



City Council Agenda

January 15, 2019 at 6:30 PM

1001 11th Avenue, City Center South, Greeley, CO 80631

Mayor

John Gates

Councilmembers

Jonathan Smail
Ward I

Brett Payton
Ward II

Michael Fitzsimmons
Ward III

Dale Hall
Ward IV

Stacy Suniga
At-Large

Robb Casseday
At-Large

A City Achieving
Community Excellence

Greeley promotes a healthy, diverse economy and high quality of life responsive to all its residents and neighborhoods, thoughtfully managing its human and natural resources in a manner that creates and sustains a safe, unique, vibrant and rewarding community in which to live, work, and play.

- [1.](#) Call to Order
- [2.](#) Pledge of Allegiance
- [3.](#) Roll Call
- [4.](#) Recognitions and Proclamations
- [5.](#) Citizen Input
- [6.](#) Approval of the Agenda
- [7.](#) Reports from Mayor and Councilmembers
- [8.](#) Petitions from Mayor and Councilmembers

Consent Agenda

The Consent Agenda is a meeting management tool to allow the City Council to handle several routine items with one action.

Council or staff may request an item be "pulled" off the Consent Agenda and considered separately under the next agenda item in the order they were listed.

- [9.](#) Approval of the City Council Proceedings of December 18, 2018
10. Consideration of a Resolution of the City of Greeley authorizing the City to enter into an Intergovernmental Agreement with Greeley Irrigation Company for Stormwater Improvements in 7th Avenue between 13th Street and 16th Street
- [11.](#) Consideration of a Resolution approving an Intergovernmental Agreement between the City of Greeley and the Greeley Downtown Development Authority for economic development services
- [12.](#) Consideration of a Resolution approving an Intergovernmental Agreement between the City of Greeley and The State of Colorado acting for and on behalf of the Board of Trustees of the University of Northern Colorado for the use and benefit of the Small Business Development Center and the BizHub

Collaborative for economic development services

- [13.](#) Consideration of a Resolution of the City of Greeley Council Authorizing Dissolution of the Greeley Building Authority effective December 31, 2018
- [14.](#) Consideration of a Resolution Of The Greeley City Council Declaring Its Official Intent To Reimburse Itself With The Proceeds Of One Or More Tax-Exempt Financings For Certain Capital Construction And Equipment Expenditures
- [15.](#) Consideration of a resolution authorizing the Mayor to enter into a Memorandum of Understanding between the City of Greeley and the Board of County Commissioners of Weld County regarding wireless radio services
- [16.](#) Consideration to approve a change order in the amount of \$150,000 to the contract with All Pro Paving for concrete infrastructure repair within several City of Greeley Parks and Keep Greeley Moving Neighborhoods, and bringing the revised contract amount from \$1,184,935.16 to \$1,334,935.16
- [17.](#) Introduction and first reading of an ordinance appropriating additional sums to defray the expenses and liabilities of the City of Greeley for the balance of the fiscal year of 2019 and for funds held in reserve for encumbrances at December 31, 2018

End of Consent Agenda

- [18.](#) Pulled Consent Agenda Items
- [19.](#) Public hearing and final reading of an Ordinance amending Chapter 9.44 of the Greeley Municipal Code to expand the Ban On Smoking in Public Places and Common Areas
- [20.](#) Public hearing and final reading of an Ordinance authorizing the acquisition of interests in real property located in the City of Greeley for road improvements by purchase or exercise of power of eminent domain pursuant to Section 7 of Article XVI, Section 15 of article II, and Sections 1 and 6 of Article XX of the Colorado Constitution and Colorado Revised Statute § 38-1-101, et seq. (47th Avenue Turn Lane and Centerplace Drive Turn Lane Projects)
- [21.](#) Appointment of applicants to the Commission on Disabilities.
- [22.](#) Scheduling of Meetings, Other Events
- [23.](#) Consideration of a motion authorizing the City Attorney to prepare any required resolutions, agreements, and ordinances to reflect action taken by the City Council at this meeting and at any previous meetings, and authorizing the Mayor and City Clerk to sign all such resolutions, agreements and ordinances
- [24.](#) Adjournment

Council Agenda Summary

January 15, 2019

Agenda Item Number 1

Title

Call to Order

Council Agenda Summary

January 15, 2019

Agenda Item Number 2

Title

Pledge of Allegiance

Council Agenda Summary

January 15, 2019

Agenda Item Number 3

Title

Roll Call

Summary

Mayor Gates

Councilmember Smail

Councilmember Payton

Councilmember Casseday

Councilmember Fitzsimmons

Councilmember Suniga

Councilmember Hall

Council Agenda Summary

January 15, 2019

Agenda Item Number 4

Title

Recognitions and Proclamations

Summary

Councilmember Fitzsimmons will present the What's Great about Greeley Report.

Mayor Gates will present two proclamations; one that recognizes January as School Board Recognition Month for the hard work and dedication of local school board members and one that recognizes February as Black History Month to observe programs and activities that celebrate the contributions of African Americans to life in the United States.

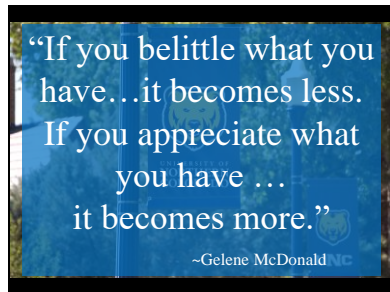
Attachments

January 15, 2019 What's Great about Greeley Report
School Board Appreciation Month Proclamation
Black History Month Proclamation

Slide 1



Slide 2



At each Council Meeting, we recognize the people, organizations and businesses that make Greeley Great.

Tonight it's my turn to announce the recognitions. I'll start with a quote, "If you belittle what you have, it becomes less. If you appreciate what you have, it becomes more." With these announcements we are appreciating the good work of our residents, showing support for their efforts, and encouraging everyone to share the word that Greeley is Great.

Slide 3



Aims Community College received the Award for Construction Excellence in the category for Best Building Project (\$10-\$40 million) for the Aims' Greeley north campus refresh project. The award criteria included solutions demonstrating construction innovations, state of the art advancements, environment/safety, excellence in project execution/team approach and excellence in client service.

Slide 4



And, more good news from Aims. The Greeley Campus Testing Center has achieved the top certification offered by the National College Testing Association.

Slide 5



Dick Monfort of Greeley has been reappointed by Colorado Gov. John Hickenlooper to the University of Northern Colorado Board of Trustees. Mr. Monfort has served on the board since 1999.

Slide 6



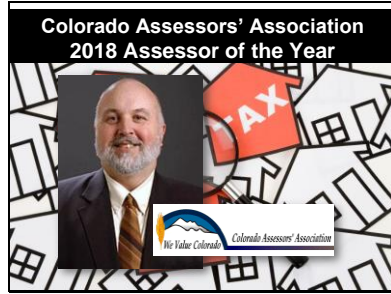
For the second-straight week and third time this season, Northern Colorado basketball senior guard Jordan Davis has been named the Big Sky Conference Men's Basketball Ready Nutrition Player of the Week.

Slide 7



Providence Infrastructure Consultants and the City of Greeley have been presented with a 2018 Engineering Excellence Award by the Colorado Chapter of the American Council of Engineering Companies for their work on the 60-inch Bellvue water transmission pipeline. The award honors firms for projects that demonstrate an exceptional degree of innovation, complexity, achievement and value.

Slide 8



Weld County Assessor Chris Woodruff was named the 2018 Assessor of the Year by a group of his peers at the Colorado Assessors' Association. Chris has served as Weld County's assessor since January 2007.

Slide 9



The City of Greeley's Chief Building Official, Tim Swanson, was recently sworn in as the President of the Colorado Chapter of the International Code Council. The Colorado Chapter is known nationally as one of the most successful chapters in the Council with many of their recommended building code changes being adopted into the international codes.

Slide 10



Greeley has been listed as the fourth best city in Colorado for beer drinkers by New York-based financial tech company Smart Asset. With the addition of Rocky Mountain Taphouse in 2018, Greeley is home to seven microbreweries and brewpubs.

Slide 11





School Board Recognition Month

WHEREAS, School board members are elected to sit in trust for their diverse communities, and in that capacity are charged with meeting the community's expectations and aspirations for the public education of their children; and

WHEREAS, School board members are entrusted with the guardianship and wise expenditure of scarce tax dollars, and they are responsible for maintaining and preserving the buildings, grounds and other areas of the school district that the community has put in their trust; and

WHEREAS, School board members are responsible for providing leadership that ensures a clear, shared vision of public education for their schools, that sets high standards for the education of all students, and requires the effective and efficient operation of their districts; and

WHEREAS, School board members adopt policies to give voice to that leadership and employ a superintendent to administer board policy, and are also responsible for the regular monitoring of the district's performance and compliance with policies; and

WHEREAS, the men and women elected to school board positions deserve recognition and thanks for their countless hours of volunteer service to public education and the children of our state.

NOW, THEREFORE, I, John Gates, by virtue of the authority vested in me as Mayor of the City of Greeley, do hereby proclaim the month of January 2019, as ***School Board Recognition Month*** and urge all citizens to join me in recognizing the dedication and hard work of local school board members and in working with them to mold an education system that meets the needs of both today's and tomorrow's children.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official seal of the City of Greeley, Colorado, this 15th day of January, 2019.

John Gates
Mayor



Black History Month 2019

WHEREAS, Black History Month offers an opportunity to recognize the heritage and achievements of African Americans across the nation, including in Greeley and Weld County; and,

WHEREAS, the contributions African Americans have made and continue to make are an integral and essential part of our society and community, and reflect the resilience and innovative spirit that defines our nation; and,

WHEREAS, attention to this month offers us a reminder of the importance of reaching and reflection upon the many roles and achievements African Americans have made in advancing the strength of the nation, our state, and local community; and,

WHEREAS, the Greeley community is especially fortunate to have the Marcus Garvey Cultural Center on the campus of the University of Northern Colorado, which offers a local resource to learn and appreciate the history and achievements of African Americans; and,

WHEREAS, in recognition of Black History Month, the City Greeley urges the community to reflect upon and honor the accomplishments of African Americans in every area of endeavor throughout our country's history this month and throughout the year.

NOW, THEREFORE, I, John D. Gates, by virtue of the authority vested in me as Mayor of the City of Greeley, do hereby proclaim February 2019, as ***Black History Month*** in the City of Greeley, and urge the people of Greeley, CO to observe Black History Month with appropriate programs and activities that celebrate the contributions of African Americans to life in the United States.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official seal of the City of Greeley, Colorado, this 15th day of January 2019.

John D. Gates
Mayor

Council Agenda Summary

January 15, 2019

Agenda Item Number 5

Title

Citizen Input

Summary

During this 15-minute portion of the meeting, anyone may address the Council on any item of City business appropriate for Council's consideration that is not already listed on this evening's agenda.

Individual speakers will be limited to 3 minutes each. Council and staff will respond tonight, if possible, to questions or requests. If further time or discussion is needed, a staff member will contact you within the next couple of days. Some items may need to be scheduled for a future meeting.

Council Agenda Summary

January 15, 2019

Agenda Item Number 6

Title

Approval of the Agenda

Council Agenda Summary

January 15, 2019

Agenda Item Number 7

Title

Reports from Mayor and Councilmembers

Summary

During this portion of the meeting any Councilmember may offer announcements or reports on recent events and happenings. These reports should be a summary of the Councilmember's attendance at assigned board/commission meetings and should include key highlights and points that may require additional decision and discussion by the full Council at a future time.

Board/Commission	Meeting Day/Time	Assignment
--Team of 2-- Board/Commission Interviews	Monthly as Needed	Council Rotation
Water & Sewer Board	3 rd Wed, 2:00 pm	Gates
Youth Commission Liaison	4 th Mon, 6:00 pm	Smail
Historic Preservation Loan	As Needed	Suniga
Police Pension Board	Quarterly	Suniga
Employee Health Board	As Needed	Suniga
Human Relations Commission Liaison	2 nd Monday, 12:30 P.M.	Suniga
Airport Authority	3 rd Thur, 3:30 pm	Casseday/Payton
Visit Greeley	3 rd Wed, 7:30 am	Fitzsimmons
Upstate Colorado Economic Development	Last Wed, 7:00 am	Gates/Hall
Greeley Chamber of Commerce	4 th Mon, 11:30 am	Gates
Island Grove Advisory Board	1 st Thur, 3:30 pm	Smail
Weld Project Connect Committee (United Way)	As Needed	Fitzsimmons
Downtown Development Authority	3 rd Thur, 7:30 am	Casseday/Smail
Transportation/Air Quality MPO	1 st Thur, 6:00 pm	Casseday/Gates
Poudre River Trail	1 st Thur, 7:00 am	Hall
Interstate 25 Coalition	As Needed	Gates
Highway 85 Coalition	As Needed	Payton
Highway 34 Coalition	As Needed	Payton
CML Policy Committee (Council or Staff)	As Needed	Payton and City Manager Roy Otto/Fitzsimmons alternate
CML Executive Board opportunity	As Needed	
CML - Other opportunities	As Available/Desired	

Council Agenda Summary

January 15, 2019

Agenda Item Number 8

Title

Petitions from Mayor and Councilmembers

Summary

During this portion of the meeting any Councilmember may bring before the Council any business that the member feels should be deliberated upon by the Council. These matters need not be specifically listed on the Agenda, but formal action on such matters shall be deferred until a subsequent Council meeting.

