

CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES
F24-03-020 Lincoln Park Design Services

This Contract is made as of **March 14, 2024**, by and between the City of Greeley, Colorado, hereinafter referred to as the CITY, and [ENTER CONSULTANT’S NAME] authorized to do business in the State of Colorado, hereinafter referred to as the CONSULTANT, whose address is [ENTER CONSULTANT’S MAIN ADDRESS].

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

ARTICLE 1 - SERVICES

The CONSULTANT'S responsibility under this Contract is to provide professional/consultation services in the area of master planning, landscape architecture and civil engineering. More specifically, the scope of services is attached (Exhibit A). The services of the CONSULTANT shall be under the direction of the Project Manager who has been designated by the Culture, Parks, and Recreation 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 December 31st, 2025, in conjunction with the attached schedule.

ARTICLE 3 - PAYMENTS TO CONSULTANT

- A. The CITY shall pay to the CONSULTANT for services satisfactorily performed, based on sum not to exceed [Enter Bid Amount], which includes all direct charges, indirect charges, and reimbursable expenses stated in the attached document. The CONSULTANT will bill the CITY on a monthly basis or as otherwise provided for services rendered toward the completion of the Scope of Work. The amounts billed shall represent the sum of billable time (including overhead and profit) for labor hours expended plus any other allowable costs and expenses for services stated in the attached document. The CONSULTANT shall track expenditures and inform the CITY of any possible cost overrun prior to completing work that would overrun the maximum contract sum. The CITY may choose to increase the budget for the work using a mutually acceptable contract amendment or it may choose not to increase the budget and terminate the work accordingly.
- B. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the Project Manager, indicating that services have been rendered in conformity with the Contract and then will be sent to the Finance Department for payment.
- C. Payment Terms shall be **Net 30 Days** from the date of the CONSULTANT’S invoice.

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

ARTICLE 12 - SUCCESSORS AND ASSIGNS

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

ARTICLE 13 – REMEDIES

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

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

ARTICLE 14 - COLORADO LAW

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

ARTICLE 15 - CONFLICT OF INTEREST

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

The CONSULTANT shall promptly notify the CITY in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the

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

ARTICLE 16 - EXCUSABLE DELAYS

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the CONSULTANT'S control and without its fault or negligence. Such causes may include, but are not limited to: acts of God; the CITY'S 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 it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 21 - ACCESS AND AUDITS

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of this Contract. The CITY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CITY'S cost, upon five (5) days written notice.

ARTICLE 22 - NONDISCRIMINATION

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

ARTICLE 23 - SURVIVAL

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

ARTICLE 24 - ENTIRETY OF CONTRACTUAL AGREEMENT

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

ARTICLE 25 - ENFORCEMENT COSTS

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

ARTICLE 26 - AUTHORITY TO PRACTICE

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

ARTICLE 27 - SEVERABILITY

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

ARTICLE 28 - AMENDMENTS AND MODIFICATION

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

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

If the CITY so instructs in writing, the CONSULTANT shall suspend 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 - 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 30 - 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 31 - 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:

THE CITY OF GREELEY:

The City of Greeley
Department/Division Name
Department Contact Name
Street Address
Greeley, CO 80631
Email:
Phone:

CONSULTANT:

Consulting Firm Name
Division/Department Name (*if applicable*)
Consultant Contact Name
Street Address #1
City, State, Zip Code
Email:
Phone:

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

EXECUTED:
The City of Greeley
Approved as to Substance

Signed: _____
Name: _____
Title: _____
Date: _____

CONSULTANT:

Signed: _____
Name: _____
Title: _____
Date: _____

ENDORSED:
The City of Greeley
Approved as to Legal Form

Signed: _____
Name: _____
Title: _____
Date: _____

ENDORSED:
The City of Greeley
Certification of Contract Funds Availability

Signed: _____
Name: _____
Title: _____
Date: _____

Exhibit A

Scope of Services

Section 1: Scope of Services

1.1 - General Scope

This project is to provide a full design and engineering improvement package for the entirety of Lincoln Park. The planning and engineering package shall consider the following, among other items:

- Overall space assessment and site layout
 - Pedestrian walking paths and site layout
 - Shade and picnic areas
 - Playground area
 - Access and traffic patterns in the park area
 - Fire access
 - Event planning and setup
- Vegetation
 - Retention and protection of existing trees
 - Vegetation placement
 - Grass and tree recommendations
- Stormwater and drainage considerations
- New irrigation system
- Onsite existing utilities

Other City of Greeley capital projects that need to be considered and include, among other items:

- 9th & 10th Streets Corridor Project
- UCCC entrance and plaza

In accordance with HB21-1110, the accessibility law for Colorado state and local government, all generated PDFs and documents must be designed to meet state digital accessibility compliance standards to ensure they are legible, scannable and searchable to all readers.

