and environmental work only as necessary to cover any of the project area not previously investigated. We will also continue our coordination with Kimley-Horn regarding sewer relocations and their impact on this phase based on timing and physical constraints.

Project Alternatives and Alignment Configuration

At this stage we can begin to formulate alternatives for the 13'x6' RCBC storm drain and pond layouts, as well as what the

outfall(s) might look like. Our overall goal is to develop a plan flexible enough to accommodate future expansion of the pond in different directions. We understand that future acquisition of the Salvage Lot may be costly and we hope to develop a solution that allows pond expansion in other directions should there be willing sellers. We envision a phased pond construction with the first phase at about 0.65-acres, accommodating the CDOT Water Quality Capture Volume (WQCV) lost due to the construction of this system, plus additional volume to treat a portion of the flows generated within the existing drainage system.

The outfall to the Poudre River is critical, so our team will start with reviewing the feasibility of installing the pipe along the proposed Hwy 85 ROW alignment, and compare feasibility, project costs, utility impacts, right-of-way needs, and other aspects to the originally proposed 2nd Avenue alignment. Other key considerations may include challenges in crossing property, right-of-way limits, how the outfall discharges to the water quality pond, the orientation at the Poudre River, and layout for future pond expansion. The compatibility with Phase 1B improvements and impact to utilities, including a large Atmos gas line that parallels both 10th Street and Hwy 85 will be reviewed.

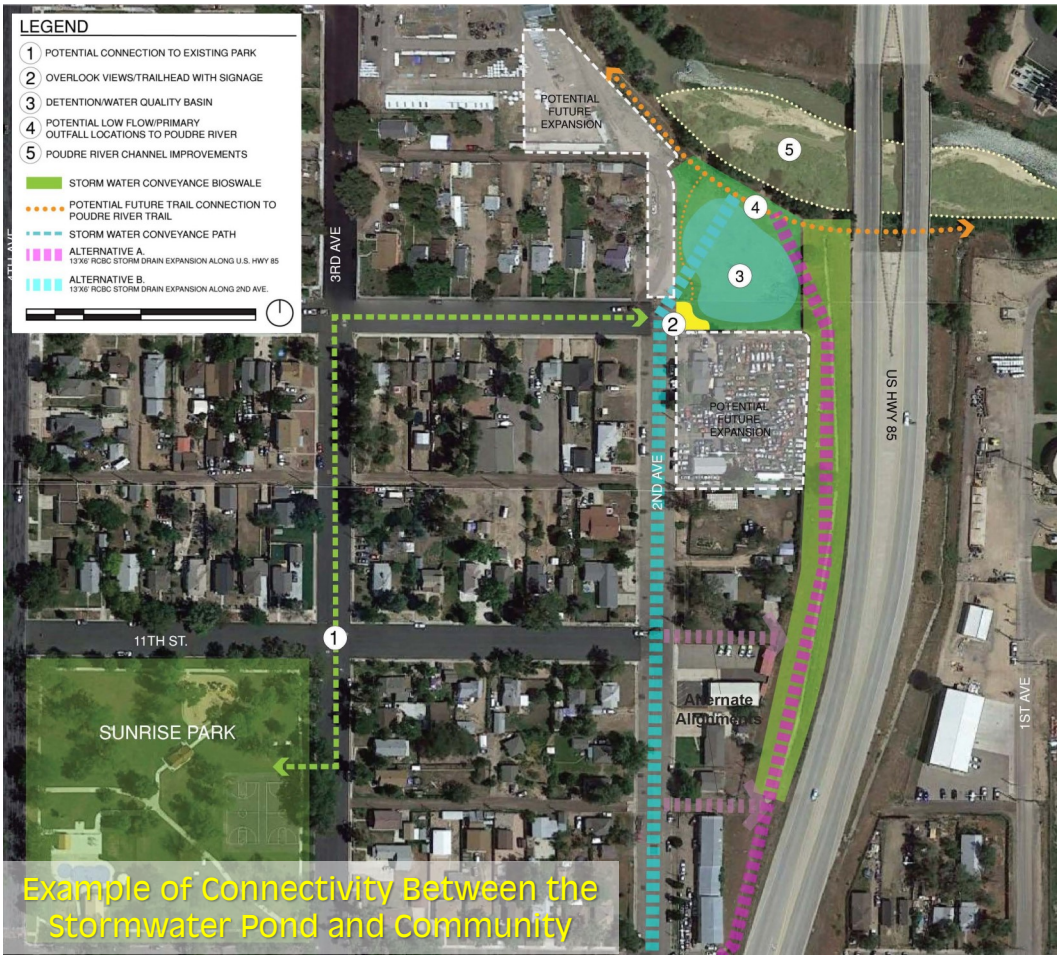
As shown by the vision plan, we do see multiple options to enter the CDOT right-of-way with the storm sewer should working around the Auto Works building be impractical. If the Hwy 85 alignment is selected, it may also be practical to utilize the existing 2nd Avenue storm drain for water quality flows. The existing pipe is deep and at an appropriate elevation at the 12th Street intersection for a diversion. Finally, alternatives will address replacement of storm inlets and laterals for local drainage along 2nd Ave at 10th and 12th Streets and providing a connection outside of the intersection for future phases.

Working with the City, our team will prepare a *Preliminary Design Memo* documenting results and recommendations for advancement of the project.

Community Vision Planning

Our preliminary work includes holistically balancing stormwater needs with community values. This work includes leading a community workshop to gather input and feedback on goals beyond stormwater. As a component of our alternatives analysis, our team will use visioning methods to evaluate the integration of community amenities, such as trailhead and park features; identify connections between the river, neighborhood and Sunrise Park; opportunities to integrate education; and to confirm the look and feel of the design and aesthetics. As part of this task we will review functionality to reduce attractiveness to the transient population in the area.

Visioning will also evaluate opportunities for the future pond expansion, with a goal to maximize flexibility for the City over time. We recognize that as planned expansion through the salvage yard is challenging and that the City may need to look for willing sellers in other directions. This visioning work includes important engineering analysis because the pond configuration will also impact two other major pieces of design, the exact alignment of the primary stormwater box culverts and the location, elevation, and shape of the outfall. The pond decision cannot be made in a vacuum and must include potential configurations, impacts and opportunities to these items.



Example of Connectivity Between the Stormwater Pond and Community

Discussion will be required to determine how public opinions will be integrated on the project vision. Public infrastructure is very complicated and hard to understand, but also needs to serve the population that lives and works around it. At the onset of the project we will develop an outreach plan with input from the City. Our proposal includes building a project specific website, as well as 2 public outreach events or meetings.

Water Quality Design

Water quality treatment needs will change over time, beginning with local contributions from Hwy 85 and the Sunrise Basin, then expanding to treat the entire watershed up to a 7-acft

F. Approach to Scope of Work

pond. Our team will review different water quality strategies and configuration focusing on: ease of maintenance access; minimizing maintenance frequency; ease of sediment removal and screen cleaning; public safety within the pond; and limiting standing water that promotes insect breeding. We have found that water quality implementation requires careful planning and often a balance of conflicting goals. Planning for volume changes over time also requires foresight such that drainage features are easily adaptable to changes in base flow and detention volumes. In general, we envision the water quality design following current Extended Detention Basin (EDB) guidance but may be expanded to include other forms of treatment, such as bioswales, perhaps in the CDOT right-of-way, and sediment collection forebays. An adjustable outlet system, similar to ones we have designed before, is also anticipated.

The Poudre River

The outfall at the Poudre River also brings its own considerations. Primary goals are to provide a functional and aesthetic outfall to the river, while also addressing maintenance needs, unwanted human access, and backwater from the river. Balancing these constraints are common to our projects. For the **Sanderson Gulch** project, rock variations and active water flow at the outfall provided aesthetics, erosion protection, public safety, while deterring habitation at pipe entrances. Given the grades at the site, we envision a similar approach here.

Along the river itself, despite previous dredging efforts, Hwy 85 continues to promote sediment deposition. This aggradation reduces flood capacity, contributing to flood damage potential and a lower level of service for the highway. Oddly, the current pattern of deposition occurs along the outside bend (south side) of the river, which now could threaten the efficiency of the future outfall. We believe a discontinuity in channel cross-sectional shape, and a reduced channel slope from downstream grade control contribute to this aggradation and that reestablishment of a bankfull channel along the south bank through the bridge may be the solution. We estimate that the widened bridge section has 30% lower sediment transport capacity than sections upstream.

ICON will compare options to address sedimentation at the Hwy 85 bridge and the 12th Street Outfall, in addition to the potential for added scour protection at piers and abutments. Options are expected to range from straight forward sediment removal to more complicated restoration. Recommendations will be coordinated within the project budget, CDOT, floodplain and 404 permitting requirements, as well as functionality with the proposed stormwater improvements. CDOT approval will be required for changes at the Hwy 85 Bridge. Our team is familiar with recent CDOT guidance regarding hydraulic requirements and scour calculations. These computations will be included as a supplement to our project design report.

Project Permitting

Our team will work with the City to secure permits necessary for construction. This includes: a CDOT Utility Permit, Greeley Right-of-Way Permit, and assistance with data required for a CDPHE Construction Dewatering Permit (CDP).

ERO will lead efforts related to the Section 404, Clean Water Act Permit. As discussed above, the extents of improvements to the Poudre River may dictate permitting needs between a Nationwide Permit (NP) or more extensive Individual Permit (IP). Beginning with project alternatives we will review permitting strategies and timelines and the thresholds dictating one permit over the other. We feel that a NP will be adequate for the outfall construction, but a larger stream impact may dictate an IP.

From a CDP perspective, ERO will expand their previously completed Phase 1 environmental investigations to include the entire project site and inform the team if Phase 2 investigations are needed, or any additional consultation with CDPHE. Their current data does not indicate the need for groundwater remediation.