Petitions will generally fall into three categories:

- 1) A policy item for Council deliberation and direction for a future Worksession, Committee meeting, or regular/special Council meeting;
- 2) A request to the City Manager for information or research;
- 3) A request involving administrative processes or procedures.

At the close of this portion of the meeting, the Mayor will confirm Council's consensus that the individual requests be pursued.

Attachments

Status Report of Council Petitions and Related Information

Greeley City Council

Status Report of Council Petitions

Council Request		Council Meeting, Worksession, or Committee Meeting Date Requested	Status or Disposition (After completion, item is shown one time as completed and then removed.)	Assigned to:
02-2018	Councilmember Hall requested that staff begin exploring options in regards to refuse around the University of Northern Colorado to manage the problem	June 5, 2018 Council Meeting	Staff met with Councilmember Hall to review issues with alley trash and, based upon that discussion, modified inspection protocols as possible. About the same time and coincidentally, the Greeley Urban Renewal Authority recommended a pilot program to pave alleys in the Redevelopment District from the annual CDBG budget, which Council approved. The nature of this code compliance issue is chronic and Councilmember Hall notes that issues persist. Staff met again with Councilmember Hall on November 16th to evaluate other or additional actions to impact this issue and are now: 1) Reviewing the last community survey results concerning trash hauling; 2) Researching/updating info on trash collection practices in other jurisdictions; 3) Consider how a pilot program for single hauler services managed by the City might work in a test area.	Brad Mueller

Council Agenda Summary

January 15, 2019

Agenda Item Number 9

Key Staff Contact: Betsy Holder, City Clerk, 970-350-9742

Title:

Approval of the City Council Proceedings of December 18, 2018

Summary:

A meeting of the City Council was held on December 18, 2018, in Council's Chambers at the City Center South Campus, 1001 11th Avenue, Greeley, Colorado.

Decision Options:

1. To approve the proceedings as presented; or
2. Amend the proceedings if amendments or corrections are needed, and approve as amended.

Council's Recommended Action:

A motion to approve the City Council proceedings as presented.

Attachments:

December 18, 2018 Proceedings

City of Greeley, Colorado
CITY COUNCIL PROCEEDINGS
December 18, 2018

1. Call to Order

Mayor John Gates called the meeting to order at 6:30 p.m., in the Council's Chambers at the City Center South Campus, 1001 11th Avenue.

2. Pledge of Allegiance

Mayor Gates led the Pledge of Allegiance to the American Flag.

3. Roll Call

Jessica Diagana, Assistant City Clerk, called the roll. Those present were Mayor John Gates and Councilmembers Robb Casseday, Michael Fitzsimmons, Dale Hall, Brett Payton, Jon Smail and Stacy Suniga.

4. Recognitions and Proclamations

Councilmember Casseday presented the What's Great About Greeley Report.

5. Citizen Input

Todd Loschen, Greeley resident, reported that there is still a problem with the intersection at 18th Street and 58th Avenue where pedestrians and cars are almost hit daily because people are running the stop sign. He stated that he drives his kids to school, which is less than a mile away, due to this. He stated that he will continue to call and come to every single meeting until something is done about the intersection.

Mark Jones, Police Chief, spoke of information provided to Council in which this intersection has been looked at on numerous occasions this year including work from the Patrol and Traffic Unit of the Police Department and working with Public Works to setup cameras that watched the intersection for two weeks. Chief Jones stated that after these observations, this intersection does not rise to the level of the complaints that they have received from Mr. Loschen as far as people running the intersection at high speeds. Chief Jones stated that twice that week he had been to this intersection before school hours, and that the traffic at this intersection is so busy that it makes it almost impossible not to stop at the intersection. He stated that there certainly is a lot of traffic in the area and that it is busy before school, during lunchtime, and after school. However, after reviewing records, no traffic accidents had been found for this intersection.

Councilmember Suniga expressed concern about individuals running this stop sign and the possible infrastructure that could prevent this. Chief Jones reported that Public Works has installed larger stop signs with reflective tape to make them more visible while reiterating that the complaints from Mr. Loschen do not rise to the level of needing additional infrastructure. Roy Otto, City Manager, reported that there are several speed bumps to the east of the school and that he would not recommend additional infrastructure without substantiated claims.

Mayor Gates stated that he has seen a litany of emails, camera footage, and noted the considerable amount of time that that Public Works and the Police Department have spent at this intersection. He informed Mr. Loschen that he is welcome to call and attend Council meetings as much as he would like.

6. Approval of Agenda

The agenda was approved as presented.

7. Reports from Mayor and Councilmembers

Councilmember Smail reported on his attendance at the Front Range Fire Consortium Graduation, the swearing in ceremony for new officers with the Police Department, the final design meeting for a skate park, and the Youth Commissions' warm clothing drive.

Councilmember Hall spoke of his attendance at the Colorado Municipal League Executive Board meeting in which the upcoming legislaive session was discussed including issues relative to sales tax.

Councilmember Suniga spoke of her attendance at the Human Relations Commission meeting, the upcoming Martin Luther King Jr. Celebration, the Women's March, and the City of Greeley Employee Holiday Lunch.

Councilmember Casseday expressed his condolences for the family of Vern Nelson, former Greeley Mayor, after his passing, his attendance at the Evening to Discuss Water Collaboration event and provided kudos to the City Manager for having the foresight to see the importance of water, the Aims Board of Trustees Reception, and the Monfort Elementary School essay contest on kindness that he was part of.

Mayor Gates spoke of the Wreaths Across America event in which he presented a proclamation and the Evening to Discuss Water Collaboration event that he attended.

8. Petitions from Mayor and Councilmembers

***** Consent Agenda *****

9. Approval of the City Council Proceedings of December 4, 2018

The Council action recommended was to approve the Proceedings.

10. Acceptance of the Report of the December 11, 2018 City Council Worksession

The Council action recommended was to accept the Report.

11. Consideration of a Resolution authorizing the City to enter into the Fourth Amendment to the Fifth Interim Agreement between the Municipal Subdistrict, Northern Colorado Water Conservancy District Windy Gap Firming Project Water Activity Enterprise, and the City of Greeley for participation in the Windy Gap Firming Project

The Council action recommended was to adopt the resolution. **(Resolution No. 83, 2018)**

12. **Consideration of a Resolution of the Greeley City Council authorizing the City to enter into an Intergovernmental Agreement for Water Resources Monitoring with the Colorado Division of Water Resources**

The Council action recommended was to adopt the resolution. **(Resolution No. 84, 2018)**

13. **Consideration of a Resolution of the City of Greeley Council authorizing the city to enter into an intergovernmental agreement with the Colorado Department of Transportation for the operation and maintenance of traffic control devices on state highways within the City of Greeley**

The Council action recommended was to adopt the resolution. **(Resolution No. 85, 2018)**

14. **Consideration of a Resolution authorizing City staff to submit an Energy and Mineral Impact Assistance Program (EIAF) application to the Colorado Department of Local Affairs (DOLA) for the purpose of funding road improvements to East 8th Street**

The Council action recommended was to adopt the resolution. **(Resolution No. 86, 2018)**

15. **Consideration of a Resolution of the City of Greeley Council authorizing the City Attorney to initiate appropriate legal action before the Colorado Public Utilities Commission for the closing of the Sixth Street Railroad Crossing**

The Council action recommended was to adopt the resolution. **(Resolution No. 87, 2018)**

16. **Consideration of a Resolution approving a Redevelopment Agreement between Greeley Land, LLC and the City of Greeley**

The Council action recommended was to adopt the resolution. **(Resolution No. 88, 2018)**

17. **Introduction and first reading of an Ordinance amending Chapter 9.44 of the Greeley Municipal Code to expand the Ban On Smoking in Public Places and Common Areas**

The Council action recommended was to introduce the ordinance and schedule the public hearing and final reading for January 15, 2019.

18. **Introduction and first reading of an Ordinance authorizing the acquisition of interests in real property located in the City of Greeley for road improvements by purchase or exercise of power of eminent domain pursuant to Section 7 of Article XVI, Section 15 of article II, and Sections 1 and 6 of Article XX of the Colorado Constitution and Colorado Revised Statute § 38-1-101, et seq. (47th Avenue Turn Lane and Centerplace Drive Turn Lane Projects)**

The Council action recommended was to introduce the ordinance and schedule the public hearing and final reading for January 15, 2019.

****** End of Consent Agenda ******

Councilmember Payton moved, seconded by Councilmember Hall to approve the items on the Consent Agenda and their recommended actions. The motion carried: 7-0

19. Pulled consent agenda items

No items were pulled from the Consent Agenda.

20. Public hearing and final reading of an ordinance amending Chapter 3.16 of the Greeley Municipal Code

Sharon McCabe, Human Resources Director, reported that the Police Chief desires to change the titles of Lieutenant and Captain to be consistent with positions with equivalent levels of duty and responsibility of other Colorado Municipalities. She recommended that the position title of Lieutenant be changed to Commander and the position title of Captain be changed to Deputy Chief.

Mayor Gates opened the public hearing at 7:10 p.m., and no comments were offered.

Councilmember Caseday moved, seconded by Councilmember Suniga to adopt the ordinance and publish with reference to title only. The motion carried: 7-0 (**Ordinance No. 57, 2018**)

21. Public hearing and final reading of an ordinance re-authorizing various Boards and Commissions for three years

Ms. Diagana reported that this ordinance seeks reauthorization of the Construction Trades Advisory & Appeals Board, the Greeley Art Commissions, the Greeley/Weld Housing Authority, and the Union Colony Civic Center Advisory Board for three years.

Mayor Gates opened the public hearing at 7:12 p.m., and no comments were offered.

Councilmember Suniga moved, seconded by Councilmember Hall to adopt the ordinance and publish with reference to title only. The motion carried: 7-0 (**Ordinance No. 58, 2018**)

22. Public hearing and final reading of an ordinance appropriating additional sums to defray the expenses and liabilities of the City of Greeley for the balance of the fiscal year of 2018 and for funds held in reserve for encumbrances at December 31, 2017

Robert Miller, Budget & Compliance Manager, reviewed the final additional appropriation of 2018 highlighting the fund budget balance, requests from the following funds including: the General Fund, Community Development Fund, Streets and Roads Fund, Sales and Use Tax Fund, Designated Revenue Fund, Conference Center Development Fund, Greeley Building Authority Fund, Public Improvement Fund, Public Art Fund, Food Tax Fund, Police Development Fund, Transportation Development Fund, Quality of Life Fund, Water Capital Replacement Fund, Cemetery Fund, Municipal Golf Courses Fund, Stormwater Construction Fund, Sewer and Water Debt Service Funds, Equipment Maintenance Fund, Information Technology Fund, Fleet Replacement Fund, 600 Funds, and provided a summary of his presentation.

Mayor Gates opened the public hearing at 7:34 p.m., and no comments were offered.

Councilmember Hall moved, seconded by Councilmember Payton to adopt the ordinance and publish with reference to title only. The motion carried: 7-0 (**Ordinance No. 59, 2018**)

23. Appointment of applicants to the Citizen Budget Advisory Committee, Greeley Urban Renewal Authority, Greeley/Weld Airport Authority, Greeley/Weld Housing Authority, Union Colony Civic Center Advisory Board, and Youth Commission

Citizen Budget Advisory Committee	Bill Baker Jesse Quinby
Greeley Urban Renewal Authority	Theresa Paz
Greeley/Weld Airport Authority	Cruz Moncivais
Greeley/Weld Housing Authority	Jodi Hartman
Union Colony Civic Center Advisory Board	Alison Hamling
Youth Commission	Cooper Malone

24. Scheduling of meetings, other events

Mr. Otto reminded Council of the cancellations of the December 25, 2018, Council Meeting and the January 1, 2019, Council Meeting.