1.2 - Project Scope

The scope of services shall be divided into eleven major components:

- 1.2.1 General Project Coordination and Management
- 1.2.2 Survey Mapping
- 1.2.3 Public Outreach and Engagement
- 1.2.4 Conceptual Master Plan
- 1.2.5 30% Design Documents
- 1.2.6 50% Design Documents
- 1.2.7 75% Design Documents
- 1.2.8 95% Design Documents
- 1.2.9 Contractor Bidding
- 1.2.10 Issue for Construction Documents
- 1.2.11 Construction Administration

The City expects Project Coordination shall be done throughout the life of the project, with construction proposal support expected to be minimal, but as required on an as-needed basis.

1.2.1 - General Project Coordination and Management

General Project Coordination and Management shall include but is not limited to:

- Project Preparation and Setup;
- General Data Gathering, Field Investigations, and Documentation;
- Correspondence;
- Management and Administration;

- Coordination with Various Agencies;
- Historic Preservations Commission applications
- Meetings;
 - Pre-Design Meeting and Site Walk;
 - Stakeholder Design Workshops (to support the Conceptual Design);
 - Progress Meetings (3 total; at 30%, 50% and 75%); and
 - Bi-Weekly Project Management meetings;
 - All meetings shall be held at City of Greeley facilities (if applicable)
- Monthly Progress Reports. The consultant shall submit monthly written progress reports with the pay applications documenting the current project status, changes, design challenges, budgeting, and other relevant information in order to track the progress of the project; and
- Consultant Quality Assurance. Prior to each submittal, the consultant shall perform a QA/QC process which shall involve an internal review as established by the consultant. This review shall seek to provide comments and edits before delivery to the City.

Overhead costs such as printing, travel and other direct cost expenditures shall be considered incidental to the project unless included in a specific task as a Lump Sum pay item.

While General Project Coordination and Management shall be included as a task within the proposed cost, no deliverables (other than progress reports and meeting minutes) are associated with this task.

1.2.2 - Survey Mapping

Survey Mapping shall include:

- Topographic Survey. The consultant, using organic staff or sub-consultants shall prepare a topographic survey base map of the entire project area. Base map is to include at a minimum ROW's, property lines, easements and ownerships as well as all salient and underground physical features, topography, drainage and storm features, utility features (including invert information), all 2" plus caliber trees with both location and type of tree, among other items. The survey shall be of such accuracy to support engineering design work.

The topographic survey shall generally include 11 acres from the rights-of-way opposite the park along 7th St, 9th Ave, 9th St, and 10th Ave.

While Survey Mapping shall be included as a task within the proposed cost, no formal deliverables are associated with this task. The final electronic survey shall be supplied to the City for reference purposes only.

1.2.3 – Public Outreach and Engagement

The successful consultant shall assist with the development of a Community Engagement process to seek input on park designs and improvements. It is important to the City that residents, businesses, stakeholder organizations, and City of Greeley staff have an opportunity to provide input on improvements early in the design process. This process may incorporate social media, traditional mailings, neighborhood meetings, attendance at community gatherings as well as a website design assistance, designed by the City incorporating content from the Consultant. The successful consultant shall assist with the development of a communication and engagement plan while working in collaboration with the city's Communication & Engagement department to utilize their tools (Engagement HQ, social, web, etc.) to communicate and engage with the community. The Consultant Design Team shall prepare all material necessary for public engagement efforts, including but not limited to: presentations, maps, posters, and handouts, The Consultant Design Team shall prepare meeting minutes from the public meeting for review, comment, and approval by the City.

Services for this section shall include the following at a minimum:

- Work in collaboration with city staff and consultants to identify means of communication and outreach best suited for the target audience. This work will be done in collaboration with C&E staff member assigned to this project
- Consultant team will be required to have at least 1 bilingual Spanish team member or translator that is familiar with the project and can participate in the development of community engagement strategies and presentation.
- Compile all community engagement results into a useful summary, which can be used to document the process. In an effort to maintain transparency and build trust through the process, these documents will be made publicly available.
- Meeting attendance of a minimum of six (6) Advisory Committee meetings will be required. The Committee will include representatives from multiple city departments, partners and project stakeholders that might include representatives from neighborhoods, park user groups or elected officials. Consultant will be required to provide

agendas and facilitate the meetings to ensure improvements are developed per the community's preference and City of Greeley's standards. Consultant will provide meeting notes within 1 weeks' time.