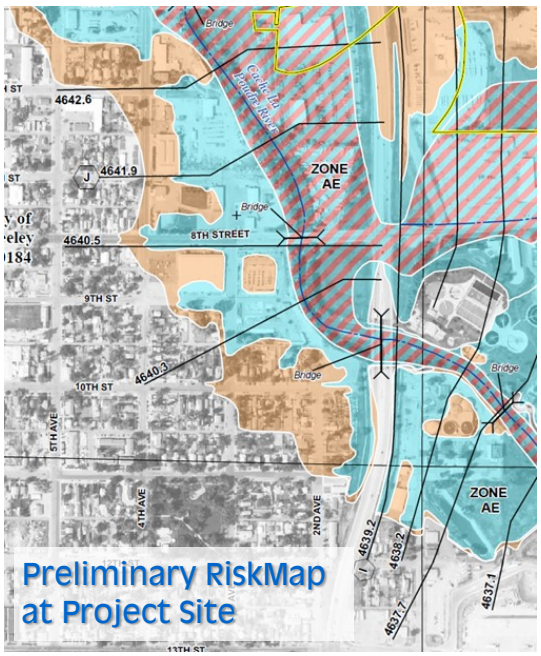
Finally, a Floodplain Development Permit (FDP) will be obtained for work in the Poudre River floodplain. We expect that due to the backwater effects from the Hwy 85 Bridge, a no-rise condition will be possible. Given the potential changes along the river and ongoing FEMA mapping changes with RiskMap, we will closely monitor the floodplain impacts and need for a Conditional or Letter of Map Revision (CLOMR/LOMR). Given the timeline for RiskMap, this project will need to consider impacts using this as the basis, noting that RiskMap will also introduce a complicated split flow at 8th Street. Given this, along with the presence of floodways and insurable structures in the flood-

F. Approach to Scope of Work

plain, the project has little tolerance for increases in floodplain elevations.

Project Partnering

ICON brings experience in managing project partnering contracts. Most recently, we successfully navigated a CMAR project with the City on the 7th Avenue stormwater project. We understand that you are considering a similar approach to this project. We see a similar value to manage costs and construction risk.



Preliminary RiskMap at Project Site

Design Development

ICON will prepare construction drawings for the project with review sets at the 30%, 50% and 90% levels. The 30% Design Stage will progress as soon as the City selects a preferred alternative. Our preliminary design will confirm pond sizing and investigate feasibility of additional features such as a segment of the Poudre River Trail and other community features. Knowing the complex alignment of the box culvert we will coordinate with our structural designer, SAN Engineering, to begin evaluating critical items such as bends, junction boxes and outfall structure(s) for us to accurately update cost estimates. The 30% design will also consider the river and what dredging and scour protection methods would be most cost effective and impactful to long term stream health.

At the 50% Design Stage, we will confirm all previously gathered data and update models as necessary. We will generate more detailed drawings of alignment and layout, which will enable our team to begin utility coordination in earnest. This will provide us costs and schedules of any required relocations, feeding into our overall project budget and timeline. The most important product created at this stage is the 50% level cost estimate, allowing the City to make a Go/No Go decision on inclusions or work that can be postponed to later phases.

At the 90% and 100% Design Stages, the ICON project will develop the final design. The construction drawings and all associated documents will require the attention to detail and knowledge of our entire team. We recognize that this is our last chance to catch errors prior to construction and know the importance of a solid set of plans, specifications, and reports. With any construction method, our team will assist with the handoff of final plans and assist with any necessary information during construction.

Our approach can meet all the needs of the City, while providing necessary flexibility to allow the design to progress along the best path for the City. Our team has worked together before and been successful, with reason to expect success here as well. We believe this project this has significant potential; we want to set the bar high and intend to reach it.

Familiarity with the City and Project Area

Our past work in the NGDB already gives our team a strong understanding of the needs for this project. But our work in the Sunrise neighborhood brings the most familiarity with this specific site and what to expect working at this location.

- **Pavement.** Soils are sandy and pavement conditions are generally poor. The project should anticipate a higher degree of pavement replacement even with adequate shoring.
- **Utilities**. Regardless of locates and potholes, utilities in Sunrise can change location at random. It will be important to coordinate with utility companies on locations and pothole "limits" versus a single point for confidence.
- **Sanitary Sewers.** Anticipate drop manholes, we plan to pothole sanitary sewers at all crossings.
- **Intersection upgrades.** Flatwork at intersections are not standardized and roadway cross-slopes can be steep. Drainage and ADA improvements will take time and require custom solutions.

Over the course of these projects as well as the 7th Avenue drainage project, we have developed a strong understanding of expectations working with not only the Stormwater Group, but the Engineering Group and the Water and Sewer Department. We recognize the constraints of the City budget and offer an honest approach that meets the budget, and fees reflective of that level of effort. Our goal is to have foresight, communicate honestly and effectively, avoid change orders, and produce high quality plans to reduce risk of construction changes.

As shown above, ICON brings a connection to this neighborhood. Our past work has improved the drainage and subsequently the quality of life in the area. We believe this proposal demonstrates the skill and creativity of our team, and our passion to make this project the best it can be.

Staff Commitment

The table below shows the percentage of commitment we have allocated for each ICON staff member on this project. This fits well with our current workload and we have the ability to bring in other qualified staff as needed.

STAFF	ROLE	% OF TIME
Craig Jacobson, PE, CFM	Contract Mgr./Contract Dir.	15%
Matt Ursetta, PE	Principal, Independent QA/QC	5%
Jaclyn Michaelsen, PE, CFM	Project Manager	40%
Jeremy Deischer, PE	H & H Task Lead	15%
Kent Barringer, PE	Drainage Design Lead	35%
Aaron Bousselot, PE, CFM	Stream Restoration Lead	10%
Tyler Rosburg, PE, CFM	Stream Restoration	15%
Heather Seitz, PE, CFM	Client Liaison	10%
Oren Gary, EI	Project Engineer	50%
Jacob Marquez, EI	Project Designer	25%
Brian Bredesen	CAD Designer	50%

ICONENGINEERING

PROJECT ESTIMATING SHEET

ESTIMATED SCHEDULE

DESIGN/ PHASES 12th Street Outfall Description	Jan-21 weeks 1 2 3 4	Feb-21 weeks 1 2 3 4	Mar-21 weeks 1 2 3 4	Apr-21 weeks 1 2 3 4	May-21 weeks 1 2 3 4	Jun-21 weeks 1 2 3 4	Jul-21 weeks 1 2 3 4	Aug-21 weeks 1 2 3 4	Sep-21 weeks 1 2 3 4	Oct-21 weeks 1 2 3 4	Nov-21 weeks 1 2 3 4	Dec-21 weeks 1 2 3 4	Jan-22 weeks 1 2 3 4	Feb-22 weeks 1 2 3 4	Mar-22 weeks 1 2 3 4	Apr-22 weeks 1 2 3 4	May-22 weeks 1 2 3 4	Jun-22 weeks 1 2 3 4	Jul-22 weeks 1 2 3 4
					30 %					50 %					90 %				bid
Task i MEETINGS AND COORDINATION																			
1 - Progress Team Meetings & Conference Calls (16 meetings)																			
2 - City Departmental/Additional Coordination Meetings (4 Assumed)																			
3 - CDOT Coordination Meetings (2 Assumed)																			
4 - Public and Citizen Informational Meetings (2 Assumed)																			
Task 1 BASELINE DATA COLLECTION / REVIEW																			
1 - Review Ex. Reports/Designs/Background Data/FEMA/Site Conditions																			
2 - Site Survey / Mapping																			
3 - Geotechnical Investigation																			
4 - Wetland, Cultural, TES Survey, Phase 1 Environmental																			
5 - SUE (QLA/QLB, Potholes (Assume 15))																			
Task 2 ALTERNATIVES ANALYSIS																			
1 - Storm Sewer Layout																			
2 - Water Quality Review and Alternatives																			
3 - Poudre River Site Assessments																			
4 - Restoration Alternatives																			
5 - Utility Conflict and Resolution - Sanitary Sewer																			
6 - Utility Conflict and Resolution - Water																			
7 - Utility Conflict and Resolution - Other Utilities																			
8 - Outfall Layout																			
9 - Cost Evaluations																			
10 - Alternative Selection and Decision Making Report																			
Task 3 30% DESIGN																			
1 - Design Development																			
2 - 30% Plan Preparation																			
3 - Submittal to City																			
4 - Address Comments																			
Task 4 FINAL DESIGN & PERMITTING																			
1 - Cover Sheet / General Notes / Survey Control Sheet																			
2 - Demolition Plan																			
3 - SWMP Plan																			
4 - Storm Sewer Plan & Profile Sheets (1" = 20') and Detail Sheets																			
5 - Water and Sewer Utility Adjustments and Detail Sheets																			
6 - Outfall Plan & Profiles (1" = 20')																			
7 - Outfall Channel Details																			
8 - Stream Restoration Design																			
9 - Roadway Restoration																			
10 - Water Quality Pond & Design Features																			
11 - Planting and Landscape Plans																			
12 - Traffic Control Plan																			
13 - Final Hydrology & Hydraulics Analysis (Pipe & Floodplain)																			
14 - Initial Design (50% Submittal)																			
15 - Refinement of Construction Drawings (90% Submittal)																			
16 - Final Refinement of Construction Drawings (100% Submittal)																			
17 - Determination of Quantities & Bid Schedule																			
18 - Cost Evaluations																			
19 - Develop Project Specifications / Special Conditions (as required)																			
20 - Prepare Project Design Report																			
21 - Utility Easements (3 assumed)																			
22 - Utility Coordination																			
23 - CDOT Coordination																			
24 - Structural Engineering																			
25 - COE 404 Permit																			
26 - Floodplain Development Permit																			
27 - Attend Pre-bid Meeting																			
28 - RFI & Question Responses																			

G. VALUE / COST OF EFFORTS

Project Fees

As discussed, our base scope reflects work anticipated within the RFP, and are confident that the project can be completed in this manner. Initial tasks and discussion with the City and community will also help better understand the full potential for this project and the degree for which optional services may be necessary.