25. Consideration of a motion authorizing the City Attorney to prepare any required resolutions, agreements, and ordinances to reflect action taken by the City Council at this meeting and at any previous meetings, and authorizing the Mayor and City Clerk to sign all such resolutions, agreements, and ordinances

Councilmember Casseday moved, seconded by Councilmember Payton to approve the above authorizations, and the motion carried: 7-0

26. Adjournment

There being no further business to come before the Council, Mayor Gates adjourned the meeting at 7:37 p.m.

John Gates, Mayor

Jessica Diagana, Assistant City Clerk

Council Agenda Summary

January 15, 2019

Agenda Item Number 10

Key Staff Contact: Betsy Holder, City Clerk, 970-350-9742

Title:

Acceptance of the Report of the January 8, 2019 City Council Worksession

Summary:

A City Council Worksession was held on January 8, 2019, in Council's Chambers at the City Center South Campus, 1001 11th Avenue, Greeley, Colorado.

Decision Options:

1. To accept the Report as presented; or
2. Amend the Report if amendments or corrections are needed, and accept as amended.

Council's Recommended Action:

A motion to accept the Report as presented.

Attachments:

January 8, 2019 Report

City of Greeley, Colorado
COUNCIL WORKSESSION REPORT
 January 8, 2019

The meeting was called to order at 5:00 p.m. by Mayor Gates in the Council's Chambers at the City Center South Campus, 1001 11th Avenue.

Those present were Mayor John Gates and Councilmembers Robb Casseday, Michael Fitzsimmons, Brett Payton, and Jon Smail. Councilmembers Dale Hall and Stacy Suniga were excused.

1. ANNUAL REVIEW DISCUSSION OF PROCESS FOR COUNCIL'S DIRECT REPORTS

Sharon McCabe, Human Resources Director, briefly discussed and highlighted the current process for performance reviews of the positions reporting directly to Council: City Manager, City Attorney, and Municipal Judge. She recommended that Council continue with the processes as they have been done in the past.

Consensus was reached by Council giving direction to Human Resources to continue with the current process of reviewing the City Manager, City Attorney, and Municipal Judge.

2. SALES AND USE TAX RE-AUTHORIZATION ALLOCATION PLAN

Victoria Runkle, Assistant City Manager, provided a background of the Sales and Use Taxes that were approved by voters in November 2018. She continued by discussing the 0.16% Tax (Public Safety Tax) Fund including 2019 estimates, additional revenues, and outstanding obligations on the fund. Ms. Runkle also highlighted specific projects that will be funded with the Public Safety Tax. She then discussed the Initial Allocation Plan, the challenges and solutions related to projects being immediately funded by the Public Safety Tax, and debt related to projects being funded by Public Safety Tax.

Councilmember Casseday expressed his appreciation to the Finance Department for including potential economic and housing downturns in their projections so the City is prepared for that eventuality.

In response to a question from Councilmember Smail, Becky Safarik, Assistant City Manager, explained that the cost of building a new Fire Station would be approximately \$5-6 million.

Ms. Runkle then discussed the 0.30% Tax (Quality of Life Tax) Fund including 2019 estimates, additional revenues, and outstanding obligations on the fund. She continued by highlighting the projects that are being funded by this tax from 2019-2042.

Mayor Gates expressed his disappointment that the project to fix a number of intersections along U.S. Highway 34 will not begin until 2025. Joel Hemesath, Public Works Director, explained that 2025 is an estimate. Mr. Hemesath added that design of these projects will begin this month and that the Colorado Department of Transportation (CDOT) has moved these project up on their priority list because of the funding provided by these taxes.

In reference to a question from Councilmember Smail, Roy Otto, City Manager, explained that the City has not prioritized any road project over another. He added that the City is prepared to begin work on the interchanges along U.S. Highway 34 as soon as CDOT is ready.

Ms. Runkle continued by highlighting the Initial Allocation Plan, the challenges and solutions related to projects being funded by the Quality of Life Tax, and debt related to projects being funded by Public Safety Tax. She also highlighted the Shurview property project so Council was updated on the project if the property becomes available for purchase in the future.

Councilmember Casseday questioned how the Shurview property fit in to Greeley's overall development plan. Andy McRoberts, Culture, Parks, and Recreation Director, explained that it would become the western boundary of the City and highlighted a number of possible funding sources if the City decided to purchase the property. Brad Mueller, Community Development Director, explained that this property would fit in well with the City's overall development picture by highlighting a number of similar projects in the past.

Consensus was reached by Council giving direction to the Finance Department to continue with all of the proposals/projects as presented.

Ms. Runkle concluded by highlighting the next steps for the City regarding the taxes and the projects being funded by them.

3. SCHEDULING OF MEETINGS, OTHER EVENTS

No additional meetings or other events were scheduled. Mr. Otto reminded Council of the Greeley Police Department Awards Ceremony starting at 5:00 pm on January 9th at the Union Colony Civic Center.

There being no further business to come before the Council, Mayor Gates adjourned the meeting at 6:25 p.m.

Jerry Harvey, Assistant City Clerk

Council Agenda Summary

January 15, 2019

Agenda Item Number 11

Key Staff Contact: Ben Snow, Economic Health & Housing Director, 970-350-9384

Title:

Consideration of a resolution approving an Intergovernmental Agreement between the City of Greeley and the Greeley Downtown Development Authority for economic development services

Summary:

As part of its 2019 budget approval the City Council awarded funding to the Downtown Development Authority (DDA) for certain economic development services related to the central business district. Staff memorializes the scope of services contract in an agreement. Because the DDA is considered a quasi-governmental entity, the Council must approve the agreement by resolution as an IGA.

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	Yes
If yes, what is the initial, or, onetime impact?	\$48,750
What is the annual impact?	
What fund of the City will provide Funding?	
What is the source of revenue within the fund?	
Is there grant funding for this item?	N/A
If yes, does this grant require a match?	
Is this grant onetime or ongoing?	
Additional Comments:	

Legal Issues:

Intergovernmental Agreements must be approved by Council Resolution.

Other Issues and Considerations:

None

Applicable Council Goal or Objective:

Civic Infrastructure

Decision Options:

- 1) Adopt the resolution as presented; or
- 2) Amend the resolution and adopt as amended; or
- 3) Deny the resolution; or

4) Continue consideration of the resolution to a date certain.

Council's Recommended Action:

A motion to adopt the Resolution.

Attachments:

Resolution

Contract

**CITY OF GREELEY, COLORADO
RESOLUTION _____, 2019**

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF GREELEY AND THE GREELEY DOWNTOWN DEVELOPMENT AUTHORITY APPROVING FUNDING FOR CERTAIN ECONOMIC DEVELOPMENT ACTIVITIES

WHEREAS, the City of Greeley undertakes economic development initiatives in a number of areas for the betterment of the community; and,

WHEREAS, the City of Greeley also contracts with partner organizations to carry out economic development work on behalf of the City; and,

WHEREAS, the City Council approved funding to the Greeley Downtown Development Authority to undertake certain economic development activities in the city's central business district; and

WHEREAS, entering into an agreement with another governmental entity requires the additional action by City Council to adopt a Resolution approving the funding and work to be performed.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREELEY, COLORADO:

Section 1. The Greeley City Council approves the attached Essential Services Contract with the Greeley Downtown Development Authority, attached hereto as Exhibit A.

Section 2. This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED, SIGNED, APPROVED AND IN EFFECT THIS 15TH DAY OF JANUARY 2019.

ATTEST:

GREELEY, COLORADO

City Clerk

By: _____
Mayor

**CITY OF GREELEY
COMMUNITY SERVICES FUNDING AGREEMENT
ESSENTIAL SERVICE CONTRACT**

THIS AGREEMENT is entered into as of this 1st day of January 2019 by and between the City of Greeley, a home rule municipality ("City") whose address is 1000 10th Street, Greeley, CO 80631 and Greeley Downtown Development Authority ("Recipient") whose address is 802 9th Street, Greeley, CO 80631.

I. BACKGROUND

- A. Recipient has requested funds from the City for the purpose of furnishing the services described in its application (summarized in the Scope of Services, below); and
- B. The City has determined that the Recipient's proposed use of funds furthers a municipal and public purpose; and
- C. This Agreement describes the mutual understanding between the Recipient and the City relative to the conditions under which City funds are therefore provided to the Recipient.

II. AGREEMENT

- A. Scope of Services: City of Greeley funds will be used to support the Recipient's administrative support (detailed further in Attachment A) to provide the following services to Greeley residents:
- As a primary function,
 - Promote the Downtown District Area, and its attractions, as key destination venue
 - Attract new residential development
 - Enhance services and amenities for area residents
 - Promote area commercial reinvestment
 - Support redevelopment projects consistent with the Downtown Plan for Development and City Comprehensive Plan, including the use of tax increment funds for building and infrastructure improvements
 - Attract new jobs through new and expanded businesses attraction
 - Provide community-wide downtown special events, in cooperation with the City of Greeley, for such events as:
 - Friday Fest
 - First Friday Artwalk
 - Monster Day
 - Oktobrewfest

The Recipient agrees to perform the Services as described in the Scope of Services and represents that it has the authority and capacity to perform the services in compliance with the provisions of this Agreement. In addition to the described Scope of Services, Recipient agrees to the following conditions in exchange for the City's funds for the services described as part of this Agreement:

1. Service to Greeley Residents: The Recipient shall not use the funds received from the City from this Agreement to serve persons living outside of the City;
2. Advertising: Recipient shall include the wording "Sponsored in part by the City of Greeley" on all promotional, advertising, invitations, and other print or media material for Recipient's programs and services for which City Funds are made available under this Agreement;
3. Special Conditions: In the course of providing the Scope of Services Recipient shall also adhere to the following special conditions:

None

4. Compliance with CRS standards: Recipient shall limit services to United States citizens, permanent residents of the United States, or lawfully present in the United States pursuant to federal law (see Section L of this Agreement).

B. City's Responsibilities. With this Agreement the City designates the Economic Health and Housing Director for the City of Greeley, or his/her designee, as a representative of the City authorized to make all necessary decisions required of the City on behalf of the City in connection with execution of this Agreement and disbursement of funds.

C. Grant Award. If Recipient is not in default in any part of the terms of this Agreement, and subject to paragraph G below, the City may provide funds to the Recipient as follows:

1. Twelve (12) monthly installments in equal amounts, totaling a maximum of \$48,750 upon City's receipt of an invoice from the Recipient, which contains the following information:
 - a. Description of those services provided for the month as described in the Scope of Services;
 - b. Detailed accounting of the use of the funds as requested for reimbursement by City;
 - c. Description or estimate of the number of Greeley residents or event attendees served and method of ascertaining participation;
 - d. Evidence, if relevant, that persons served were legally present in the United States at the time the service was provided.

2. The City will endeavor to make payment within two weeks and no later than 30 days following receipt of Recipient's invoice. Upon satisfactory showing of need, City may advance to Recipient, once during the term of this Agreement, an amount not to exceed one monthly installment. The final monthly installment shall be paid not later than thirty (30) days from the final request for payment following services rendered by the Recipient. Any funds remaining that had been authorized for services provided in this Agreement and not expended by December 31, 2019 or drawn as of February 1, 2020 shall be reprogrammed by the City at its sole discretion.

D. Term. The City's obligation to provide funding under this Agreement shall begin on the date this Agreement is executed by the City (the "Effective Date") and end on December 31, 2019, unless earlier terminated as set forth in paragraph G below. The City shall not pay any costs or expenses incurred by the Recipient before the Effective Date of this Agreement. Funding shall not be guaranteed after December 31, 2019.

E. Applicable Law. This Agreement is made subject to and incorporates herein, as if set out in full, the Charter and Ordinances of the City of Greeley, and all applicable Federal and State Laws and regulations, and Recipient agrees to abide by and comply with same.

F. Assurances. Recipient acknowledges and agrees that City funds shall not be used for lobbying for the purpose of influencing pending or proposed legislation, nor to influence quasi-judicial decision making by any elective bodies. Recipient further acknowledges and agrees that no person shall, on the grounds of disability, race, creed, color, sex, sexual orientation, marital status, national origin, ancestry, or religion, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any of Recipient's programs or activities receiving City financial assistance hereunder.

G. Termination.

1. For Cause by the City. The City may immediately terminate this Agreement if the Recipient materially fails to comply with any term or condition of the Agreement.

2. Without Cause by Either Party. Either party may terminate the Agreement upon thirty (30) days written notice to the other party. No payments will be due or owing from the City to the agency on or following the date of the written notice, including payments for services completed prior to the termination date.

3. Upon Change in Program, Scope of Services or Budget. If Recipient desires to reduce, terminate, or materially modify its Scope of Services or Budget, Recipient shall, before implementing any such change, immediately notify the City in writing of its intention to make such a change. City will evaluate the merits of the change in Scope of Services and may elect to either terminate the

Agreement or amend it at a level that corresponds with the change as proposed by the Recipient. Such determination by the City shall be provided in writing to the Recipient within thirty (30) days of receiving notice of the proposed change. Recipient's failure to so notify the City shall cause this Agreement, without any further action on the part of the City, to be immediately terminated, and all future installment payments of City Funds to Recipient shall cease.