- Attendance of a minimum of three (3) pre planned community events either hosted by the City of Greeley or its partners. These community events will allow the Consultant Design Team to gather input from attendees and observe park use during large scale events. Consultant will be required to prepare outreach and presentation materials at these events. Consultant will provide results from these events within 1 weeks' time.
- Attendance of a minimum of four to six (4 to 6) project-specific public meetings organized by the Consultant and hosted at City facilities or businesses near Lincoln Park.
- Translation services for all engagement materials through the City's preferred vendor, Mile High Translations.
- Establish a public engagement schedule that clearly depicts engagement details, intended results and dates for community publication. The results of each community engagement strategy will be expected to be publicly available within one week of the event.
- Provide regular updates to be included on the project website, Engagement HQ.
- Should established community outreach prove to be limited in its success, consultant will be expected to revise strategies.

1.2.4 – Conceptual Master Plan

After review of relevant project documentation and prior to beginning the Conceptual Master Plan, design workshops shall be held with project stakeholders, in order for the City to communicate the needs of the project to the design team. The design workshops shall be up to 4 hours in length and shall be held in City of Greeley facilities.

The Conceptual Master Plan shall include but is not limited to:

- Review of Documentation. The consultant shall review documents from the previous master plan, engineering designs, historical documents, and other relevant documents;
- Traffic Pattern Analysis. A traffic pattern analysis of the project area shall be undertaken to support the traffic flow recommendations for the project;
- Utility Analysis. An analysis of ultimate utility needs and layouts for the project shall be included;
- Drainage and Water Quality Analysis. A general drainage analysis shall be created to review the site drainage and storm sewer needs.
- Overall Space Assessment and Site Layout. An updated site layout shall be produced that reflects the community's goals for the project.
- Conceptual Master Plan Report. A report outlining the revised master plan of Lincoln Park shall be authored. The intent of this master plan report is to support decisions for the design documents in compliance with previous City of Greeley resolutions, Historic Preservation Commission, and relevant planning documents. The report shall contain relevant data as gathered above as well as conceptual costing, maps, plans, and proposed construction of Lincoln Park considering the city's budget and short and long-term needs. The conceptual budget shall be broken down by tasks in such a manner that, in the event that not all the park improvements can be conducted within the current budget constraints, the budget supports the decision process prioritization of what improvements can be conducted during this phase of the project.
- The consultant shall lead a design workshop to finalize the scope of the project. The design workshop may be up to 4 hours in length and is separate from the meetings included in the Public Outreach and Engagement phase of the project.

The information developed in the Conceptual Master Plan and design workshop shall be used to define the scope of the final improvement project within the budget constraints of the project. Items that are deemed to be included within the project shall be advanced to final design while items to be excluded from the project shall be considered in the final design in layout / conceptual form only. The total project budget is \approx \$3M and cannot be exceeded. The design consultant shall work with the City to prioritize the needs of the project to create a design document package that is within the construction budget for the project.

1.2.5 – 30% Design Documents

The consultant shall supply design documents to be released in packages of increasing clarity and definition to support project decisions and ultimately contractor bidding for construction purposes. The design documents shall include full development of Lincoln Park items that were included in the project from the Conceptual Master Plan.

The consultant shall supply 30% design documents with the intent of defining the scope of the project.

The 30% Design Documents shall include but is not limited to:

- 30% Design Development Review Set. The consultant shall create a 30% design development review set per City of Greeley Standards as outlined in the Design Criteria and Constructions Specifications. This 30% DD set shall include but may not be limited to general notes, grading, demolition, geometric design, landscape design, tree protection, drainage, storm water management, plan and profiles, cross sections, signage and striping, typical details, erosion control plan and more.
- Quantity and Opinion of Cost. Consultant shall provide a preliminary quantity take off and opinion of probable cost.
- Constructability Review. The consultant shall perform a constructability review of the 30% design to identify risk of special areas of interest. Results of the constructability review shall be documented in a formal memo style report and issued with the 30% set. Design optimizations and Value Engineering shall be incorporated into the 50% DD set.
- Drainage Report. The consultant shall create a preliminary drainage report to support storm water design for the project.
- QA/QC. The consultant shall perform QA/QC on the 30% DD set. The QA/QC reviewed set shall be supplied to the City as part of the 30% DD deliverable package.
- A progress meeting with the City project manager.