ICONENGINEERING
PROJECT ESTIMATING SHEET

DESIGN/ PHASES 12th Street Outfall Description	ICON Engineering Contract Mgr. Principal Eng I $189 Hours	Project Mgr. Prof. Eng III $169 Hours	Ind. QC Principal Eng. II $189 Hours	Prof. Eng. II $159 Hours	Eng. I $108 Hours	CAD/ GIS $105 Hours	Misc. Direct Costs	Washburn Surveyors Direct Ex.	ERO Direct Ex.	Lithos Engineering Direct Ex.	SurvWest SUE Direct Ex.	SAN Eng. Direct Ex.	Kimley/Horn Direct Ex.	Valerian Direct Ex.	TOTALS
Task i MEETINGS AND COORDINATION															**Task i Subtotal $37,002**
1 - Progress Team Meetings & Conference Calls (16 meetings)	24	48		24			$930			$800			$750	$6,240	$25,184
2 - City Departmental/Additional Coordination Meetings (4 Assumed)	8	12					$150						$750		$4,440
3 - CDOT Coordination Meetings (2 Assumed)		2													$338
4 - Public and Citizen Informational Meetings (2 Assumed) & Website	6	16		8		16	$250								$7,040
Task 1 BASELINE DATA COLLECTION / REVIEW															**Task 1 Subtotal $87,448**
1 - Review Ex. Reports/Designs/Background Data/FEMA/Site Conditions	2	8		4	4										$2,798
2 - Site Survey / Mapping	1	6				12		$5,200							$7,663
3 - Geotechnical Investigation	1	4				2				$9,000					$10,075
4 - Wetland, Cultural, TES Survey, Phase 1 Environmental									$25,000						$25,000
5 - SUE (QLA/QLB, Potholes (Assume 15))		8				6	$50				$37,600		$2,280		$41,912
Task 2 ALTERNATIVES ANALYSIS															**Task 2 Subtotal $41,484**
1 - Storm Sewer Layout	4	8				18				$2,400					$6,398
2 - Water Quality Review and Alternatives		2		8	12	6								$8,120	$11,656
3 - Poudre River Site Assessments		2		18	12	4	$100								$5,016
4 - Restoration Alternatives		2		14	12	4									$4,280
5 - Utility Conflict and Resolution - Sanitary Sewer		2											$1,085		$1,423
6 - Utility Conflict and Resolution - Water		2											$1,000		$1,338
7 - Utility Conflict and Resolution - Other Utilities		2											$1,140		$1,478
8 - Outfall Layout		6			16	4									$3,162
9 - Cost Evaluations		4		12									$1,195		$3,779
10 - Alternative Selection and Decision Making Report	6	6	4				$50								$2,954
Task 3 30% DESIGN															**Task 3 Subtotal $28,556**
1 - Design Development		12			16	24	$100					$1,500			$7,876
2 - 30% Plan Preparation		12			16	24							$2,500	$4,100	$12,876
3 - Submittal to City	6	8	4			2									$3,452
4 - Address Comments		8			12	16	$24								$4,352
Task 4 FINAL DESIGN & PERMITTING															**Task 4 Subtotal $243,040**
1 - Cover Sheet / General Notes / Survey Control Sheet		2			4	4									$1,190
2 - Demolition Plan		4		12		12									$3,844
3 - SWMP Plan		2		4	16	8									$3,542
4 - Storm Sewer Plan & Profile Sheets (1" = 20') and Detail Sheets	4	24		24	80	40									$21,468
5 - Water and Sewer Utility Adjustments and Detail Sheets	2	12				12							$4,090		$7,756
6 - Outfall Plan & Profiles (1" = 20')	2	10		12	16	12									$6,964
7 - Outfall Channel Details		4		4	12	4				$7,500					$10,528
8 - Stream Restoration Design	2	4		4	13	10									$4,142
9 - Roadway Restoration		8			16	16									$4,760
10 - Water Quality Pond & Design Features	6	16		24	32	20									$13,210
11 - Planting and Landscape Plans		6			4	6								$21,610	$23,686
12 - Traffic Control Plan		4			16	12									$3,664
13 - Final Hydrology & Hydraulics Analysis (Pipe & Floodplain)		8		24	48										$10,352
14 - Initial Design (50% Submittal)		12	12			12	$100								$5,656
15 - Refinement of Construction Drawings (90% Submittal)	8	32	8	24	80	60	$100			$1,100			$3,000		$31,388
16 - Final Refinement of Construction Drawings (100% Submittal)	4	20	2	12	32	16	$100						$1,600		$13,258
17 - Determination of Quantities & Bid Schedule	2	8	2	4	12		$25								$4,065
18 - Cost Evaluations		8	2	8											$3,002
19 - Develop Project Specifications / Special Conditions (as required)	6	30	6				$25			$600			$3,280		$11,243
20 - Prepare Project Design Report	2	4	1	24		4	$50								$5,529
21 - Utility Easements (3 assumed)		4				4		$800							$1,896
22 - Utility Coordination		8		4									$4,280		$6,268
23 - CDOT Coordination		6		12		4	$15						$3,830		$7,187
24 - Structural Engineering	1	4				16						$12,500			$15,045
25 - COE 404 Permit		2				4			$3,500						$4,258
26 - Floodplain Development Permit	2	12	1	48	8	8	$50								$11,981
27 - Attend Pre-bid Meeting	6	6					$100								$2,248
28 - RFI & Question Responses	4	16				6	$20						$400	$400	$4,910
TOTAL HOURS	**109**	**456**	**42**	**332**	**489**	**428**									**$437,530**
TOTAL COST	**$20,601**	**$77,057**	**$7,938**	**$52,782**	**$52,834**	**$44,930**	**$2,239**	**$6,000**	**$28,500**	**$21,400**	**$37,600**	**$14,000**	**$31,180**	**$40,470**	**$437,530**

OPTIONAL DESIGN SERVICES															
1 Expanded Vision Plan Development														$15,000	$15,000
2 Pond and Outfall Upgrades for Community Placemaking	8	40	4	16	40	43	$100					$15,000		$20,000	$55,485
3 Comprehensive Stream Restoration for PR	4	12	2	32	48	16	$50		$13,000					$5,000	$33,164
4 CLOMR/LOMR Submittals * assumes City pays review fees	16	54	4		160	24	$150								$32,856
TOTAL HOURS	**28**	**106**	**10**	**48**	**248**	**83**									**$136,505**
TOTAL COST	**$5,292**	**$17,914**	**$1,890**	**$7,632**	**$26,784**	**$8,693**	**$300**	**$0**	**$13,000**	**$0**	**$0**	**$15,000**	**$0**	**$40,000**	**$136,505**

H. Proposal Acknowledgement (Exhibit 1)

EXHIBIT 1
PROPOSAL ACKNOWLEDGEMENT

The offeror hereby acknowledges receipt of addenda numbers 1 through 2.

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

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

Original Signature by Authorized Officer/Agent

Craig Jacobson, PE, CFM	ICON Engineering, Inc.
Type or printed name of person signing	Company Name
Principal	(303) 221-0802
Title	Phone Number
7000 S. Yosemite St., Suite 120	-
Vendor Mailing Address	Fax Number
Centennial, CO 80112	June 30, 2021
City, State, Zip	Proposal Valid Until (at least for 90 days)
cjacobson@iconeng.com	www.iconeng.com
E-Mail Address	Website Address

Project Manager:

Jaclyn Michaelsen, PE, CFM	(970) 310-1547
Name (Printed)	Phone Number
7000 S. Yosemite St., Suite 120	-
Vendor Mailing Address	Fax Number
Centennial, CO 80112	jmichaelsen@iconeng.com
City, State, Zip	Email Address

Addendum #1

Capital Project Committee

Project Information	
Project Name:	12th Street Storm Outfall: Phase 1B – Outfall to 12th Street and Water Quality Pond
Bid Number:	#FD20-10-145
Date:	November 5, 2020
Project Manager:	Andrew T. Fisher

Addendum Items	
Item 1:	All provided documents referenced in this addendum are available on Rocky Mountain Bid Net and City of Greeley's website
Item 2:	The Pre-proposal presentation as planned was interrupted by technical difficulties. The presentation has been uploaded with this Addendum as PDF. Consultants are encouraged to review the presentation to evaluate for further questions.
Item 3:	**The 12th Street Preliminary Design Report was requested to be provided to proposers for review and preparation of proposals.** *The 12th Street Preliminary Design Report is available for download on BidNet and the City's website*
Item 4:	**The 12th Street Benefit Cost Analysis was requested to be provided.** *This report will be made available to the successful consultant but will not be made available at this time. Recommendations from this report are not expected to influence proposal preparation.*
Item 5:	**A question was asked whether additional geotechnical work would be required as a part of this project.** *During preliminary design, geotechnical borings had been collected at 2nd Avenue and 12th Street and at the outfall location, among other locations. While the recommended storm line alignment shifted from 2nd Avenue to CDOT ROW, no borings had been collected between 12th Street and 10th Street in 2nd Avenue.*
Item 6:	**The Preliminary Design Geotechnical Data Report was requested to be released for proposers.** *This is available for download on BidNet. The City will not dictate Scope of Work for additional geotechnical work. Proposers are encouraged to evaluate the GDR and prepare an appropriate scope.*
Item 7:	**A question was asked regarding the expected level of Community Outreach required with the project.** *Consultants are encouraged to propose a scope of community outreach assistance to enhance the project in combination of the firm's available resources and the City's stated project goals. It is not anticipated that Community Outreach will dictate major design decisions. However, there may be a level of community engagement to evaluate how the water quality pond appearance, and acceptable construction impacts. It is also anticipated this project will warrant a Project Website, on the consultant website, City website or both.*
Item 8:	**A question was asked about the level of Construction Inspection anticipated to be included in the scope of work.** *At this time, Construction Services (Post-design services) should be limited to response to RFIs, submittal review, and clarifying questions on plans as defined in the RFP. This task may be expanded or supplemented in the future.*