4. Materials and Documents. In the event this Agreement is terminated, all finished or unfinished materials, documents, data, studies, and reports prepared by the Recipient pursuant to this Agreement shall, at the option of the City, become the City's property.

5. Recipient's Obligations. Termination of this Agreement shall not release or discharge the Recipient from any obligation incurred prior to the date of termination and the provisions of paragraphs hereof shall survive such termination.

6. Return of Funds. Upon termination of this Agreement, all City Funds then in possession of Recipient which have not been spent or obligated in conformity with Recipient's Budget and this Agreement shall immediately be returned to the City.

H. Independent Contractor Status. Recipient shall, at all times, be deemed an independent contractor and neither Recipient, nor its officers, agents and employees shall at any time be deemed employees, officers, or agents of the City. Recipient shall be solely responsible for the acts of its officers, agents, and employees and payment of all withholding taxes, social security, unemployment compensation, workman's compensation, or other taxes, and shall hold the City harmless and indemnify the City from all claims for same.

I. Monitoring and Evaluation. The City reserves the right to monitor and evaluate the progress and performance of the Recipient to ensure that the terms of this Agreement are being satisfactorily met in accordance with the City and other applicable monitoring and evaluating criteria and standards. The Recipient shall cooperate with the City relating to such monitoring and evaluation.

J. Recipient Files and Activity Reports. The Recipient shall retain information in its files which shall clearly document all activities performed in conjunction with this Agreement including, but not limited to, financial transactions, conformance with assurances, and Recipient activity reports. A Recipient activity report shall be submitted with all requests for reimbursement or payment by the City.

K. Indemnification. As to City, Recipient agrees to assume the risk of all personal injuries, including death and bodily injury, to persons, and damage to, and destruction of, property, including loss of use thereof, caused by, or sustained, in whole, or in part, in connection with, or arising out of, the performance of this Agreement by Recipient, or by

the conditions created thereby. Recipient further agrees to indemnify and save harmless the City, and its officers, agents, and employees, from and against all claims, liabilities, judgments, penalties, costs, expenses, and attorney fees arising out of or resulting from such injuries to persons, or damages to property, or based upon, or arising out of, the performance or nonperformance of this Agreement by Recipient, or acts or omissions of Recipient, its employees, officers, and agents, or out of any violation by Recipient of any statute, ordinance, rule, or regulation. Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, CRS 24-10-101, *et. seq.*, as now or hereafter amended.

L. Compliance with C.R.S. § 24-76.5-103.

1. Recipient acknowledges that the funds provided pursuant to this Agreement are a “public benefit” within the meaning of C.R.S. § 24-76.5-103. As such, the Recipient shall ensure compliance with C.R.S. § 24-76.5-103 by performing the required verifications. Specifically, when required the Recipient shall ensure that:

a. If the public benefit provided by the funds flows directly to a natural person (*i.e.*, not a corporation, partnership, or other legally-created entity) 18 years of age or older, he/she must do the following:

- complete the affidavit attached to this Agreement as Attachment B
- attach a photocopy of the front and back of one of the following forms of identification: a valid Colorado driver’s license or Colorado identification card; a United States military card or military dependent’s identification card; a United States Coast Guard Merchant Mariner identification card; or a Native American tribal document.

b. If an individual applying for the benefits identified herein executes the affidavit stating that he/she is an alien lawfully present in the United States, Recipient shall verify his/her lawful presence through the federal systematic alien verification or entitlement program, known as the “SAVE Program,” operated by the U.S. Department of Homeland Security or a successor program designated by said department. In the event Recipient determines through such verification process that the individual is not an alien lawfully present in the United States, the Recipient shall not provide benefits to such individual with funds awarded pursuant to this Agreement.

c. Exemptions. City acknowledges that the Scope of Services provided by Recipient herein may fall within several exceptions to the verification requirements of C.R.S. § 24-76.5-103 for non-profits. For example, certain programs, services, or assistance such as, but not limited

to, soup kitchens, crisis counseling and intervention, short-term shelter or prenatal care are not subject to the verification requirements of C.R.S. § 24-76.5-103.

M. Conflicts of Interest. The Recipient covenants that no member of its Board of Directors or any officer or employee presently has any personal interest in the Project and shall not acquire any interest therein that would conflict with the performance of the Services required under this Agreement or by any applicable law, regulation, or ordinance.

N. Alteration. No addition, alteration, amendment, or modification of the terms of this Agreement, nor verbal understandings of the parties, their officers, agents or employees, shall be valid unless reduced to writing and executed by the parties hereto.

O. Assignment. Recipient may not assign this Agreement in whole or in part without the prior written consent of the City.

P. Prior Agreements. This Agreement supersedes all prior agreements and understandings, whether written or verbal, of the parties hereto relating to City funds to be paid Recipient by the City, and, upon execution of this Agreement by all the parties hereto, all such prior agreements and understandings, whether written or verbal, shall terminate except as otherwise provided herein.

Q. Enforcement. Enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the City and the Recipient, and nothing contained in this Agreement shall give or allow any claim or right of action by any other or third person under this Agreement. It is the express intention of the City and the Recipient that any person other than the City or the Recipient receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

R. Notice. Notice shall be deemed to have been duly given if mailed first class mail, postage prepaid to:

CITY:
City of Greeley
Benjamin Snow
Economic Health & Housing Director
1000 10th Street
Greeley, CO 80631

RECIPIENT:
Downtown Development Authority
Bianca Fisher
Executive Director
802 9th Street, Suite 100
Greeley, CO 80631

With copy to:
City Attorney
City Attorney's Office
1100 10th Street, Suite 401
Greeley, CO 80631

Or such other address as Recipient or City shall hereafter designate in writing delivered to the other party.

S. Authority to Bind. The person or persons signing below on behalf of Recipient represent and warrant that such person or persons has the requisite authority to execute this Agreement for and on behalf of Recipient and legally bind Recipient thereto.

T. Appropriation. Pursuant to law, this Agreement is subject to adequate appropriation in any given fiscal year of the City of Greeley. Should adequate funds not be appropriated in any fiscal year to maintain the terms and conditions of this Agreement, the parties agree that the Agreement shall immediately terminate. It is expressly understood and agreed by and between the parties hereto that the only expenditures to be made by the City are those expenditures specifically provided for herein.

IN WITNESS WHEREOF, the City and Recipient have executed this Agreement the day and year first above written.

THE CITY OF GREELEY, COLORADO:

RECIPIENT:

By: _____
Mayor

By: *Bianca Fisher*
Bianca Fisher
Executive Director

ATTEST:

By: _____
City Clerk

APPROVED AS TO SUBSTANCE

By: _____
City Manager

APPROVED AS TO LEGAL FORM:

By: _____
City Attorney

AS TO AVAILABILITY OF FUNDS:

By: _____
Director of Finance

ATTACHMENT B

AFFIDAVIT PURSUANT TO C.R.S. 24-76.5-103

I, _____, swear or affirm under penalty of perjury under the laws of the State of Colorado that (check one):

- I am a United States citizen, or
- I am a legal permanent resident of the United States, or
- I am lawfully present in the United States pursuant to Federal law.

I understand that this sworn statement is required by law because I have applied for a public benefit. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to receipt of this public benefit. I further acknowledge that making a false, fictitious, or fraudulent statement or representation in this sworn affidavit is punishable under the criminal laws of Colorado as perjury in the second degree under Colorado Revised Statute § 18-8-503 and it shall constitute a separate criminal offense each time a public benefit is fraudulently received.

Signature _____
Date

INTERNAL USE ONLY Valid forms of identification

- current Colorado driver's license, minor driver's license, probationary driver's license, commercial driver's license, restricted driver's license, instruction permit
- current Colorado identification card
- U.S. military card or dependent identification card
- U.S. Coast Guard Merchant Mariner card
- Native American Tribal Document

The following forms of identification may be accepted pursuant to HB06S-1023, effective August 1, 2007.*

- certificate verifying naturalized status by an authorized agency of the United States bearing Applicant's intact photograph impressed and the raised embossed seal of the issuing agency;
- certificate verifying United States citizenship issued by an authorized agency of the United States bearing Applicant's intact photograph impressed with the raised embossed seal of the issuing agency;
- order of adoption by a U.S. court with seal of certification
- valid driver's license or ID card bearing applicant's photograph issued by a lawful presence state. (All states are lawful presence states including the District of Columbia with the exception of: HI, IL, MD, NE, NM, UT, and WA. If on the face of the license or ID card presented it says that it is an Enhanced driver license or ID card, then it is to be accepted as a lawful presence document.)
- valid immigration documents demonstrating Lawful Presence and verified through the Systematic Alien Verification for Entitlements, administered by the United States Citizenship and Immigration Services of the Department of Homeland Security. Valid immigration documents are as follows: Unexpired Foreign Passport bearing an unexpired "Processed for I-551" stamp or with an attached unexpired "Temporary I-551" visa; Unexpired Foreign Passport accompanied by an "I-94" indicating a specific future "until" date; "I-94" with refugee or asylum status; and Unexpired "Resident Alien" card, "Permanent Resident" card, or "Employment Authorization" card.

*If individual applicants for a public benefit cannot produce the documentation necessary to prove lawful presence, they may request a waiver. The waiver is available for individuals who: (1) due to a chronic health or medical condition, lack sufficient mobility to appear in person to apply for a Colorado driver license or Colorado identification card, or (2) due to lack of a permanent physical address in Colorado, do not qualify for a Colorado driver license or Colorado identification card, or (3) may lack sufficient documentation to receive a Colorado driver license or Colorado identification card. Contact your department director.

Council Agenda Summary

January 15, 2019

Agenda Item Number 12

Key Staff Contact: Ben Snow, Economic Health & Housing Director, 970-350-9384

Title:

Consideration of a resolution approving an Intergovernmental Agreement between the City of Greeley and The State of Colorado acting for and on behalf of the Board of Trustees of the University of Northern Colorado for the use and benefit of the Small Business Development Center and the BizHub Collaborative for economic development services

Summary:

As part of its 2019 budget approval the City Council awarded funding to the Small Business Development Center and the BizHub Collaborative for certain economic development services related to start-up business support. Staff memorializes the scope of services contract in an agreement. Because the agreement is with another governmental entity (UNC) the Council must approve the agreement by resolution as an IGA.

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	Yes
If yes, what is the initial, or, onetime impact?	\$15,000
What is the annual impact?	
What fund of the City will provide Funding?	
What is the source of revenue within the fund?	
Is there grant funding for this item?	No
If yes, does this grant require a match?	
Is this grant onetime or ongoing?	
Additional Comments:	

Legal Issues:

Intergovernmental Agreements must be approved by Council Resolution.

Other Issues and Considerations:

None

Applicable Council Goal or Objective:

Civic Infrastructure

Decision Options:

- 1) Adopt the resolution as presented; or

- 2) Amend the resolution and adopt as amended; or
- 3) Deny the resolution; or
- 4) Continue consideration of the resolution to a date certain.

Council's Recommended Action:

A motion to adopt the Resolution.

Attachments:

Resolution
Agreement

**CITY OF GREELEY, COLORADO
RESOLUTION _____, 2019**

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF GREELEY AND THE STATE OF COLORADO ACTING FOR AND ON BEHALF OF THE BOARD OF TRUSTEES OF THE UNIVERSITY OF NORHERN COLORADO FOR THE USE AND BENEFIT OF THE SMALL BUSINESS DEVELOPMENT CENTER AND THE BIZHUB COLLABORATIVE

WHEREAS, the City of Greeley undertakes economic development initiatives in a number of areas for the betterment of the community; and,

WHEREAS, the City of Greeley also contracts with partner organizations to carry out economic development work on behalf of the City; and,

WHEREAS, the City Council approved funding to the Small Business Development Center and the BizHub Collaborative located at the University of Northern Colorado campus y to undertake certain economic development activities related to business development; and

WHEREAS, entering into an agreement with another governmental entity requires the additional action by City Council to adopt a Resolution approving the funding and work to be performed.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREELEY, COLORADO:

Section 1. The Greeley City Council approves the attached Essential Services Contract with the State of Colorado acting for and on behalf of the Board of Trustees of the University of Northern Colorado for the use and benefit of the Small Business Development Center and the BizHub Collaborative, attached hereto as Exhibit A.