The City project manager will route the submittal to all City of Greeley staff and stakeholder representatives assigned to the project for initial review. Comments and redlines will be shared with the consultant after City review is complete. The Consultant shall prepare tabulated responses to all comments and include it with the 50% submittal.

The City and design consultant shall use the 30% DD's and Opinion of Cost to finalize the scope of the project and identify specific engineering concerns. Changes in the scope of the project and value engineering of the project shall be included after the 30% DD Progress Meeting.

1.2.6– 50% Design Documents

The consultant shall supply 50% design documents with the intent of adding clarity and finalizing the scope of the project. Documentation supporting the design drawings shall be created including special provisions, specifications, and any other written document necessary to fully construct the project. The 50% submittal should include a graphics package with renderings that visually represent design ideas shown in the 50% design documents.

The 50% Design Documents shall include but is not limited to:

- 50% Design Development Review Set. The consultant shall create a 50% design development review set per City of Greeley Standards as outlined in the Design Criteria and Constructions Specifications. This 50% DD set shall include but may not be limited to general notes, grading, demolition, geometric design, landscape design, tree protection, drainage, storm water management, plan and profiles, cross sections, utilities, signage and striping, phasing, typical details, erosion control plan and more. The 50% DD set shall include details, cross sections, and all other design items required to construct the project in full.
- Quantity and Opinion of Cost. Consultant shall provide a refined quantity take off and opinion of probable cost to an accuracy of $\pm 25\%$.
- Constructability Review. The consultant shall perform a constructability review of the 50% design to identify the risk of special areas of interest. Results of the constructability review shall be documented in a formal report and issued with the 50% set. Design optimizations and Value Engineering shall be incorporated into the 75% DD set.
- Specifications. The consultant shall develop specifications to support the design drawings. The specifications shall include materials, testing procedures, testing frequency, workmanship requirements, codes, procedures and any other item required to fully construct the project.
- Special Provisions. The consultant shall create special provisions for the project as required to support the design drawings. The special provisions shall include any information required for the contractor to fully construct the project that is not listed elsewhere in the design documents. The special provisions shall include basis of payments, unit of measurements, required permits, specifications associated with each pay item, and definition of any other special consideration for the contractor to fully construct the project.
- Drainage Report. The consultant shall refine the drainage report to supplement the drainage design of the project. The consultant shall submit the 50% drainage report to the City of Greeley for formal initial review. Responses to all comments made by the City of Greeley shall be tabulated and included with the 75% drainage report submittal.
- QA/QC. The consultant shall perform QA/QC on the 50% DD set. The QA/QC reviewed set shall be supplied to the City as part of the 50% DD deliverable package.
- City Submittal. The consultant shall submit the 50% DD set to the City of Greeley for formal review.
- Graphics Package: The consultant shall provide sketches, illustrated site plan, illustrated site plan enlargements, perspective renderings, material boards, and any other graphics necessary to visually represent design ideas generated during the planning process.

The City project manager will route the submittal to all City of Greeley staff and stakeholder representatives assigned to the project for formal review. Comments and redlines will be shared with the consultant after City review is complete. The Consultant shall prepare tabulated responses to all comments and include it with the 75% submittal.

1.2.7 – 75% Design Documents

The consultant shall supply 75% design documents with the intent of adding clarity and refining the engineering detail of the project. Documentation supporting the design drawings shall be created including special provisions, specifications, and any other written document necessary to fully construct the project.

The 75% Design Documents shall include but is not limited to:

- 75% Design Development Review Set. The consultant shall create a 75% design development review set per City of Greeley Standards as outlined in the Design Criteria and Constructions Specifications. This 75% DD set shall include but may not be limited to general notes, grading, demolition, geometric design, landscape design, amenity area enlargements, tree protection, drainage, stormwater management, plan and profiles, utilities, cross sections, utilities, signage and striping, phasing, typical details, erosion control plan and more. The 75% DD set shall include details, cross sections, and all other design items required to construct the project in full.
- Quantity and Opinion of Cost. Consultant shall provide a refined quantity take off and opinion of probable cost to an accuracy of $\pm 15\%$.
- Constructability Review. The consultant shall perform a constructability review of the 75% design to identify the risk of special areas of interest. Results of the constructability review shall be documented in a formal report and issued with the 75% set. Design optimizations and Value Engineering shall be incorporated into the 95% DD set.
- Specifications. The consultant shall refine the specifications to support the design drawings. The specifications shall include materials, testing procedures, testing frequency, workmanship requirements, codes, procedures and any other item required to fully construct the project.
- Special Provisions. The consultant shall refine the special provisions for the project as required to support the design drawings. The special provisions shall include any information required for the contractor to fully construct the project that is not listed elsewhere in the design documents. The special provisions shall include basis of payments, unit of measurements, required permits, specifications associated with each pay item, and definition of any other special consideration for the contractor to fully construct the project.
- Drainage Report. The consultant shall refine the drainage report to supplement the drainage design of the project. The consultant shall submit the 75% drainage report to the City of Greeley for formal initial review. Responses to all comments made by the City of Greeley shall be tabulated and included with the 95% drainage report submittal.
- QA/QC. The consultant shall perform QA/QC on the 75% DD set. The QA/QC reviewed set shall be supplied to the City as part of the 75% DD deliverable package.
- City Submittal. The consultant shall submit the 75% DD set to the City of Greeley for preliminary review. Based on the City's comments the consultant may be required, at the City's discretion, to revise the 75% DD set and resubmit the set with a tabulated list of the city's comments and how each comment was addressed.

The City project manager will route the submittal, or revised submittal, to all City of Greeley staff and stakeholder representatives assigned to the project for formal review. Comments and redlines will be shared with the consultant after City review is complete. The Consultant shall prepare tabulated responses to all comments and include it with the 95% submittal.

1.2.8 – 95% (Issue for Bidding) Design Documents

The consultant shall supply 95% design documents with the intent of finalizing the design and details of the project. All 95% design documents shall be used for contractor bidding on the project and shall be sealed and stamped by a Professional Engineer licensed in the State of Colorado.

The 95% Design Documents shall include but not be limited to:

- 95% Design Development Review Set. The consultant shall create a 95% design development review set per City of Greeley Standards as outlined in the Design Criteria and Constructions Specifications. This 95% DD set shall include but may not be limited to general notes, grading, demolition, geometric design, landscape design, amenity area enlargements, tree protection, drainage, storm water management, plan and profiles, cross sections, signage and striping, phasing, utilities, typical details, erosion control plan and more. The 95% DD set shall include details, cross sections, and all other design items required to construct the project in full. The consultant shall submit the entire 95% DD set to the City of Greeley for final review. The final City of Greeley review shall include at a minimum review by Engineering Development Review, Water and Sewer, Public Works, Storm Water, Parks and other relevant city

departments. Based on the City's comments the consultant shall revise the 95% DD set and resubmit the set with a tabulated list of the city's comments and how each comment was addressed.

- Quantity and Opinion of Cost. Consultant shall provide a final quantity take off and opinion of probable cost to an accuracy, including a project contingency of 5%.
- Final Constructability Review. The consultant shall perform a constructability review of the 95% design to identify risk or special areas of interest. Depending on the magnitude of the risks and special areas of interest from the final constructability review the City may require, at their discretion, the resubmittal of the 95% DD set with the risk or special areas of interest revised accordingly. The consultant shall supply resubmittals of the 95% DD set at no cost to the City.
- Specifications. The consultant shall finalize the specifications to support the design drawings. The specifications shall include materials, testing procedures, testing frequency, workmanship requirements, codes, procedures and any other item required to fully construct the project.
- Special Provisions. The consultant shall finalize the special provisions for the project as required to support the design drawings. The special provisions shall include any information required for the contractor to fully construct the project that is not listed elsewhere in the design documents. The special provisions shall include basis of payments, unit of measurements, required permits, specifications associated with each pay item, and definition of any other special consideration for the contractor to fully construct the project.
- Drainage Report. The consultant shall finalize the drainage report to supplement the drainage design of the project. The drainage report may require special approval as required by the City. The drainage report shall be sealed and stamped by a Professional Engineer licensed in the State of Colorado.
- QA/QC. The consultant shall perform QA/QC on the 95% DD set. The QA/QC reviewed set shall be supplied to the City as part of the 95% DD deliverable package.
- Final 95% Sealed and Stamped Set. The consultant shall supply an approved set of design documents that have been sealed and stamped by a Professional Engineer and a Professional Landscape Architect both licensed in the State of Colorado. This set shall include electronic and paper copies as required by the City of Greeley. All disciplines shall stamp their respective pages within the design package accordingly.