Item 9:	**A question was asked regarding the level of CDOT involvement to date.** *The City has held numerous meetings with CDOT regarding the project, including Region 4 hydraulics, utility permitting, staff bridge and water quality. CDOT is in support of the construction in CDOT ROW and modification of the existing Water Quality pond along highway 85. CDOT did not provide specific comment on scour protection requirements at the Outfall, as they require greater than 30% design sets to review. As Built drawings of the existing bridge, and the latest bridge inspection report have been provided to the City.*
Item 10:	**A question was asked whether construction materials testing should be included in the proposal.** *Construction materials QA and QC testing is beyond the scope of this RFP and would be contracted at the time of construction.*
Item 11:	**A question was asked whether Pre-proposal attendance was mandatory.** *The pre-proposal meeting was recommended but not mandatory.*
Item 12:	**The As Built drawings for the Highway 85 Bridge were requested.** *These are available for download on BidNet / City's website with this addendum*

Addendum #2

Capital Project Committee

Project Information	
Project Name:	12th Street Storm Outfall: Phase 1B – Outfall to 12th Street and Water Quality Pond
Bid Number:	#FD20-10-145
Date:	November 11, 2020
Project Manager:	Andrew T. Fisher
Addendum Items	
Item 1:	An error was discovered in the November 4 Pre-proposal presentation Slide 31 "Preliminary Projectc Schedule." Dates for FOR (90%) Design, Bid Package Submittal, and Construction Bidding/Award should read "2022" as consistent with the RFP, not 2021.
Item 2:	**A question was submitted regarding the planned timing of constructing the Poudre Trail to connect to the planned segment with this project.** *At current, future connections are not programmed and can be expected to be completed no sooner than five years.*
Item 3:	**A question was submitted regarding the proposed use of 11x17 sheets in proposals and how they will count towards 18-page limit.** *Proposals may include up to four (4) sheets sized 11x17 for presentation of maps, exhibits, schedule of fees, or project schedule. The larger sheets may count as one sheet towards the 18-page limit. Use of 11x17 sheets solely for standard text, photos and graphics shall count as two sheets. Per the RFP, the cover, cover letter, table of contents and resumes are exempt from the maximum page count.*
Item 4:	**A question was submitted asking the WQCV in the CDOT pond.** *Per the 2012 Design Report produced by Muller Engineering: 0.41 ac-ft*
Item 5:	**A question was submitted asking the current hydraulic level of service of the Highway 85 Bridge.** *The bridge does not over-top in the 100-year flood, as Highway 85 overtops at the 8th Street intersection, creating a flow split. Anderson Consulting Engineers reported the US Highway 85 Bridge conveys 4,500 cfs prior to the water surface elevation impacting the low chord of the bridge. This is among the smallest bridge capacities reported by Anderson between Island Grove and Ash Avenue. Additionally, per the Preliminary Riskmap model:* *Low chord of bridge elevation: 4639.30* *2% Annual Flood WSEL: 4639.25* *1% Annual Flood WSEL: 4639.78*
Item 6:	This addendum is the final addendum for this project. Consultants are reminded to submit proposals before 2pm on Friday, November 20.
Item 7:	Proposals are to be submitted electronically as per attached.

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

Instructions for electronic submittal.

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

Proposals shall be submitted in a single Microsoft Word or PDF file under 20MB

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

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

CITY OF GREELEY
Purchasing

Request for Proposal
RFP #FD20-10-145

12th STREET STORM OUTFALL: PHASE 1B – OUTFALL to 12th STREET AND WATER QUALITY POND

for

CITY OF GREELEY PUBLIC WORKS DEPARTMENT / STORMWATER MANAGEMENT DIVISION

REQUEST FOR PROPOSALS (RFP)
RFP #FD20-10-145

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

Proposals must be received no later than:
November 20, 2020, before 2:00 p.m. local time
Proposals received after this date and time will not be considered for award.

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

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

Proposals shall be submitted in a single Microsoft Word or PDF file under 20MB.

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

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

Schedule of Events (subject to change)	All times are given in local Colorado time
RFP Issued	October 21, 2020
Pre-Proposal Conference	November 4, 2020 at 1:00pm via a Zoom meeting
Inquiry Deadline	November 9, 2020 before 2:00pm
Final Addendum Issued	November 12, 2020
Proposal Due Date and Time	November 20, 2020 before 2:00pm
Interviews (tentative)	Week of December 7, 2020 via Zoom meeting
Notice of Award (tentative)	December 14, 2020

Invitation to a scheduled Zoom meeting.

Join Zoom Meeting
https://greeleygov.zoom.us/j/89929497204

Meeting ID: 899 2949 7204
Passcode: 146145

Dial by your location
+1 253 215 8782 US (Tacoma)
+1 346 248 7799 US (Houston)
+1 669 900 6833 US (San Jose)

TABLE OF CONTENTS

EXHIBITS

*"**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 community with a population of approximately 110,000, located west of the confluence of the South Platte and Cache la Poudre Rivers. Greeley's climate is generally semi-arid with an average high temperature of 64°F and an average low of 37°F. Average precipitation is between 12 to 14 inches annually.

Following flooding events in 2013 and 2014, the City of Greeley contracted with ICON Engineering, Inc., in Centennial, CO, to update the North Greeley and Downtown Basin Drainage Master Plan. This conceptual plan was adopted in 2017. The most critical project identified in this Master Plan is the 12th Street Storm Outfall. An outfall system in 12th or 13th Street was also the highest recommended Capital Improvement Project in the City of Greeley Comprehensive Drainage Plans by Anderson Consulting Engineers in 2005 and 1998.

From 2018-19, the City Stormwater Management Division contracted with HDR, Inc to produce Preliminary Design of the 12th Street Storm Outfall and trunk line. As a result of this process, the Storm Outfall was relocated from east 1st Avenue and the Cache la Poudre River (in the Master Plan) to 2nd Avenue and the Cache la Poudre River, west of Highway 85 Bypass.

Placing the storm trunk line down 2nd Avenue introduced vertical utility conflicts with Water and Sanitary utilities not present in the Master Plan. One water distribution and four sanitary sewer lines are in conflict with preliminary design of the 12th Street Storm Outfall and Water Quality pond. Due to the complexity of these relocations, the City has broken Phase 1 into two phases, with the first phase focused on Water and Sewer relocations.

The total 12th Street Storm Outfall project has been broken into the Phases as shown in Figure 1 below.

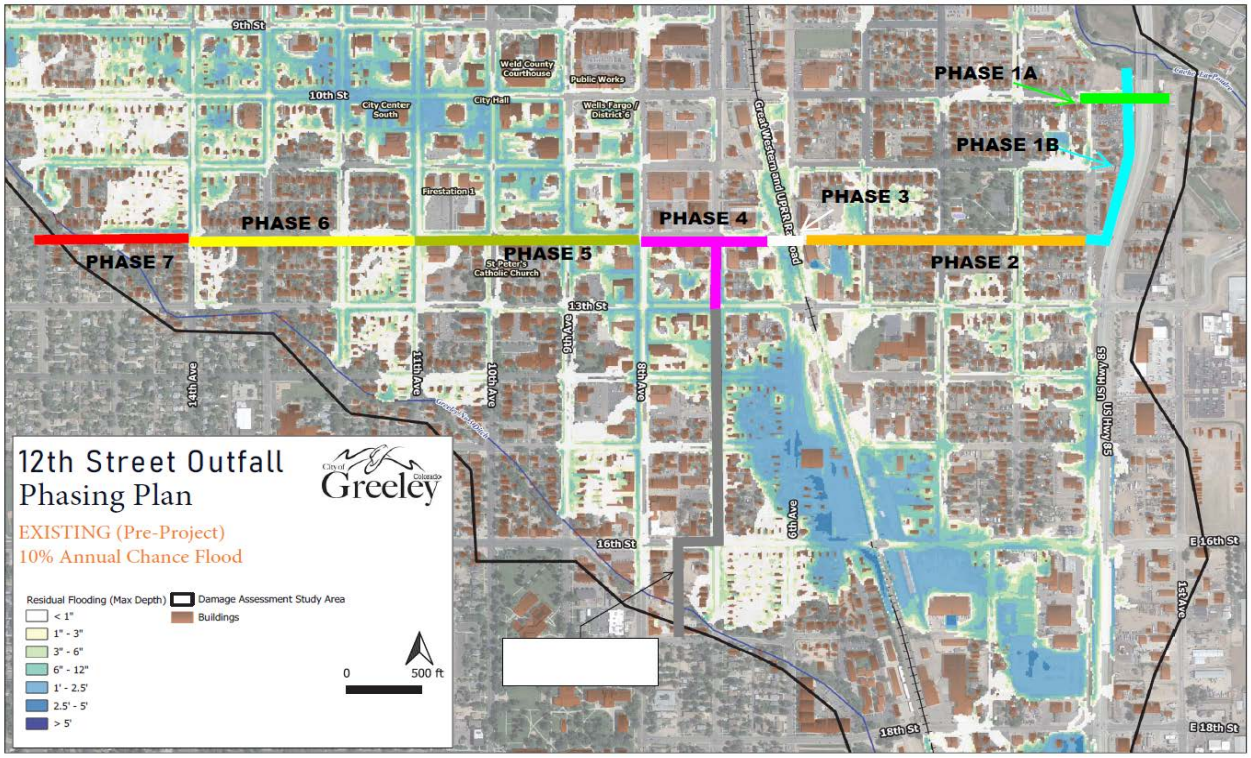


Figure 1 – 12th Street Storm Outfall Phasing Plan

The scope of Phase 1A, which was awarded to Kimley-Horn in September 2020, includes relocation of water and sanitary infrastructure in the vicinity of the Storm Drain Outfall and Water Quality Pond. Final design is anticipated to be completed by late summer 2021 and constructed in early 2022.