Section 2. This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED, SIGNED, APPROVED AND IN EFFECT THIS 15TH DAY OF JANUARY 2019

ATTEST:

GREELEY, COLORADO

City Clerk

By: _____
Mayor

**CITY OF GREELEY
COMMUNITY SERVICES FUNDING AGREEMENT
ESSENTIAL SERVICE CONTRACT**

THIS AGREEMENT is entered into as of this 1st day of January 2019 by and between the City of Greeley, a home rule municipality (“City”) whose address is 1000 10th Street, Greeley, CO 80631 and The State of Colorado acting for and on behalf of the Board of Trustees of the University of Northern Colorado, 501 20th Street, Greeley, CO 80639, for the use and benefit of the Small Business Development Center and the BizHub Collaborative (collectively the “Recipient”) whose address is 807 17th Street, Greeley, CO 80631.

I. BACKGROUND

- A. Recipient has requested funds from the City for the purpose of furnishing the services described in its application (summarized in the Scope of Services, below); and
- B. The City has determined that the Recipient's proposed use of funds furthers a municipal and public purpose; and
- C. This Agreement describes the mutual understanding between the Recipient and the City relative to the conditions under which City funds are therefore provided to the Recipient.

II. AGREEMENT

- A. Scope of Services: City of Greeley funds will used by the Recipient for general administrative and operating support (detailed further in Attachment A) to enhance the economic viability of Greeley via the following services:
 1. Business counseling and technical training to Greeley business owners;
 2. Provide virtual incubator services via the BizHub Collaborative;
 3. Referral of businesses within Greeley to appropriate City of Greeley staff based upon specific services needed, which will require a basic understanding of the City of Greeley business registration, expansion and development processes;
 4. Reporting of job creation and capital invested by businesses within Greeley;
 5. Delivery of targeted business education and training seminars;
 6. Actively collaborate and promote all Weld County economic development partners.

The Recipient agrees to perform the Services as described in the Scope of Services and represents that it has the authority and capacity to perform the services in compliance with the provisions of this Agreement. In addition to the described Scope of Services, Recipient agrees to the following conditions in exchange for the City's funds for the services described as part of this Agreement:

1. Service to Greeley Residents: The Recipient shall not use the funds received from the City from this Agreement to serve persons living outside of the City;
2. Advertising: Recipient shall include the wording "Sponsored in part by the City of Greeley" on all promotional, advertising, invitations, and other print or media material for Recipient's programs and services for which City Funds are made available under this Agreement;
3. Special Conditions: In the course of providing the Scope of Services Recipient shall also adhere to the following special conditions:
None
4. Compliance with CRS standards: Recipient shall limit services to United States citizens, permanent residents of the United States, or lawfully present in the United States pursuant to federal law (see Section L of this Agreement).

B. City's Responsibilities. With this Agreement the City designates the Economic Health and Housing Director for the City of Greeley, or his/her designee, as a representative of the City authorized to make all necessary decisions required of the City on behalf of the City in connection with execution of this Agreement and disbursement of funds.

C. Grant Award. If Recipient is not in default in any part of the terms of this Agreement, and subject to paragraph G below, the City may provide funds to the Recipient as follows:

1. Four (4) quarterly installments in equal amounts, totaling a maximum of \$15,000 (\$10,000 for SBDC and \$5,000 for BizHub) upon City's receipt of an invoice from the Recipient, which contains the following information:
 - a. Description of those services provided for the month as described in the Scope of Services;
 - b. Detailed accounting of the use of the funds as requested for reimbursement by City;
 - c. Description of number and type of businesses served and method of ascertaining participation;
 - d. Evidence, if relevant, that persons served were legally present in the United States at the time the service was provided.

2. The City will endeavor to make payment within two weeks and no later than 30 days following receipt of Recipient's invoice. Upon satisfactory showing of need, City may advance to Recipient, once during the term of this Agreement, an amount not to exceed one monthly installment. The final monthly installment shall be paid not later than thirty (30) days from the final request for payment following services rendered by the Recipient. Any funds remaining that had been authorized for services provided in this Agreement and not expended by December 31, 2019 or drawn as of February 1, 2020 shall be reprogrammed by the City at its sole discretion.

D. Term. The City's obligation to provide funding under this Agreement shall begin on the date this Agreement is executed by the City (the "Effective Date") and end on December 31, 2019, unless earlier terminated as set forth in paragraph G below. The City shall not pay any costs or expenses incurred by the Recipient before the Effective Date of this Agreement. Funding shall not be guaranteed after December 31, 2019.

E. Applicable Law. This Agreement is made subject to and incorporates herein, as if set out in full, the Charter and Ordinances of the City of Greeley, and all applicable Federal and State Laws and regulations, and Recipient agrees to abide by and comply with same.

F. Assurances. Recipient acknowledges and agrees that City funds shall not be used for lobbying for the purpose of influencing pending or proposed legislation, nor to influence quasi-judicial decision making by any elective bodies. Recipient further acknowledges and agrees that no person shall, on the grounds of disability, race, creed, color, sex, sexual orientation, marital status, national origin, ancestry, or religion, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any of Recipient's programs or activities receiving City financial assistance hereunder.

G. Termination.

1. For Cause by the City. The City may immediately terminate this Agreement if the Recipient materially fails to comply with any term or condition of the Agreement.

2. Without Cause by Either Party. Either party may terminate the Agreement upon thirty (30) days written notice to the other party. No payments will be due or owing from the City to the agency on or following the date of the written notice, including payments for services completed prior to the termination date.

3. Upon Change in Program, Scope of Services or Budget. If Recipient desires to reduce, terminate, or materially modify its Scope of Services or Budget, Recipient shall, before implementing any such change, immediately notify the City in writing of its intention to make such a change. City will evaluate the merits of the change in Scope of Services and may elect to either terminate the

Agreement or amend it at a level that corresponds with the change as proposed by the Recipient. Such determination by the City shall be provided in writing to the Recipient within thirty (30) days of receiving notice of the proposed change. Recipient's failure to so notify the City shall cause this Agreement, without any further action on the part of the City, to be immediately terminated, and all future installment payments of City Funds to Recipient shall cease.

4. Materials and Documents. In the event this Agreement is terminated, all finished or unfinished materials, documents, data, studies, and reports prepared by the Recipient pursuant to this Agreement shall, at the option of the City, become the City's property.

5. Recipient's Obligations. Termination of this Agreement shall not release or discharge the Recipient from any obligation incurred prior to the date of termination and the provisions of paragraphs hereof shall survive such termination.

6. Return of Funds. Upon termination of this Agreement, all City Funds then in possession of Recipient which have not been spent or obligated in conformity with Recipient's Budget and this Agreement shall immediately be returned to the City.

H. Independent Contractor Status. Recipient shall, at all times, be deemed an independent Contractor and neither Recipient, nor its officers, agents and employees shall at any time be deemed employees, officers, or agents of the City. Recipient shall be solely responsible for the acts of its officers, agents, and employees and payment of all withholding taxes, social security, unemployment compensation, workman's compensation, or other taxes, and shall hold the City harmless and indemnify the City from all claims for same.

I. Monitoring and Evaluation. The City reserves the right to monitor and evaluate the progress and performance of the Recipient to ensure that the terms of this Agreement are being satisfactorily met in accordance with the City and other applicable monitoring and evaluating criteria and standards. The Recipient shall cooperate with the City relating to such monitoring and evaluation.

J. Recipient Files and Activity Reports. The Recipient shall retain information in its files which shall clearly document all activities performed in conjunction with this Agreement including, but not limited to, financial transactions, conformance with assurances, and Recipient activity reports. A Recipient activity report shall be submitted with all requests for reimbursement or payment by the City.

K. Indemnification. Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal

Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, CRS 24-10-101, *et. seq.*, as now or hereafter amended.

L. Compliance with C.R.S. § 24-76.5-103.

1. Recipient acknowledges that the funds provided pursuant to this Agreement are a "public benefit" within the meaning of C.R.S. § 24-76.5-103. As such, the Recipient shall ensure compliance with C.R.S. § 24-76.5-103 by performing the required verifications. Specifically, when required the Recipient shall ensure that:

a. If the public benefit provided by the funds flows directly to a natural person (*i.e.*, not a corporation, partnership, or other legally-created entity) 18 years of age or older, he/she must do the following:

- complete the affidavit attached to this Agreement as Attachment B.
- attach a photocopy of the front and back of one of the following forms of identification: a valid Colorado driver's license or Colorado identification card; a United States military card or military dependent's identification card; a United States Coast Guard Merchant Mariner identification card; or a Native American tribal document.

b. If an individual applying for the benefits identified herein executes the affidavit stating that he/she is an alien lawfully present in the United States, Recipient shall verify his/her lawful presence through the federal systematic alien verification or entitlement program, known as the "SAVE Program," operated by the U.S. Department of Homeland Security or a successor program designated by said department. In the event Recipient determines through such verification process that the individual is not an alien lawfully present in the United States, the Recipient shall not provide benefits to such individual with funds awarded pursuant to this Agreement.

c. Exemptions. City acknowledges that the Scope of Services provided by Recipient herein may fall within several exceptions to the verification requirements of C.R.S. § 24-76.5-103 for non-profits. For example, certain programs, services, or assistance such as, but not limited to, soup kitchens, crisis counseling and intervention, short-term shelter or prenatal care are not subject to the verification requirements of C.R.S. § 24-76.5-103.

M. Conflicts of Interest. The Recipient covenants that no member of its Board of Directors or any officer or employee presently has any personal interest in the Project

and shall not acquire any interest therein that would conflict with the performance of the Services required under this Agreement or by any applicable law, regulation, or ordinance.

N. Alteration. No addition, alteration, amendment, or modification of the terms of this Agreement, nor verbal understandings of the parties, their officers, agents or employees, shall be valid unless reduced to writing and executed by the parties hereto.

O. Assignment. Recipient may not assign this Agreement in whole or in part without the prior written consent of the City.

P. Prior Agreements. This Agreement supersedes all prior agreements and understandings, whether written or verbal, of the parties hereto relating to City funds to be paid Recipient by the City, and, upon execution of this Agreement by all the parties hereto, all such prior agreements and understandings, whether written or verbal, shall terminate except as otherwise provided herein.

Q. Enforcement. Enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the City and the Recipient, and nothing contained in this Agreement shall give or allow any claim or right of action by any other or third person under this Agreement. It is the express intention of the City and the Recipient that any person other than the City or the Recipient receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

R. Notice. Notice shall be deemed to have been duly given if mailed first class mail, postage prepaid to:

CITY:
City of Greeley
Benjamin Snow
Economic Health & Housing Director
1000 10th Street
Greeley, CO 80631

RECIPIENT:
University of Northern Colorado
Office of Sponsored Programs
Trisha Brinton
Kepner Hall
Campus Box 43
Greeley, CO 80639

With copy to:
City Attorney
City Attorney's Office
1100 10th Street, Suite 401
Greeley, CO 80631

Or such other address as Recipient or City shall hereafter designate in writing delivered to the other party.

S. Authority to Bind. The person or persons signing below on behalf of Recipient represent and warrant that such person or persons has the requisite authority to execute this Agreement for and on behalf of Recipient and legally bind Recipient thereto.

T. Appropriation. Pursuant to law, this Agreement is subject to adequate appropriation in any given fiscal year of the City of Greeley. Should adequate funds not be appropriated in any fiscal year to maintain the terms and conditions of this Agreement, the parties agree that the Agreement shall immediately terminate. It is expressly understood and agreed by and between the parties hereto that the only expenditures to be made by the City are those expenditures specifically provided for herein.

IN WITNESS WHEREOF, the City and Recipient have executed this Agreement the day and year first above written.

THE CITY OF GREELEY, COLORADO:

RECIPIENT:

By: _____
Mayor

By: _____
Cira Mathis

ATTEST:

Assoc. Director, Sponsored Prog.

By: _____
City Clerk

APPROVED AS TO SUBSTANCE

By: _____
City Manager

APPROVED AS TO LEGAL FORM:

By: _____
City Attorney

AS TO AVAILABILITY OF FUNDS:

By: _____
Director of Finance

ATTACHMENT B

AFFIDAVIT PURSUANT TO C.R.S. 24-76.5-103

I, _____, swear or affirm under penalty of perjury under the laws of the State of Colorado that (check one):

- ___ I am a United States citizen, or
- ___ I am a legal permanent resident of the United States, or
- ___ I am lawfully present in the United States pursuant to Federal law.

I understand that this sworn statement is required by law because I have applied for a public benefit. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to receipt of this public benefit. I further acknowledge that making a false, fictitious, or fraudulent statement or representation in this sworn affidavit is punishable under the criminal laws of Colorado as perjury in the second degree under Colorado Revised Statute § 18-8-503 and it shall constitute a separate criminal offense each time a public benefit is fraudulently received.