1.2.9 - Contractor Bidding

The consultant shall assist in the contractor bidding phase of the project as appropriate. This task shall be Not to Exceed as required, at the direction of the City. If concerns are raised with the design documents during the contractor proposal phase and these concerns are found to be a deficiency with the design, the consultant shall correct these design deficiencies in a timely manner at no cost to the City. Included in this task the consultant shall create the contractor bidding package in full. The consultant shall create all documents and forms required for the bidding of the project including among other documents:

- Request for Proposal or Invitation for Bid documents as appropriate;
- Special Provisions;
- Contractor Bid Tab (PDF and Excel Version); and
- Instructions to Bidders.

The consultant will additionally support the bidding phase of the project by answering contractor RFI's during the bidding phase.

- Contractor RFI. The consultant shall assist the City in answering contractor RFI's during the construction bidding phase of the project. This task shall include the consultant attending the proposal pre-bid meeting for the project. This task shall be assumed as 40 hours.

1.2.10 - Issued for Construction Documents

The consultant shall supply IFC documents to be used by the contractor to construct the project. The IFC documents shall consider comments from the Contractor Bidding phase of the project as well as any additional design revisions.

- Design Document Optimization. Based on contractor comments during the construction proposal phase and at the direction of the City, the consultant shall modify the project design documents. Modifications to the design documents may include the design drawings, specifications, special provisions, or any other documents associated with the project. This task includes design optimization items only and not items deemed as deficiencies. This task shall be assumed as 100 hours.
- Final IFC Sealed and Stamped Set. The consultant shall issue the Issue for Construction design documents for use by the contractor for construction of the project. These documents shall include all drawings, reports, provisions (general or special), specifications, or other items as required to fully construct the project. The IFC documents must be sealed and stamped by a Professional Engineer and a Professional Landscape Architect both licensed in the State of Colorado. Issuance of the IFC drawings shall be a lump sum task. This set shall include electronic and paper copies as required by the City of Greeley.

1.2.11 - Construction Administration Services

It is the intent of this Request for Proposal that the consultant shall be retained for the full duration of the construction of the project. For purposes of this Request for Proposal the construction schedule shall be assumed as 180 calendar days to occur in 2025 or 2026. Construction Services shall generally include:

- Project Management and Coordination
- Construction Administration:
 - Contractor Request for Information;
 - 50 RFI's at 2 hours each
 - Submittal Review
 - 50 Submittals at 2 hours each
 - Minor Design Changes
 - 50 Hours total
 - Attendance at weekly construction meetings
 - 1-2 people in attendance (1 hour meeting)
 - Project kickoff meeting of 2 hours
 - Minutes prepared by contractor
- Construction Inspection
 - Prepare daily construction observation, collect material tickets, document changes or corrections, record measurements and create daily field reports
 - Attend substantial completion walk through
 - Prepare the punch list
 - Attend the final project walk through
 - On site items such as construction trailer shall be included in the contractor's scope of work for the project
- Final summary report stating if the project was built in conformance with the plans and documenting non-conforming items as necessary

As built documentation, survey, and Quality Assurance shall be supplied by the construction contractor or City and is excluded from this Request for Proposal.

Section 2: Completion Date

The completion date of providing the required product and services shall be no later than 2025 considering the following preliminary schedule (all dates listed below are tentative):

- Notice to Proceed – 05/10/2024.
- Public Outreach and Engagement – 06/01/2024 through 09/30/2024
- Conceptual Master Plan – 11/01/2024
- 30% Design – 12/15/2024
- 50% Design – 01/31/2024
- 75% Design – 03/14/2025
- 95% Design – 04/30/2025
- Contractor Bidding – 05/01/2025 through 06/16/2025
- IFC Documentation – 07/01/2025

The completion date of providing the required product and services shall be through final construction services in 2025.

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

Section 3: Payment Structure

3.1 - Fee Structure

The design consultant shall submit a cost estimate for performing the scope of work based on a Time and Materials basis. The consultant shall include hours and fees for each task represented as well as hourly rate tables for anticipated staff that shall be working on the project.

Fees shall not be allowed to be transferred between tasks unless authorized by the Cities Project Manager. Hours may not be transferred between the consultant and / or sub-consultant tasks unless authorized by the Cites Project Manager. Pay applications shall be accompanied by backup of hours worked by person based on the supplied rate schedule for each task.

3.2 - Rate Table

All fees shall be considered Not to Exceed unless specifically identified as Lump Sum.

A rate schedule of the consultant’s labor rates shall be submitted with the consultant’s proposal.

Rate Schedule for (Vendor)

Task or Service	Hourly Rate	Lump Sum for Project