This RFP is for Final Design services for Phase 1B. This project is located between the Cache la Poudre River to the north and 12th Street to the south, bound by 2nd Avenue on the west to Highway 85 to the east. The anticipated Project Area is depicted below.

Figure 2 - Project Area

The project area is zoned as Residential-High Density (R-H) south and west of the 2nd Avenue and 10th Street intersection and Industrial-Medium Density (I-M) north and east of the intersection. The Conservation District (CD) zone is present in areas of the regulatory floodplain. Many of the parcels in the I-M zones are single family residential. The City Community Development Department Planning Division is in the process of revising the zoning in the Sunrise Neighborhood.

Project work is primarily within City Right-of-Way, City property, CDOT (Highway 85) Right-of-Way, or the Cache la Poudre River. Some work will be required on private property in an easement to be acquired.

Exhibit 5 of this RFP is a list of several document references associated with this project.

B. Overview

At this stage, the City has determined the scope of design work includes the following anticipated scope:

- 13' x 6' Reinforced Concrete Box Culvert storm trunk line (approximately 1400 LF).
- Storm drain outfall into the Cache la Poudre River

- Removal of approximately 14,000 CY of sediment in the Cache la Poudre River and final grading, as identified in Anderson's Poudre River Flood Mitigation Plan (2018). This is expected to be a maintenance activity; geomorphic analysis and additional stream restoration efforts are not expected to be within the scope of the project
- Scour protection at storm outfall and of Highway 85 piers and abutments
- Water Quality pond and outlet structure on existing City property
- Replacement of storm infrastructure in 2nd Avenue and 10th Street intersection
- Replacement of storm infrastructure in 2nd Avenue and 12th Street intersection, intercepting existing 48" Storm main.
- Coordination with Phase 1A design of Water and Sanitary Sewer Relocations

Exhibit 6 shows existing City utilities in the project area, and Exhibit 7 shows utility and topographical survey file by King Surveyors produced during Preliminary design.

Figure 3 – Outfall Area from Highway 85 Bridge (Existing CDOT WQ Outfall on left)

Figure 4 – Existing 48" Storm Outfall

Figure 5 – Significant Sediment Deposition Exists west, east and under Highway 85 Bridge

Figure 6 – City parcel from Highway 85, primary WQ Pond location, CDOT WQ Pond Outlet Structure in foreground

The outfall location is highly visible from the Highway 85 bridge by southbound traffic. The City sees an opportunity for significant improvement of this area with an aesthetically pleasing outfall, art pieces, signage or other enhancements. The City desires for the pond to provide aesthetic benefit to the neighborhood, while primarily functioning as a maintainable storm drainage facility.

Preliminary design documents by HDR produced a recommended preliminary design for the outfall, water quality pond, and storm alignment. A preliminary design Plan and profile of the Water Quality pond and Water/Sewer Relocations, to be designed with Phase 1A, is included in this RFP as Exhibit 8.

At the conclusion of the Preliminary Design, additional evaluation by the City led to multiple recommended revisions to the project scope, as outlined below.

1. **Alignment Shift**
    a. City staff recommended relocation of the storm trunk line from 2nd Avenue to CDOT Right-of-Way along Highway 85 to avoid utility and roadway disruption. An exhibit depicting this change is included in this RFP as Exhibit 9.
    b. City staff has coordinated with CDOT to ensure this alignment is acceptable to CDOT.
    c. Width of CDOT ROW between private property and Highway 85 roadway varies from 40 feet to 75 feet.
2. **Water Quality Pond Phasing**
    a. The City has decided to implement the full water quality pond in phases, with Pond Phase 1 occurring with this project, to include solely City ROW and City property. An exhibit depicting this change is included in this RFP as Exhibit 10.
    b. It is believed full water quality pond volume will not be required until a substantial amount of the 12th Street Outfall trunk line and collection system is constructed. The City wishes to delay Pond Phase 2, delaying required disruption of the Atmos regulation station and property acquisition until additional water quality volume is required.
3. **Poudre Trail Inclusion**
    a. The City of Greeley Parks, Trails and Open Lands Master Plan includes recommendation of the Poudre Bike Trail in the project location. The City would like to evaluate inclusion and design of the trail section in the vicinity of the outfall and under the Highway 85 bridge to be constructed with this project.
4. **Trunk Line Service Level**
    a. Preliminary Design sized inlets and laterals to capture the 10-year tributary runoff. During Benefit Cost Analysis of the 12th Street Outfall by ICON Engineering in 2020, it was recommended to increase inlets and laterals to accept additional flows given the projected schedule of final completion of the full outfall system.
    b. As a result, the BCA SWMM Model shall be used as the basis of design, rather than the Preliminary Design SWMM model.

Figure 7 – CDOT ROW as viewed north from 12th Street. Distance from property line to roadway varies from 40 to 75 feet

Figure 8 – Location of tightest clearance between Highway 85 and private property. Storm alignment must make 60 degree turn along approximate alignment of existing pictured swale

City staff has recognized the following additional project scope differences between Preliminary Design and requested Final Design as a result of the above recommended changes:

1. Additional survey and utility research will be required in CDOT Right-of-Way.
2. Cost savings and design challenges should be reduced by minimizing utility conflicts in 2nd Avenue.
3. With the absence of the trunk line in the 2nd Avenue and 10th Street intersection, there is additional room to design and construct Sanitary Relocation infrastructure, as currently being designed by Kimley-Horn.
4. The trunk line profile will need to be re-validated, as the trunk line will be lengthened.
5. The outfall location will be closer to the Highway 85 Bridge.
6. The 48" Storm line in 2nd Avenue north of 12th Street will no longer be absorbed in the designed 12th Street trunk line outfall. Instead, the City intends for the existing 48" outfall to remain in service to convey drainage from 10th Street and 11th Street systems to the Cache la Poudre River, with the portion of the 48" from 11th to 12th Streets no longer needed.
7. The CDOT Water Quality Pond along Highway 85 will be removed, and the designed Water Quality Pond in Phase 1B will serve water quality needs of the CDOT runoff (Muller Engineering, 2013).
8. Surface treatments in CDOT ROW may require concrete trickle channels and inlets due to gentle slopes.
9. The Phase 1B Water Quality Pond will reduce in volume; however, the pond is intended to treat flows from the 10th Street storm system, 11th Street storm system and CDOT Highway 85 runoff in addition to the 12th Street outfall flows.
10. Acquisition of 1012 2nd Avenue and further environmental assessment of the parcel is no longer required with this phase of the project.
11. Storm inlets and laterals will no longer be reconstructed in the 2nd Avenue and 11th Street intersection. However, the storm infrastructure at 2nd Avenue and 10th Street and 12th Streets will be replaced with this project.
12. The project will not be affected by timelines associated with major gas utility relocation or property acquisition.

13. A property easement will be required at 129 12th Street.

The overall intended scope of the project is depicted as Exhibit 11 of this RFP.

Phase 1A is currently in Final Design. Phase 1B design must coordinate with Phase 1A design.

Major design tasks and timeline for Phase 1B design project include:

1. Complete a detailed evaluation and analysis of all associated documents by April 2021;
2. Provide a Preliminary Design by May 2021; and
3. Complete a 50% Design Package by November 2021; and
4. Complete the construction bid package by August 2022.

C. Goals

The primary goal for this project is to design a major storm outfall system and water quality pond in accordance with the North Greeley and Downtown Storm Drainage Master Plan, 12th Street Outfall Preliminary Design, 12th Street Outfall Benefit Cost Analysis, and additional City recommendations.

City of Greeley priorities for this project include:

1. Coordinate for risk and potential conflicts with 12th Street Outfall Phase 1A, currently in design
2. Produce a constructible plan set that is cost effective.
3. Minimize operations and maintenance challenges with the final product.
4. Ensure public safety with final recommended infrastructure.
5. Produce a resilient and aesthetically pleasing outfall at a highly visible location
6. Improve the hydraulic service level of Highway 85 bridge over existing conditions.
7. Produce a final project based upon collaboration with other City divisions and public input.
8. Provide for inclusion of Poudre Trail crossing.

Other expectations:

1. Consultant should be prepared to meet at least once per month with the City Team, with other meetings as necessary dependent on workload and schedules.
2. Frequent, honest and straightforward communication will be a must.

SECTION II. STATEMENT OF WORK

A. Scope of Services

The City has determined that, at a minimum, the following scope of work will be necessary in order to successfully complete the project. Additional scope items may be proposed by prospective Consultants as a part of their Proposals. Changes-in-scope are possible, but not anticipated, after contract award and shall be dealt with on a case-by-case basis.

1. General Design Services

   a. Project Management and Coordination. The Consultant shall coordinate all aspects of the work, to include data collection, research, surveying, topographic verification and analysis, preparation of monthly progress reports, provide updates to the City via telephone and email as needed throughout the project;

b. Progress meetings. Progress meetings are required at least monthly via conference call. Four additional progress meetings should be planned for in the event that such meetings are needed. The Consultant shall prepare meeting minutes for each progress meeting for review, comment, and approval by the City. **Meeting minutes shall be provided to the City no later than 14 days after each progress meeting;**

c. Community Outreach and Engagement. The successful consultant shall assist with a Community Engagement process to seek input on current issues and acceptable levels of disruption during construction as well as convey critical project specific information to affected residents and businesses.

This project is anticipated to warrant production of a project webpage, to be housed on the consultant and/or City website. This process will additionally incorporate social media, traditional mailings, generation of content to be posted on the City of Greeley website, and a neighborhood meeting.