Signature

Date

INTERNAL USE ONLY Valid forms of identification

- current Colorado driver’s license, minor driver’s license, probationary driver’s license, commercial driver’s license, restricted driver’s license, instruction permit
- current Colorado identification card
- U.S. military card or dependent identification card
- U.S. Coast Guard Merchant Mariner card
- Native American Tribal Document

The following forms of identification may be accepted pursuant to HB06S-1023, effective August 1, 2007.*

- certificate verifying naturalized status by an authorized agency of the United States bearing Applicant’s intact photograph impressed and the raised embossed seal of the issuing agency;
- certificate verifying United States citizenship issued by an authorized agency of the United States bearing Applicant’s intact photograph impressed with the raised embossed seal of the issuing agency;
- order of adoption by a U.S. court with seal of certification
- valid driver’s license or ID card bearing applicant’s photograph issued by a lawful presence state. (All states are lawful presence states including the District of Columbia with the exception of: HI, IL, MD, NE, NM, UT, and WA. If on the face of the license or ID card presented it says that it is an Enhanced driver license or ID card, then it is to be accepted as a lawful presence document.)
- valid immigration documents demonstrating Lawful Presence and verified through the Systematic Alien Verification for Entitlements, administered by the United States Citizenship and Immigration Services of the Department of Homeland Security. Valid immigration documents are as follows: Unexpired Foreign Passport bearing an unexpired “Processed for I-551” stamp or with an attached unexpired “Temporary I-551” visa; Unexpired Foreign Passport accompanied by an “I-94” indicating a specific future “until” date; “I-94” with refugee or asylum status; and Unexpired “Resident Alien” card, “Permanent Resident” card, or “Employment Authorization” card.

*If individual applicants for a public benefit cannot produce the documentation necessary to prove lawful presence, they may request a waiver. The waiver is available for individuals who: (1) due to a chronic health or medical condition, lack sufficient mobility to appear in person to apply for a Colorado driver license or Colorado identification card, or (2) due to lack of a permanent physical address in Colorado, do not qualify for a Colorado driver license or Colorado identification card, or (3) may lack sufficient documentation to receive a Colorado driver license or Colorado identification card. Contact your department director.

Council Agenda Summary

January 15, 2019

Agenda Item Number 13

Key Staff Contact: Victoria Runkle, Assistant City Manager, 970-350-3190

Title:

Consideration of a resolution of the City of Greeley Council Authorizing Dissolution of the Greeley Building Authority effective December 31, 2018

Summary:

The Greeley City Council on August 9, 1980 established the Greeley Building Authority (GBA) by adopting Articles of Incorporation, as well as Bylaws, and appointed a five-member board. The organization was established to finance and construct city facilities. Since that time several facilities have been built including the Greeley Senior Center, Island Grove Event Center and refunding the Union Colony Civic Center debt. Over the years the regulations and best practices in the finance industry have changed and now a paying agent can be retained to perform the same function as the GBA was serving with regard to issuing Certificates of Participation (generally a lease purchase) for constructing buildings. After vetting requests for proposals Zion Bank was selected to serve as the City's paying agent. They were used as the paying agent for the City Center and for other debt issuances (i.e., water and sewer revenue bonds). The State Statutes allow for the incorporators (City Council) to dissolve the GBA when there are not sufficient board of directors to take action. There does not appear to be a quorum available on the current GBA Board. There are no more outstanding obligations. Staff is recommending that the City Council dissolve the Greeley Building Authority, because there is no longer a compelling reason to establish a new board or to conduct business using the current GBA structure.

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	No
If yes, what is the initial, or, onetime impact?	
What is the annual impact?	
What fund of the City will provide Funding?	
What is the source of revenue within the fund?	
Is there grant funding for this item?	N/A
If yes, does this grant require a match?	
Is this grant onetime or ongoing?	
Additional Comments:	

Legal Issues:

The City Attorney's Office and outside bond counsel, Kutak Rock, are in agreement that the Greeley Building Authority is no longer necessary for the purpose of constructing and financing city facilities.

Other Issues and Considerations:

A remaining traditional use of a building authority is to create a means of constructing and maintaining a jointly owned facility by two or more governmental entities, governed with board that has representation from all owner entities. Should that opportunity arise in the future, the organization can be set up to specifically address the needs of the owner agencies.

Applicable Council Goal or Objective:

Infrastructure & Growth: Provide a framework of public services, facilities, and equipment that support a safe, pleasing and successful community. Good stewardship of the public funds would suggest that it is time to dissolve an obsolete method of financing for the construction of public facilities.

Decision Options:

- 1) Adopt the resolution as presented; or
- 2) Amend the resolution and adopt as amended; or
- 3) Deny the resolution; or
- 4) Continue consideration of the resolution to a date certain.

Council's Recommended Action:

A motion to adopt the Resolution.

Attachments:

Resolution

CITY OF GREELEY, COLORADO

RESOLUTION____, 2019

**A RESOLUTION OF THE CITY OF GREELEY COUNCIL AUTHORIZING
DISSOLUTION OF THE GREELEY BUILDING AUTHORITY EFFECTIVE
DECEMBER 31, 2018**

WHEREAS, on August 9, 1980, the Greeley City Council adopted Articles of Incorporation and Bylaws to establish the Greeley Building Authority (GBA), a nonprofit corporation, for the purpose of financing and constructing facilities, and appointed a five-member Board of Directors (Directors);

WHEREAS, the GBA served its purpose over the years by financing the construction of several City facilities that have benefited the citizens of Greeley, including the Greeley Senior Center, Island Grove Event Center, and refunding the lease for the Union Colony Civic Center;

WHEREAS, all obligations of the GBA have been met as of December 31, 2018;

WHEREAS, current regulations allow for alternate, more efficient methods for financing facilities' construction, and by Resolution 28, 2016, the City Council authorized a contract with Zions Bank to perform "paying agent" services, as an alternative to the GBA;

WHEREAS, there does not appear to be a quorum available to allow the current Directors to vote to dissolve the GBA;

WHEREAS, the C.R.S. § 7-134-101(1) provides that dissolution of a nonprofit corporation with no directors may be authorized by a majority of its incorporators; and

WHEREAS, as the GBA's incorporators, the City Council can dissolve the GBA.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF GREELEY, COLORADO:

Section 1. The GBA is hereby dissolved and all Directors are relieved of responsibilities and liabilities.

Section 2. This City Council action will allow for the filing of the Articles of Dissolution of a Nonprofit Corporation with the Colorado Secretary of State, pursuant to C.R.S. § 7-134-103.

Section 3. This Resolution shall become effective immediately upon passage.

PASSED AND ADOPTED, SIGNED AND APPROVED THIS 15TH DAY OF JANUARY, 2019.

ATTEST:

CITY OF GREELEY, COLORADO

By: City Clerk

By: Mayor

Council Agenda Summary

January 15, 2019

Agenda Item Number 14

Key Staff Contact: Victoria Runkle, Assistant City Manager, 970-350-3190

Title:

Consideration of a resolution of the Greeley City Council declaring its official intent to reimburse itself with the proceeds of one or more tax-exempt financings for certain capital construction and equipment expenditures

Summary:

The City intends to issue external debt in the form of certificates of participation (COPS), or a lease purchase type of financing, to build Fire Station 6 (west station in Promontory) with the related engine and replace Station 2 (23rd and Reservoir). These projects were included in the financial plan for the .16% public safety sales tax extension approved by the voters of Greeley in November, 2018.

This resolution will allow the City to reimburse itself for project costs incurred from the financing proceeds within 60 days before the adoption of the resolution and up to 18 months from the first expenditure. This has been the standard practice for the City. It allows the design to be completed so that the debt issued is for the amount actually needed to construct the stations and purchase the engine. It also prevents the City from having to pay interest until construction begins.

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	Committing existing accumulated resources for station design and order the fire engine. Generates interest savings by deferring the issuance of the debt until it is needed for construction.
If yes, what is the initial, or, onetime impact?	Approximately \$2.1M (design and pay for the cab and chassis of the engine)
What is the annual impact?	
What fund of the City will provide Funding?	Designated Revenue
What is the source of revenue within the fund?	Design will be paid from accumulated fund balance generated by the existing tax.
Is there grant funding for this item?	No
If yes, does this grant require a match?	

Is this grant onetime or ongoing?	
Additional Comments:	

Legal Issues:

This is a strategy allowed for in the State Statutes as referenced in the Resolution.

Other Issues and Considerations:

None.

Applicable Council Goal or Objective:

Manage the health, safety and welfare in a way that promotes a sense of security and well-being for residents, businesses, and visitors. Establish the capital and human infrastructure to support and maintain a safe, competitive, appealing and dynamic community.

Decision Options:

- 1) Adopt the resolution as presented; or
- 2) Amend the resolution and adopt as amended; or
- 3) Deny the resolution; or
- 4) Continue consideration of the resolution to a date certain.

Council's Recommended Action:

A motion to adopt the Resolution.

Attachments:

Resolution

**CITY OF GREELEY, COLORADO
RESOLUTION _____, 2019**

A RESOLUTION OF THE GREELEY CITY COUNCIL DECLARING ITS OFFICIAL INTENT TO REIMBURSE ITSELF WITH THE PROCEEDS OF ONE OR MORE TAX-EXEMPT FINANCINGS FOR CERTAIN CAPITAL CONSTRUCTION AND EQUIPMENT EXPENDITURES.

WHEREAS, the City Council of the City of Greeley, Colorado (the “City”) in the State of Colorado (the “State”) is a political subdivision duly organized and existing pursuant to the constitution and laws of the Sate; and

WHEREAS, the City Council of the City (the “Council”) is the governing body of the City; and

WHEREAS, the Council has determined that it is in the best interest of the City of Greeley to make certain capital expenditures which general consist of the construction of fire stations and the acquisition of capital equipment; and

WHEREAS, the Council currently intends and reasonably expects to enter into one or more tax-exempt financing by June, 2020 (the “Financings”), in an aggregate amount which is currently estimated not to exceed \$12,900,000, to reimburse the City of the portion of such capital construction and equipment incurred or to be incurred subsequent to a period commencing 60 days prior to the date hereof, and ending prior to the later of 18 months of the date of such capital equipment; and

WHEREAS, the Council hereby desires to declare its official intent, pursuant to 26 C.F.R. § 1.150-2, to reimburse the City for such capital expenditures with the proceeds of the City’s Financings

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Greeley as follows:

1. The City shall, presently intends, and reasonably expects to finance the capital construction of two fire stations and a fire engine with legally available funds.
2. All the capital construction and equipment covered by this Resolution were or will be made on and after the day which is 60 days prior to the effective date of this Resolution.
3. The City presently intends and reasonable expects to enter into the Financings within 18 months of the first expenditure of moneys for the capital equipment, whichever is later, and to allocate from said Financing as aggregate amount not to exceed the Advanced Amount to reimburse the City for its expenditures.

4. All prior acts and doings of the officials, agents and employee of the City which are in conformity with the purpose and intend of the Resolution, and in furtherance of the equipment purchase, shall be and the same hereby are in all respects ratified, approved and confirmed.
5. This Resolution shall become effective immediately upon its passage, as provided by the Greeley City Charter.

PASSED AND ADOPTED, SIGNED AND APPROVED THIS 15TH DAY OF JANUARY, 2019.

ATTEST:

THE CITY OF GREELEY, COLORADO

By: _____
City Clerk

By: _____
Mayor

Council Agenda Summary

January 15, 2019

Agenda Item Number 15

Key Staff Contact: Mark Jones, Police Chief, 970-350-9665

Title:

Consideration of a resolution authorizing the Mayor to enter into a Memorandum of Understanding between the City of Greeley and the Board of County Commissioners of Weld County regarding wireless radio services

Summary:

This resolution is between the City of Greeley, Police and Fire Department and the Weld County Regional Communications Center for the use of wireless radio services. Previous public safety contracts through Motorola, cost approximately \$99,000 per year. This intergovernmental agreement provides a \$48,900 savings for the City of Greeley.

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	Yes
If yes, what is the initial, or, onetime impact?	\$31,000 police, \$19,100 fire = \$50,100
What is the annual impact?	Unknown
What fund of the City will provide Funding?	General Fund
What is the source of revenue within the fund?	General Fund
Is there grant funding for this item?	No
If yes, does this grant require a match?	
Is this grant onetime or ongoing?	
Additional Comments:	

Legal Issues:

None.

Other Issues and Considerations:

None.

Applicable Council Goal or Objective:

Safety – Crime prevention and suppression

Decision Options:

- 1) Adopt the resolution as presented; or
- 2) Amend the resolution and adopt as amended; or

- 3) Deny the resolution; or
- 4) Continue consideration of the resolution to a date certain.

Council's Recommended Action:

A motion to adopt the Resolution.

Attachments:

Resolution

Board of County Commissioners of Weld County, Colorado Resolution

WCRCC User Agreement Amendments for Wireless Radio Services

THE CITY OF GREELEY, COLORADO

RESOLUTION _____, 2019

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF GREELEY'S POLICE AND FIRE DEPARTMENT AND THE WELD COUNTY BOARD OF COUNTY COMMISSIONERS, COUNTY OF WELD, COLORADO.

WHEREAS, the City of Greeley's Police and Fire Department and the Weld County Regional Communications Center (WCRCC) desire to enter into an intergovernmental agreement regarding wireless radio services; and

WHEREAS, the Greeley Police and Fire Departments are willing to cooperate in this matter under terms and conditions set forth in the WCRCC user agreement amendment for wireless radio services; and

WHEREAS, it is in the best interest of the citizens of the City of Greeley to enter into this agreement between the Greeley Police and Fire Department and the WCRCC for law enforcement wireless radio services.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREELEY, COLORADO:

1. The Mayor of the City of Greeley, Colorado, is authorized to execute a Memorandum of Understanding between and the City of Greeley, Colorado and Weld County Board of County Commissioners
2. This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED, SIGNED AND APPROVED THIS 15TH DAY OF JANUARY, 2019.

ATTEST:

THE CITY OF GREELEY, COLORADO

City Clerk

John Gates, Mayor

RESOLUTION

RE: APPROVE AMENDMENT TO REGIONAL COMMUNICATIONS USER AGREEMENT FOR WIRELESS RADIO SERVICES AND AUTHORIZE CHAIR TO SIGN – CITY OF GREELEY

WHEREAS, the Board of County Commissioners of Weld County, Colorado, pursuant to Colorado statute and the Weld County Home Rule Charter, is vested with the authority of administering the affairs of Weld County, Colorado, and

WHEREAS, the Board has been presented with an Amendment to Regional Communications User Agreement for Wireless Radio Services between the County of Weld, State of Colorado, by and through the Board of County Commissioners of Weld County, on behalf of the Department of Public Safety Communications, and the City of Greeley, commencing June 1, 2018, with further terms and conditions being as stated in said agreement amendment, and

WHEREAS, after review, the Board deems it advisable to approve said agreement amendment, a copy of which is attached hereto and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Weld County, Colorado, that the Amendment to Regional Communications User Agreement for Wireless Radio Services between the County of Weld, State of Colorado, by and through the Board of County Commissioners of Weld County, on behalf of the Department of Public Safety Communications, and the City of Greeley, be and hereby is, approved.

BE IT FURTHER RESOLVED by the Board that the Chair be, and hereby is, authorized to sign said agreement amendment.

The above and foregoing Resolution was, on motion duly made and seconded, adopted by the following vote on the 29th day of October, A.D., 2018, nunc pro tunc June 1, 2018.

BOARD OF COUNTY COMMISSIONERS
WELD COUNTY, COLORADO

ATTEST: *Cather G. Meick*
Weld County Clerk to the Board

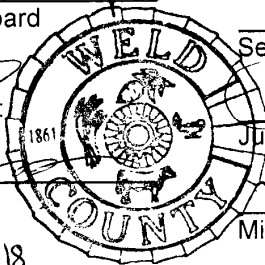
Steve Moreno
Steve Moreno, Chair

BY *Allee A. Rempel*
Deputy Clerk to the Board

Barbara Kirkmeyer
Barbara Kirkmeyer, Pro-Tem

S. P. Conway
Sean P. Conway

APPROVED AS TO FORM: *[Signature]*
County Attorney



Julie A. Cozad
Julie A. Cozad

Mike Freeman
Mike Freeman

Date of signature: 11-14-18

cc: cm (mw)
12/12/18

2018-3454
CM0026

**WELD COUNTY REGIONAL COMMUNICATIONS
USER AGREEMENT AMENDMENT
FOR WIRELESS RADIO SERVICES**

THIS FIRST AMENDMENT TO THE WELD COUNTY REGIONAL COMMUNICATIONS USER AGREEMENT (this "First Amendment") is made and entered into this 29th day of Oct., 2018 by and between CITY OF GREELEY PD and the COUNTY OF WELD, a body corporate and politic of the State of Colorado, by and through its Board of County Commissioners (the "County").

WHEREAS, each participating City/Town/District shall agree to these changes upon the expiration of any current vendor contract to perform similar services. The Amendment must be approved no later than January 1, 2019 and no earlier than June 1, 2018, and

WHEREAS, the costs of the maintenance shall be provided in an appendix to each City/Town/District. For 2018-2019 they are attached hereto and incorporated herein as Appendix 1.

NOW THEREFORE, for and in consideration of the mutual promises and covenants herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby confessed and acknowledged, the parties agree to amend and modify the WELD COUNTY REGIONAL COMMUNICATIONS USER AGREEMENT by adding the following provisions, which shall be incorporated and included as an amendment:

1. PROVISION OF WIRELESS RADIO SERVICES BY THE COUNTY:

- a. The County, through Public Safety Wireless, shall provide the following additional Wireless services:
 - i. Annual Radio Programming (1-Radio Template Change)
 - ii. Provide all parts and labor to repair equipment for Vendor Supported Models as outlined in Appendix 2
 - iii. Annual Over-the-Air Identification Radio Preventative Maintenance (to include PM work if identified)
 - iv. 24x7 Console Service
 - v. Alias Changes
 - vi. Database Management of FRCC/DTRS
 - vii. Annual Radio Training Resources
 - viii. Warranty Repair/Replacement Service for Vendor Supported Models as outlined in Appendix 2
 - ix. Annual Reporting to the Director of Public Safety Communications for Radio Maintenance and Programming

- b. The Public Safety Wireless services listed in 1(a) shall be provided to the City/Town/District Monday through Friday 8am to 5pm with exception of above identified 24x7 services

2018-3454 (1)

**WELD COUNTY REGIONAL COMMUNICATIONS
USER AGREEMENT AMENDMENT
FOR WIRELESS RADIO SERVICES**

- c. If the City/Town/District desires additional Wireless services beyond those described herein, it may request such services from the County. It shall be in the sole discretion of the County whether to accommodate such requests and any additional services provided shall be the subject of a separate agreement.

 - d. The County is not responsible for the maintenance or costs associated with:
 - i. Batteries, Antennas, Microphones, Speakers, Accessories
 - ii. Liquid Damage or Abuse
 - iii. Act of God
 - iv. Lightning Damage
 - v. Station Alerting past demark of Radio/Console
 - vi. Audio Headsets past Radio Demark

 - e. Additional Services Offered:
 - i. Radio Firmware upgrade at cost
 - ii. Radio Programming at cost
2. Model numbers which are not pre-approved by the county, or are from a vendor who is not on the list in Appendix 2 shall not be eligible for the maintenance or support under this agreement.
3. The cost basis for public safety wireless services for the following year will be provided to the City/Town/District by June 1 of each year, based on Annual User Radio System Inventory as of May 15th of each year.
4. The Amendment must be approved no later than January 1, 2019 or the County reserves the right to exercise the termination provisions in the User Agreement.
5. Except as expressly amended or modified herein all terms and provisions of the WELD COUNTY REGIONAL COMMUNICATIONS USER AGREEMENT shall remain the same. In the event of any conflict between the terms and provisions of this First Amendment and the terms and provisions of the WELD COUNTY REGIONAL COMMUNICATIONS USER AGREEMENT, the terms and provisions of this First Amendment shall control.

**WELD COUNTY REGIONAL COMMUNICATIONS
USER AGREEMENT AMENDMENT
FOR WIRELESS RADIO SERVICES**

IN WITNESS WHEREOF, the parties hereto have signed this Agreement this 15 day of October, 2018.

CITY/TOWN/DISTRICT:

Greeley

By: Mark Jones

Date 10-15-18

Name: MARK JONES

Title: Chief of Police
Greeley

WELD COUNTY:

ATTEST: Esther G. Meick

BOARD OF COUNTY COMMISSIONERS

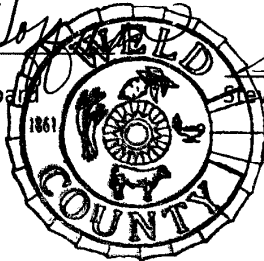
Weld County Clerk to the Board

WELD COUNTY, COLORADO

BY: Chris [Signature] Deputy Clerk to the Board

Steve Moreno
Steve Moreno, Chair

OCT 29 2018



2018-3454(1)

**WELD COUNTY REGIONAL COMMUNICATIONS
USER AGREEMENT AMENDMENT
FOR WIRELESS RADIO SERVICES**

APPENDIX 1

COSTS FOR PUBLIC SAFETY WIRELESS SERVICES

WIRELESS RADIO SERVICES COSTS

- a. beginning June 1, 2018 and for the year 2019 the costs are the Flat Rate of:
 - i. \$100.00 per Mobile Radio
 - ii. \$100.00 per Portable Radio
 - iii. \$500.00 per Console Radio
 - iv. \$40.00 per radio for additional reprogramming
- b. All parts listed in section d.i. of the amendment will be provided at cost to the City/Town/District

**WELD COUNTY REGIONAL COMMUNICATIONS
USER AGREEMENT AMENDMENT
FOR WIRELESS RADIO SERVICES**

APPENDIX 2

SUPPORTED VENDOR LIST

Motorola

Bendix King

Harris

EF Johnson

Kenwood

2019 Radio Maintenance Cost

Portable	\$100.00
Mobile	\$100.00
Base/Consolette	\$500.00

Radio Inventory 5-15-2018				
LAW Agencies	2018 Portable	2018 Mobile	2018 Base Consolette	2019 Maintenance Cost
Ault	12	5		\$1,700
Dacono	37	8		\$4,500
Eaton	14	4		\$1,800
Evans	52	15	1	\$7,200
Firestone	32	32		\$6,400
Frederick	31	18		\$4,900
Ft. Lupton PD	47	21	1	\$7,300
Garden City PD	7	5		\$1,200
Gilcrest				\$0
Greeley	205	105		\$31,000
Hudson	4	4		\$800
Johnstown	31	30		\$6,100
Kersey	10	5		\$1,500
LaSalle	15	5		\$2,000
Lochbuie	18	7		\$2,500
Mead	5	5		\$1,000
Milliken	14	6		\$2,000
Nunn	9	5		\$1,400
Platteville	25	18		\$4,300
Severance PD	4	5		\$900
UNC PD	34	10	2	\$5,400
Weld SO	254	95		\$34,900
Windsor	40	29	1	\$7,400
				\$0
Totals	900	437	5	\$136,200

Radio Inventory 5-15-2018				
FIRE/EMS Agencies	2018 Portable	2018 Mobile	2018 Base Consolette	2019 Maintenance Cost
Ault/Pierce FD	39	18	0	\$5,700
Banner Ambulance	90	18	8	\$14,800
Briggsdale FR	19	6		\$2,500
Eaton FD	54	15	3	\$8,400
Evans FD	34	7	1	\$4,600

Frederick/Firestone FD	80	43	7	\$15,800
Front				
Range(Johnstown/Milliken)	67	25	4	\$11,200
Ft. Lupton FD	33	20	3	\$6,800
Galeton FD	28	6		\$3,400
Greeley FD	108	48	7	\$19,100
Hudson FD	53	15	2	\$7,800
Kersey FD	44	15	2	\$6,900
La Salle FD	36	10	1	\$5,100
Mountain View FD	99	46	5	\$17,000
New Raymer FD	36	9		\$4,500
Nunn FD	15	15		\$3,000
Pawnee FD	13	9		\$2,200
Platteville/Gilcrest FD	29	18	2	\$5,700
Southeast Weld FD	26	18	1	\$4,900
Windsor-Severance FD	93	31	5	\$14,900
Totals	996	392	51	\$164,300

**WELD COUNTY REGIONAL COMMUNICATIONS
USER AGREEMENT AMENDMENT
FOR WIRELESS RADIO SERVICES**

THIS FIRST AMENDMENT TO THE WELD COUNTY REGIONAL COMMUNICATIONS USER AGREEMENT (this "First Amendment") is made and entered into this 19th day of December 2018 by and between GARRETT RILEY DEPARTMENT and the COUNTY OF WELD, a body corporate and politic of the State of Colorado, by and through its Board of County Commissioners (the "County").

WHEREAS, each participating City/Town/District shall agree to these changes upon the expiration of any current vendor contract to perform similar services. The Amendment must be approved no later than January 1, 2019 and no earlier than June 1, 2018, and

WHEREAS, the costs of the maintenance shall be provided in an appendix to each City/Town/District. For 2018-2019 they are attached hereto and incorporated herein as Appendix 1.