The setting of the neighborhood meeting may be virtual only, or may be an in person Open House format, as driven by COVID-19 guidelines. The Consultant shall prepare all material necessary for this meeting, including but not limited to: presentation, maps, posters, and handouts. The Consultant shall prepare meeting minutes from the public meeting for review, comment, and approval by the City. It is anticipated that at least a portion of this work will be accomplished using translators which will be either provided or coordinated by the City.

d. Quality Assurance/Quality Control. The Consultant shall perform QA/QC on all deliverables submitted to the City and other reviewing agencies. The Consultant shall provide a description of their QA/QC program as a part of their proposal. The selected Consultant shall conduct a Quality Control review of all work conducted under this project and the Consultant shall provide a P.E. *not involved with the design* to complete an independent Quality Assurance review of work product submitted to the City. **Documentation of QA/QC reviews shall be provided to the City in a format acceptable to the City.**

e. Review of Existing Information and Field Reconnaissance. Review and evaluate existing information pertinent to storm drainage and water quality in the project area with respect to identifying data and parameters needed for completing the design effort. This information is presented in greater detail in Exhibit 5, but includes, yet is not limited to, the following:

i. Preliminary Design Report for 12th Street Storm Outfall (HDR, Inc., 2019)

ii. Preliminary Design Plans for 12th Street Roadway Improvements and Storm Drain Outfall (HDR, Inc., 2019).

iii. Preliminary Design Survey files by King Surveyors on behalf of HDR Inc (2019).

iv. 12th Street Phase 1A Design Documents, produced concurrently with this project by Kimley Horn (2021).

v. 12th Street Phase 1A Subsurface Utility Engineering Report, Horrocks (2020).

vi. 12th Street Outfall Benefit Cost Analysis, Icon Engineering (2020).

vii. Lithos Engineering (2019), Geotechnical Data Report for 12th Street Outfall

viii. Phase I ESA Report, 12th Street Storm Sewer Project (ERO, 2019)

ix. Highway 85 Bridge As Built Drawings (CDOT)

x. North Greeley and Downtown Storm Drainage Master Plan Conceptual Design Report (ICON Engineering, Inc., 2017);

xi. Geographic Information Systems (GIS) data within the basin, including but not limited to existing structures, topography, roads, railroads, water features, soils, zoning, water distribution networks, storm sewers, and sanitary sewers; and,

xii. Record drawing information for City-owned utilities: water distribution, sanitary collection, storm drainage conveyance systems, and bridges, as available;

xiii. Inspection video for City-owned utilities: sanitary collection, storm drainage conveyance, as available;

xiv. Conduct field reconnaissance to verify the information gathered in subtasks i-xiii, above.

The City will provide the successful Consultant copies of the reports and data listed above. The reports will not be provided prior to contract award. Some GIS data is available for direct download at http://greeleygov.com/government/gis/gis-data-downloads.

Other GIS data can be obtained from the City of Greeley GIS Division. See http://greeleygov.com/government/gis for contact information.

f. Complete Subsurface Utility Engineering (SUE) Investigation. The Consultant, using organic staff or sub-consultants, shall conduct a thorough investigation of the utilities present within the project area in to achieve Quality Level A locations for identified utility conflicts with proposed gravity sewer alignments and Quality Level B for all other utility crossings. The Subsurface Utility Engineering Report shall be compliant with requirements set forth State of Colorado Senate Bill 18-167;

i. Please assume 15 potholes in your submitted proposal.

g. Conduct Ground Survey. Ground survey was completed by King Surveyors on behalf of HDR Inc for Preliminary Design for some, but not all, of the project area. The Consultant, using organic staff or sub-consultants, shall supplement existing survey data or recomplete a thorough ground survey of the project area.

i. Datum and Projection. The Consultant shall reference horizontal coordinates to the North American Datum 1983 (NAD83) High Accuracy Reference Network (HARN) Colorado State Plane, North Zone. Vertical coordinates shall be referenced to the North American Vertical Datum 1988 (NAVD88).

ii. Project Benchmark(s). The Consultant shall identify a National Geodetic Survey monument appropriate for the project benchmark. City of Greeley monuments shall not be used. Additional survey monuments shall be used as necessary in order to establish horizontal survey control.

iii. Topographic Survey. The Consultant shall conduct a topographic survey of the project area of detail sufficient to produce contour maps at a one (1) foot contour interval at a horizontal scale of no greater than 1 inch = 50 feet.

iv. Property Boundary Survey. The Consultant shall conduct a property boundary survey of the project area that identifies all utility easements and property lines and locates as many property corner pins as possible. Unfound pin locations shall be clearly noted on all survey documents, design drawings, and maps.

v. Constructed Infrastructure Survey. The Consultant shall identify all surface structures within the project area. Surface structures include, but are not limited to, buildings, fences, signs, trees, utility poles, and electric cabinets.

vi. Utility Survey. Ground survey of overhead utilities and easements within the project area shall be performed for the various alternative sanitary and water alignments identified during the alternative analysis phase of the project in order to identify and reduce utility conflicts. The Consultant will identify underground utilities in Task e; horizontal and vertical locations of above ground utilities shall be obtained under this task.

2. Preliminary Design

Preliminary Design Report. Preliminary Design has been completed for this project; however, substantive alterations of scope require revising some preliminary design tasks. The consultant shall utilize the information collected, discovered and calculated in Task 1 above to evaluate the alterations to the Preliminary Design as detailed in Section 2 above. This report shall include preliminary design calculations and exhibits to demonstrate at a preliminary level:

a. Water Quality Pond Sizing, to include:
   i. Reduced pond footprint/volume
   ii. Additional Highway 85 Water Quality volume
   iii. Additional 11th Street Outfall and 10th Street system Water Quality volume
   iv. Recommendation of the future phase of construction that will trigger expansion of the Water Quality Pond
b. Alignment Shift to CDOT ROW, to include:
   i. Identification of potential gravity utilities in conflict
   ii. Preliminary storm trunk line profile
   iii. Verification of acceptable flow capacity and outfall elevation
   iv. Verification of easement width required at 129 12th Street.
   v. Establishment of construction limits at 129 12th Street.
c. Floodway encroachment analysis, to include:
   i. Recommendation of the project to conceptually achieve a "No Rise" or whether a Conditional Letter Of Map Revision will be required.
d. Poudre Trail alignment, to include:
   i. Conceptual evaluation of feasibility of incorporating the Poudre Trail crossing into the project.
e. Any alternatives or recommendations beyond the scope of project identified with this RFP.
f. Project Delivery Method Recommendation.
   i. The Consultant shall evaluate possible project delivery methods, such as Design-Bid-Build, Design-Build, Project Partners, or Construction Manager-At-Risk, for use in the project and shall recommend the most appropriate method to the City. The City shall notify the Consultant of its project delivery selection when the Preliminary Design Report is accepted.
g. A legal description and exhibit shall be developed at this stage for required storm drainage easements.

3. FIR 50% Design

The Consultant shall produce 50% design services in accordance with the accepted recommendations of the Preliminary Design.

a. Hydrologic Design. Hydrologic design services will not be necessary for this project. The Consultant shall use flow rates corresponding to the flows calculated in the 2020 Benefit Cost Analysis and Sunrise Neighborhood Master Drainage Plan.

b. Hydraulic Design. Hydraulic design shall utilize the 2020 12th Street Outfall Benefit Cost Analysis EPA SWMM model as a baseline for the project, and update at each stage of design.

c. Utility Conflict Identification and Coordination. Using previously collected data, consultant shall identify areas of conflict between the proposed design and existing utilities. The Consultant shall also assist the City in coordination with utilities to resolve these conflicts.

d. 50% Design Drawings. The Consultant shall prepare design drawings at the 50% level for City review and approval. The design of the selected alternative(s) shall be presented in layout and plan-and-profile drawings on ANSI B-size drawings at a scale of 1 inch = 50 feet or less. The format of the drawings shall be in a format acceptable to the City and specimens of acceptable formats shall be presented by the City to the Consultant

e. 50% Design Opinion of Probable Cost. The Consultant shall prepare a list of pay items and unit costs relevant to the project for City review and approval. The approved unit prices shall be used by the Consultant to prepare an opinion of probable cost of the project at the 50% design level.

f. Technical Specifications and Project Special Provisions. The Consultant shall use the following technical specifications for this project:

   i. City of Greeley, Colorado, Department of Public Works (2015), Design Criteria and Construction Specifications Streets Volume I

   ii. City of Greeley, Colorado, Department of Public Works (2008), Design Criteria and Construction Specifications Storm Drainage Volume II

   iii. City of Greeley, Colorado, Department of Public Works (2008), Design Criteria and Construction Specifications Potable Water Distribution, Sanitary Sewer Collection, and Non-Potable Irrigation Systems Volume III

   iv. CDOT Standard Specifications for Road and Bridge Construction (2019)

   v. Where necessary, the Consultant shall identify any project technical specifications necessary.

g. Hydraulic Models and Electronic File Formats. Numerical models prepared for this study shall utilize the following software packages. Alternative packages may be proposed by the Consultant, but input and output files shall be compatible with the packages listed below:

   1) Urban Drainage and Flood Control District spreadsheets (most current versions):

      (i) UD-Inlet

      (ii) UD-Rational

      (iii) CUHP 2005 Version 2.0.1

      (iv) Other MHFD spreadsheets may be utilized, upon approval of the City.

   2) EPA-SWMM or other software capable of calculating all design information as identified in the relevant design guidance;

h. Mapping documents may be prepared in either geographic information systems (GIS) or computer-aided design (CAD) formats, subject to the following restrictions:

1) GIS files shall be in formats compatible with ArcGIS, version 10.3.

2) CAD files shall be in a format compatible with AutoCAD 2019.

3) Layer and symbology conventions shall be approved by the City.

i. City Team will conduct a thorough constructability review at the 50% or Field Investigative Review (FIR) complete stage.

Construction drawings shall be prepared in a format compatible with Autodesk Civil 3D 2019.

4. FOR (90%) Final Design

The Consultant shall provide final design services in accordance with the accepted recommendations of the 50% Design.

a. Prepare the Draft Design Report by addressing comments from the 50% Design and any new information gathered. Submit report for review at the 90% completion stage. 90% or Final Office Review (FOR) completion stage should include all necessary technical specifications as well as a complete cost estimate.

5. Bid Set Final Design

a. Construction Document Preparation. The successful consultant shall prepare and submit construction plans, specifications and contract documents and in accordance with the recommendations of the 90% Design.

6. Complete Floodplain Encroachment Analysis.

The Consultant shall complete hydraulic modeling on the Cache la Poudre River for Tasks 2-5 using Hec-Ras 5.0.7 to determine floodplain impacts at all stages (Tasks 2-5) of design.

a. Due to the planned removal of earthen material in the Cache la Poudre River and predominant project footprint outside the regulatory floodway, a CLOMR is not anticipated to be within the scope of this project. Consultants may propose a CLOMR with their proposal if believed to be required.
b. The Cache la Poudre RiskMap is expected to become regulatory in early 2022, prior to planned construction on this project. Consequently, only Preliminary Riskmap modeling files shall be used for this task.

7. Approvals and Permits

The City Stormwater Team will secure the necessary design approvals; Contractor will procure construction permits. The Consultant shall provide all exhibits required to secure any necessary permits. Anticipated permits may include but may not be limited to:

- CDOT Utility Permit
- City of Greeley Floodplain Development Permit
- City of Greeley Right-of Way Permit
- Section 404 Clean Water Act permit
- CDPHE Construction Dewatering
- Any other applicable permits

8. Post-Design Services

   The Consultant shall perform post design services in accordance with the recommendations of the accepted preliminary and final designs.

   a. To include review of shop drawings, structural inspections during construction and assistance in resolving questions or concerns with the design during the construction process.

9. Schedule of Deliverables.

   Work product deliverables shall be as follows:

   a. Subsurface Utility Engineering (SUE) Report. One electronic copy in Adobe Portable Document (PDF) format. One electronic copy in Microsoft Word.
   b. Abbreviated Preliminary Design Memorandum. One electronic copy in Adobe Portable Document (PDF) format. One electronic copy in Microsoft Word.
   c. Abbreviated Preliminary Design Exhibits. One electronic copy in Adobe Portable Document (PDF) format.
   d. Easement legal description and exhibit. One electronic copy in Adobe Portable Document (PDF) format.
   e. 50% Construction Plans. One electronic copy in Adobe Portable Document (PDF) format.
   f. Draft Design Report. One electronic copy in Adobe Portable Document (PDF) format. One electronic copy in Microsoft Word.
   g. Final Design Report. One electronic copy in Adobe Portable Document (PDF) format. One electronic copy in Microsoft Word.
   h. 90% Construction Plans. One electronic copy in Adobe Portable Document (PDF) format.
   i. 100% Bid Set Construction Plans. One sealed electronic copy in Adobe Portable Document (PDF) format.
   j. Technical Specifications. One sealed electronic copy in Adobe Portable Document (PDF) format. One electronic copy in Microsoft Word.
   k. Bid Tabulation.
   l. Engineer's Opinion of Probable Cost (50%, 90%, 100%).
   m. Electronic files - including AutoCAD, SWMM, CUHP and GIS - shall be submitted on electronic media of appropriate capacity. Flash drives and external hard disk drives shall be compatible with the USB 3.0 standard, backward-compatible to the USB 2.0 standard.
   n. All PDF Report sheets shall be 8.5-in by 11-in and/or 11-in by 17-in.
   o. All PDF Construction Plan Sheets shall be 11-in by 17-in or 22-in by 34-in.

B. Period of Award

The City desires that the project follow the schedule below:

- Date of Design Notice-to-Proceed to 1/6/2021
- Information Gathering, Review – 1/6/2021 – 4/15/2021
- Preliminary Design Submittal – 5/1/2021
- FIR (50%) Design Submittal – 10/31/2021
- FOR (90%) Design Submittal – 3/1/2022
- Bid Package Submittal – 7/1/2022
- Construction Bidding – August 2022
- Construction Award – September 2022
- Post-Design Services. October 2022 – October 2023

The completion date of providing the required final design services shall be September 1, 2022 and all required services is November 1, 2023.

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

C. Minimum Mandatory Qualifications of Offeror

To be considered responsive, all proposals MUST, at a minimum, include the following information:

1. The Consultant shall have completed at least three (3) large urban storm drain outfall projects in the last ten (10) years.
2. The Consultant's project manager shall have managed at least two (2) similar projects in the last ten (10) years.
3. The Consultant shall have a mix of project experience from both public sector and private sector projects that demonstrates a familiarity with City of Greeley and Mile High Flood District policies and design standards. Such experience does not have to come from stormwater projects, but may consist of land development and transportation projects as well.
4. Consultant shall have experience with alternative delivery methods as described in Section 2.e.i
5. The Consultant and Project Manager shall have managed at least one Letter of Map Revision, as approved by FEMA, in the last five (5) years.

SECTION III. ADMINISTRATIVE INFORMATION

A. Issuing Office:

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

B. Official Means of Communication:

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

C. Inquiries:

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

E-Mail: doug.clapp@greeleygov.com
Subject Line: RFP #FD20-10-145 – 12th Street Outfall Phase 1B

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

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

D. Insurance: (Exhibit 4)

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

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

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

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

E. Modification or Withdrawal of Proposals:

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

F. Minor Informalities:

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

G. Responsibility Determination:

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

H. Acceptance of RFP Terms:

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

I. Protested Solicitations and Awards:

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

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

J. Confidential/Proprietary Information:

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

information will be considered confidential/proprietary. Questions regarding the application of this procedure must be directed to the Purchasing Contact listed in this RFP.

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

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

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

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

O. RFP Response/Material Ownership:
All material submitted regarding this RFP becomes the property of the City of Greeley, unless otherwise noted in the RFP.

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

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

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

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

T. Certification of Independent Price Determination:

1. By submission of this proposal each offeror certifies, and in the case of a joint proposal each party, thereto certifies as to its own organization, that in connection with this procurement:

a) The prices in this proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
b) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening, directly or indirectly to any other offeror or to any competitor; and
c) No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

2. Each person signing the Request for Proposal form of this proposal certifies that:
a) He/she is the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to (1.a) through (1.c) above; or
b) He/she is not the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein but that he/she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (1.a) through (1.c)above, and as their agent does hereby so certify; and he/she has not participated, and will not participate, in any action contrary to (1.a) through (1.c) above.

3. A proposal will not be considered for award where (1.a), (1.c), or (2.) above has been deleted or modified. Where (1.b) above has been deleted or modified, the proposal will not be considered for award unless the offeror furnishes with the proposal a signed statement which sets forth in detail the circumstances of the disclosure and the City's Purchasing Manager, or designee, determines that such disclosure was not made for the purpose of restricting competition.

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

U. Taxes:

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

V. Assignment and Delegation:

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

W. Availability of Funds:

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

X. Standard of Conduct:

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

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

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

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.

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

Proposals shall be submitted in a single Microsoft Word or PDF file under 20MB.

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

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

To facilitate the evaluation, offeror shall submit and organize all responses in the same order as listed in Section V. Proposals that are determined to be at a variance with this requirement may not be accepted. The City only accepts proposals in hard copy format and does not accept proposals submitted via fax or email.

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

SECTION V. RESPONSE FORMAT

The following items are to be included in your proposal. The entire proposal document may be no longer than eighteen (18) pages, excluding front and back cover pages, personnel resumes, subcontractor resumes, and table of contents page.

To facilitate timely review by the City, each Proposal shall be divided into the following major sections:

Deviation from this may render your proposal non-responsive.

A. **Cover Letter.** Include a cover letter introducing your company, summarizing your qualifications, and detailing any exceptions to this RFP (please note that significant exceptions may make your proposal non-responsive). This letter should also provide principal contact information for this RFP, including address, telephone number, fax number, e-mail, and website (if applicable).

B. **Use of Subcontractors/Partners.** There may be areas for use of subcontractors or partners in this project. If you are utilizing this approach, your proposal must list the subcontractors/partners, their area(s) of expertise, and include all other applicable information herein requested for each subcontractor/partner. Please keep in mind that the City will contract solely with your company, therefore subcontractors/partners remain your sole responsibility.

C. **Minimum Mandatory Qualifications.** Include an itemized description of how your company meets each of the minimum mandatory qualifications outlined in Section II, C. Failure to meet or exceed these requirements will disqualify your response. The successful firm will demonstrate conclusively how the company exceeds these minimum mandatory qualifications

and will also communicate additional qualifications that would bring additional value to the project.

D. Company Information

1. Provide the following information as listed: Company Name, Address, Phone Number, and Names of Principals.
2. Identify the year in which your company was established and began providing consulting services.
3. Describe any pending plans to sell or merge your company.
4. Provide a comprehensive listing of all the services you provide.

E. Company and Personnel Qualifications

Describe your company's qualifications to perform the work described in Section II.

1. Describe your customer service philosophy
2. Firm's Related Experience: State firm's particular abilities, experience, and qualifications related to this project.
3. Results of Previous Projects: Provide information from at least three (3) projects of similar scope. Include, at a minimum, the following information:
   a. Client/company name,
   b. Contact name,
   c. Phone number,
   d. Fax number,
   e. Email address,
   f. Brief description of project,
   g. Status of project,
   h. Results of the project.

   The City reserves the right to contact the references provided in your proposal as well as other references without prior notification to you.
4. Qualifications of Assigned Personnel: Provide the names and resumes of the key personnel that will be performing the proposed services, including the primary project manager.
5. Qualifications of Subcontractors: List the names of the subcontractors you expect to use, the services to be provided by the subcontractors and the amount of time that each is expected to spend on the project. Also, include the names and resumes of the key subcontractor personnel who will be working on the project. Please keep in mind that the City will contract solely with your company, therefore subcontractors/partners remain your sole responsibility. This project is expected to require utility installation via horizontal boring.
5. Budget and Cost Control: Describe in detail the firm's project and budget management program.
6. Quality Assurance/Quality Control: Describe the firm's quality assurance/ quality control program.

F. Approach to Scope of Work

Describe how your company will accomplish the tasks set forth in Section II, above. Your proposal should detail your understanding of the goals of the project, the opportunities that the project may reveal, the constraints that may affect the project, and how you will address these issues to produce an optimal design.

1. Describe your project approach and ideas that you would apply to this project which will enhance the quality of your services.
2. Provide a bullet-pointed list of the services that you intend to provide.
3. Describe your familiarity with the local area and issues and stakeholders directly related to this project.
4. Provide a specific timeline or schedule for the work. (Spell out milestones if needed. Example: including development of preliminary design & cost estimates, meetings with City staff, completion of final design, cost estimates and bidding documents.) Firms shall expect three (3) weeks for City staff review time of all formal deliverables. Define the project in terms of major work products and timelines including appropriate QA/QC and City staff reviews. Show milestones and completion dates on the schedule.
5. List the number of people that you can commit to working on this project and the amount of time each is expected to spend on the project.

G. Value/Cost of Efforts

Submit a project proposal that includes a discussion of fees.

1. Submit a fee estimate organized around the project schedule. Base your fee estimate on the staff time listed in V.F.5, above.

H. Proposal Acknowledgement: (Exhibit 1)

Include this form as provided in Exhibit 1.

SECTION VI. EVALUATION AND AWARD

A. Proposal Evaluation

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

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

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

1. Firm's related experience. (25 Points)
2. Results of previous projects. This criterion may include reference checks. (10 Points)
3. Evaluation of the qualifications of assigned personnel. (15 Points)
4. Firm management to include Quality Control/Quality Assurance program, budget controls, and cost controls. (5 Points)
5. Understanding of project requirements and project approach/ proposal. (30 Points)
6. Familiarity with the local area and the project. (5 Points)

7. Ability to complete the work in the required time frame, considering firm's current and projected workloads. (5 Points)
8. Firm's proposed cost of services. (5 Points)

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

B. Negotiation with Selected Firm

The City of Greeley will enter into negotiations with the firm selected by the review committee. During this process, the selected firm will develop a specific scope and fee which will be discussed with the City of Greeley Project Manager. This scope and fee will be the basis for the contract. If agreement cannot be reached between the City and Consultant regarding scope and fee, the City reserves the right to proceed to the next highest ranked firm from the proposal evaluations.

C. 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.

CONTRACT ADDENDUM
COVID-19 RISK MITIGATION

1) Implementation of Basic Infection Prevention Measures:

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

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

2) Employees must ask themselves the following questions:

- Do I have a runny nose, sneezing, cough, sore throat, diarrhea, nausea or vomiting (not related to other health conditions such as known allergies or chronic illness)?

- Am I having trouble breathing in a manner that is out of the ordinary for me?

- Do I have a sore throat?

- Have I experienced an exposure or have I been in close contact with anyone experiencing the symptoms described above or who is suspected to have/diagnosed with COVID-19?

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

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

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

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

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

1) Reduce size of work crews: Teams should reduce the number of people in each work crew to the minimum number of people possible to perform the task safely, even

if the reduction of crew size means the job takes longer.

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

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

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

5) Office work should be done remotely, whenever possible: Office functions associated with a project (e.g. accounting or records) should be done from home to the maximum extent practicable.

6) In-person meetings should be avoided: Office meetings and consultations should take place virtually, with participants working from home or their work truck, whenever possible. If an in-person meeting is absolutely necessary, that must be limited to fewer than ten people, and participants must maintain 6 foot distance at all times during the meetings. All surfaces should be wiped down before and after the meeting, and hand washing should also occur before and after the meeting.

7) Workers must not congregate during breaks: Construction workers should not congregate for lunch or other breaks.

8) Activity specific work plans: Contractors should consider all job activities and review how they can be accomplished using necessary social distancing and sanitation protocols.

c. General Recommendations for Routine Cleaning and Disinfection on the Jobsite:

1) Contractors and subcontractors should use disposable wipes to wipe down used communal items like tools, equipment and job-boxes.

2) Make wipes and disinfectant available in common areas and "shared" equipment to allow workers to clean equipment before and after use.

3) Before using Aerosol Disinfectants on Fall Protection Harnesses, Connectors or Rigging, consult the manufacturer recommendations for cleaning since these can deteriorate the fibers of the material.

4) Practice routine cleaning of frequently touched surfaces (for example: tables, workstations, doorknobs, handles, etc.) with household cleaners and EPA-registered disinfectants that are appropriate for the surface, following label instructions. Labels contain instructions for safe and effective use of the cleaning product, including precautions you should take when applying the product, such as wearing gloves and making sure you have good ventilation during use of the product.

d. General Recommendations on How to Clean and Disinfect Surfaces:

1) Wear disposable gloves when cleaning and disinfecting surfaces. Gloves should be discarded after each cleaning. If reusable gloves are used, those gloves should be dedicated for cleaning and disinfection of surfaces for COVID-19 and should not be used for other purposes. Consult the manufacturer's instructions for cleaning and disinfection products used. Clean hands immediately after gloves are removed.

2) If surfaces are dirty, they should be cleaned using a detergent or soap and water prior to disinfection.

3) For disinfection, diluted household bleach solutions, alcohol solutions with at least 70% alcohol, and most common EPA-registered household disinfectants should be effective.

4) Diluted household bleach solutions can be used if appropriate for the surface. Follow manufacturer's instructions for application and proper ventilation. Check to ensure the product is not past its expiration date. Never mix household bleach with ammonia or any other cleanser. Unexpired household bleach will be effective against coronaviruses when properly diluted. Prepare a bleach solution by mixing:

- 5 tablespoons (1/3rd cup) bleach per gallon of water or
- 4 teaspoons bleach per quart of water

5) A list of CDC-approved disinfectants against viruses (including COVID-19 virus), see: https://www.epa.gov/pesticide-registration/list-n-disinfectants-use-against-sars-cov-2 Follow the manufacturer's instructions for all cleaning and disinfection products (e.g., concentration, application method and contact time, etc.).

6) For soft (porous) surfaces such as carpeted floor and rugs, remove visible contamination, if present, and clean with appropriate cleaners indicated for use on these surfaces.

e. Detailed Recommendations for Cleaning and Disinfecting on the Jobsite:

1) Sanitation Units (Portable Toilets)

- Evaluate and provide additional restrooms (with hand sanitizer) as needed.
- Frequently or as needed, clean the surfaces that are dirty. They should be cleaned using a detergent or soap and water prior to disinfection.
- Use an Aerosol Disinfectant or diluted household bleach solutions (mentioned in the section above) to disinfect the commonly used items on the unit (handles, locks, toilet seat, etc.).
- With the promotion of frequent handwashing, it is more likely that the handwashing stations will need frequently or as needed refill of the water tank, soap/hand sanitizer dispensers and paper towel dispenser. It is recommended to add a morning and afternoon inspection of the units to guarantee they are serviceable.

2) Project Site Offices, Conference Rooms, Break Areas and Other Common Areas:

- Frequently or as needed, clean the surfaces that are dirty. They should be cleaned using a detergent or soap and water prior to disinfection.
- Wipe down tables and chairs with household cleaners or disinfectant wipes that are appropriate for the surface, following label instructions.
- Floor should be swept and disinfected with a diluted household bleach solution.
- As there is no designated lunch break area on for field personnel, it is recommended that lunch breaks be taken in personal vehicles or segregated around the site. Please do not congregate in tool trailers or connex boxes. This will help maintain social distancing of 6 feet.

3) Jobsite Entrances, Gates and Doors:

- Routine cleaning of the pull handles, locks and/or panic devices on doors by wiping them down with household cleaners or disinfectant wipes that are appropriate for the surface, following label instructions.

4) Operators of Light and Heavy Equipment (Forklifts, Scissor Lifts, Excavators, Loaders, Scrapers, etc.)

- Prior to and after use, wipe down controls, seats, handrails or other frequently touched surfaces with household cleaners or disinfectant wipes that are appropriate for the surface, following label instructions.

5) Hand Hygiene and other Preventive Measures:

- Employees should clean hands often, including immediately after removing gloves and after contact with any other person, by washing hands with soap and water for at least 20 seconds. If soap and water are

not available and hands are not visibly dirty, an alcohol-based hand sanitizer that contains at least 60% alcohol may be used. However, if hands are visibly dirty, always wash hands with soap and water.

- Employees should follow normal preventive actions while at work and home, including recommended hand hygiene and avoiding touching eyes, nose, or mouth with unwashed hands.

2. Update Safety Procedures

a. Contractors will update their safety procedures to implement the guidance issued by federal, state and local authorities related to COVID-19, as well as to implement the procedures required by this addendum.

b. Contractors will train employees on the updated safety policy.

c. Contractors will ensure that all subcontractors are aware of and follow Contractors updated safety policy.

3. City of Greeley Project Sites Controls:

a. Site Isolation:

1) All Contractors and Subcontractor shall minimize or eliminate activities within City of Greeley facilities that require operations by City Staff. If City Staff and Contractor are required to be located in the same facilities, the Contractor shall coordinate with the Project Manager to minimize contact and reduce exposure.

2) All Contractors and Subcontractors shall eliminate face to face meetings to minimize possible of exposure. All questions, concerns, and construction related questions shall be address through phone communications.

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

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

b. Personal Protective Equipment (PPE):

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

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

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

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

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

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

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

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

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

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