NOW THEREFORE, for and in consideration of the mutual promises and covenants herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby confessed and acknowledged, the parties agree to amend and modify the WELD COUNTY REGIONAL COMMUNICATIONS USER AGREEMENT by adding the following provisions, which shall be incorporated and included as an amendment:

1. PROVISION OF WIRELESS RADIO SERVICES BY THE COUNTY:

- a. The County, through Public Safety Wireless, shall provide the following additional Wireless services:
 - i. Annual Radio Programming (1-Radio Template Change)
 - ii. Provide all parts and labor to repair equipment for Vendor Supported Models as outlined in Appendix 2
 - iii. Annual Over-the-Air Identification Radio Preventative Maintenance (to include PM work if identified)
 - iv. 24x7 Console Service
 - v. Alias Changes
 - vi. Database Management of FRCC/DTRS
 - vii. Annual Radio Training Resources
 - viii. Warranty Repair/Replacement Service for Vendor Supported Models as outlined in Appendix 2
 - ix. Annual Reporting to the Director of Public Safety Communications for Radio Maintenance and Programming
- b. The Public Safety Wireless services listed in 1(a) shall be provided to the City/Town/District Monday through Friday 8am to 5pm with exception of above identified 24x7 services

2018-4165 (2)

**WELD COUNTY REGIONAL COMMUNICATIONS
USER AGREEMENT AMENDMENT
FOR WIRELESS RADIO SERVICES**

- c. If the City/Town/District desires additional Wireless services beyond those described herein, it may request such services from the County. It shall be in the sole discretion of the County whether to accommodate such requests and any additional services provided shall be the subject of a separate agreement.

 - d. The County is not responsible for the maintenance or costs associated with:
 - i. Batteries, Antennas, Microphones, Speakers, Accessories
 - ii. Liquid Damage or Abuse
 - iii. Act of God
 - iv. Lightning Damage
 - v. Station Alerting past demark of Radio/Consolette
 - vi. Audio Headsets past Radio Demark

 - e. Additional Services Offered:
 - i. Radio Firmware upgrade at cost
 - ii. Radio Programming at cost
2. Model numbers which are not pre-approved by the county, or are from a vendor who is not on the list in Appendix 2 shall not be eligible for the maintenance or support under this agreement.
3. The cost basis for public safety wireless services for the following year will be provided to the City/Town/District by June 1 of each year, based on Annual User Radio System Inventory as of May 15th of each year.
4. The Amendment must be approved no later than January 1, 2019 or the County reserves the right to exercise the termination provisions in the User Agreement.
5. Except as expressly amended or modified herein all terms and provisions of the WELD COUNTY REGIONAL COMMUNICATIONS USER AGREEMENT shall remain the same. In the event of any conflict between the terms and provisions of this First Amendment and the terms and provisions of the WELD COUNTY REGIONAL COMMUNICATIONS USER AGREEMENT, the terms and provisions of this First Amendment shall control.

**WELD COUNTY REGIONAL COMMUNICATIONS
USER AGREEMENT AMENDMENT
FOR WIRELESS RADIO SERVICES**

IN WITNESS WHEREOF, the parties hereto have signed this Agreement this 19 day of December, 2018.

CITY/TOWN/DISTRICT:

GROESBECK FIRE DEPARTMENT

BY: [Signature]

Date 12/19/18

Name: DALE L LYMAN

Title: FIRE CHIEF

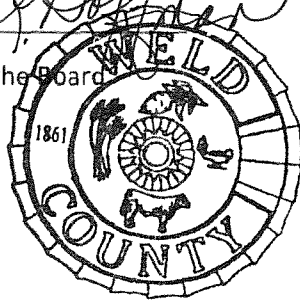
WELD COUNTY:

ATTEST: [Signature]
Weld County Clerk to the Board

BOARD OF COUNTY COMMISSIONERS
WELD COUNTY, COLORADO

BY: [Signature]
Deputy Clerk to the Board

[Signature]
Steve Moreno, Chair **DEC 26 2018**



APPROVED AS TO SUBSTANCE:

[Signature]
Elected Official or Department Head

2018-4165(2)

**WELD COUNTY REGIONAL COMMUNICATIONS
USER AGREEMENT AMENDMENT
FOR WIRELESS RADIO SERVICES**

APPENDIX 1

COSTS FOR PUBLIC SAFETY WIRELESS SERVICES

WIRELESS RADIO SERVICES COSTS

- a. beginning June 1, 2018 and for the year 2019 the costs are the Flat Rate of:
 - i. \$100.00 per Mobile Radio
 - ii. \$100.00 per Portable Radio
 - iii. \$500.00 per Console Radio
 - iv. \$40.00 per radio for additional reprogramming
- b. All parts listed in section d.i. of the amendment will be provided at cost to the City/Town/District

**WELD COUNTY REGIONAL COMMUNICATIONS
USER AGREEMENT AMENDMENT
FOR WIRELESS RADIO SERVICES**

APPENDIX 2

SUPPORTED VENDOR LIST

Motorola

Bendix King

Harris

EF Johnson

Kenwood

Council Agenda Summary

January 15, 2019

Agenda Item Number 16

Key Staff Contact: Joel Hemesath, Public Works Director, 970-350-9795

Title:

Consideration to approve a change order in the amount of \$150,000 to the contract with All Pro Paving for concrete infrastructure repair within several City of Greeley Parks and Keep Greeley Moving Neighborhoods, and bringing the revised contract amount from \$1,184,935.16 to \$1,334,935.16

Summary:

Change Order #2 with All Pro Paving involves additional concrete repairs required to meet ADA standards and mitigate trip hazards in City parks and in Keep Greeley Moving neighborhoods. All Pro Paving has a 2018 contract with the City of Greeley, executed in April 2018, for concrete repairs throughout the City. Change Order #2 for \$150,000.00 will increase the contract total from \$1,184,935.16 to \$1,334,935.16 an increase of 12%, but 37% between change orders 1 and 2.

This concrete work would have been completed normally by year end, but repairs to the concrete roundabout on 29th Street west of 65th Avenue in the St. Michael's subdivision near the new UC Health hospital were prioritized above the some of the other work scheduled for 2018. Our 2018 concrete contractor is wanting to continue work over the winter when weather permits, so the work in the parks and neighborhoods is being added to the All Pro Paving contract to get this work completed sooner and not add to the workload in spring/summer of 2019.

Change order 1 was for \$200,000 to do the work on the 29th Street roundabout.

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	Yes
If yes, what is the initial, or, onetime impact?	Onetime - \$150,000
What is the annual impact?	N/A
What fund of the City will provide Funding?	Food Tax: \$87,000 Keep Greeley Moving: \$64,000
What is the source of revenue within the fund?	Food Tax Keep Greeley Moving (Sales Tax)
Is there grant funding for this item?	No
If yes, does this grant require a match?	
Is this grant onetime or ongoing?	

Additional Comments:	
----------------------	--

Legal Issues:

Greeley Municipal Code 4.20.160 requires that change orders over 25% of the contract amount be referred to City Council for approval.

Other Issues and Considerations:

None.

Applicable Council Goal or Objective:

Infrastructure and Safety – Pedestrian Infrastructure
Safety – Pedestrian Safety

Decision Options:

1. Approve change order as recommended,
2. Amend change order and approve as amended,
3. Deny change order, or
4. Continue item to a date specific.

Council's Recommended Action:

A motion to approve Change Order #2.

Attachments:

All Pro Paving's Original Contract
Change Order #1

City of Greeley, Colorado Contract Information

Project Name 2018 Concrete Repair Program Bid Number: FA17-365-2

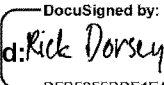
Vendor: All Pro Pavement

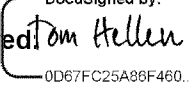
PO#:18000691 BUN/ 3210006006190900 8202 (extra \$135k is available after Jose posts the appropriation.)

Contract Amount: \$984,935.16

Engineers Estimate: \$

Purchasing Manager:

Project Manager Reviewed: 
DocuSigned by:
DFB5255DDF1F4C1...

Department Reviewed: 
DocuSigned by:
0D67FC25A86F460...

Department Reviewed:

Department Reviewed:

Department Reviewed:

Department Head Reviewed:

Other Relevant Information about Contract: THIS IS YEAR 2 OF A 3 YEAR CONTRACT.



CITY OF GREELEY
 PURCHASING DIVISION
 1000 10TH STREET
 GREELEY, CO 80631

PURCHASE ORDER NO. 18000691

PAGE NO. 1

V 25493 FAX: 970-226-2659
 E ALL PRO SEALING AND ASPHALT
 N WATERHOUSE INC
 O PO BOX 7901
 R LOVELAND CO 80537

S
 H PUBLIC WORKS ADMIN
 I CITY OF GREELEY
 P 1001 NINTH AV
 T GREELEY CO 80631
 O ATTN: SHERI DERN

ORDER DATE:		BUYER: RICK DORSEY			PO DATE: 04/20/18	
TERMS: NET 30 DAYS ARO		F.O.B.: DESTINATION		DESC.: RENEWABLE CONTRACT		
ITEM	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION	
01	1.00		2018 CONCRETE REPAIR BUDGET	984935.1600	984,935.16	
ITEM	ACCOUNT		AMOUNT	PROJECT CODE	PAGE TOTAL \$	984,935.16
	3210006006190900 8202		984,935.16		TOTAL \$	984,935.16

THIS ORDER IS NOT VALID OVER \$5,000 UNLESS SIGNED BY THE DEPARTMENT

DocuSigned by:

 DEE5C82E4EE9428... DEPARTMENT AUTHORIZED SIGNATURE

RECEIVED BY

THIS ORDER IS NOT VALID OVER \$50,000 UNLESS SIGNED BY ALL PARTIES BELOW

DocuSigned by:

 8160DBBB21874FE... PURCHASING MANAGER

Contract Signed
 CITY ATTORNEY - DOUG MAREK

Contract Signed
 DIRECTOR OF FINANCE - VICTORIA RUNKLE

Contract Signed
 CITY MANAGER - ROY OTTO



MEMO

Engineering Division

Date: April 3, 2018
 To: Adela Gain, Purchasing Manager
 Through: Joel Hemesath, Public Works Director
 From: Rick Dorsey, Project Manager
 Copy: Sheri Dern, Budget Analyst
 Subject: 2018 Concrete Repair Program 17 00 0653
 FA17-365-1

All Pro Paving has given the City their cost increases for the 2nd year of 3 and I believe their cost increase is justified adding roughly 8%. I have compared their adjustments to 2018 BNi Public Works Cost Book and CDOT's Engineering Estimates and Cost Analysis, Cost Data Book. Attached is their justification letter. I have heard from several contractors that labor costs have increased and in order to keep qualified personnel employers have to raise their employee's salary.

At the present, there is an estimated \$910,000.00 available for construction in the project budget with a tabor adjustment expected on 17 April 2018, adding \$135,000.00.

We anticipate a Notice to Proceed for construction to be issued on approximately April 20, 2018 with a construction completion on or about November 5, 2018 subject to weather and unforeseen circumstances. Due to 2018 overlay, concrete construction has to keep moving and will not allow for a stoppage between 2017 and 2018 contract renewal. It is expected that Tabor funds will become available by April 17th 2018.

RECOMMENDATION

The Department recommends renewing the contract to All Pro Pavement in the amount of \$980,000.00. The cost of the Work will be paid from:

\$980,000.00	Concrete Repair	321 00 060 0621 0900
\$984,935.16		

APPROVED: _____
 For Public Works

A City Achieving Community Excellence



The Asphalt and Concrete Professionals

To Whom It May Concern:

RE: 2018 Greeley Concrete Rehab Price Increase

3/5/2018

We want to thank you for the 2017 contract business and are looking forward to a successful partnership throughout 2018.

As you know, each year we are faced with the quantitative realities of increased material and labor costs. Sighting a tightening labor market and increased raw material demand and costs, our suppliers have increased our 2018 purchase prices. Specifically, our concrete supplier pricing for 2018 will be increased by approximately 6.5%. Additionally, obtaining and retaining qualified concrete laborers, machine operators, and finishers has increasingly required highly competitive wages. We expect this trend to continue throughout 2018

To cover our cost increases, we would like to request a contract finished product price increase of 8%. This accounts for the increased material costs, and higher qualified labor costs.

Thank you for your consideration.

Regards,

Jared Waterhouse
Jared Waterhouse

Waterhouse Inc

**Section 00130 - Bid Schedule
2018 Concrete Repair Program**

All Pro Pavement

Item #	Description	Unit	Bid Quantity	Unit Price	Total Price
1	Remove Curb & Gutter (0 to 2' Pan)	LF	3,293	\$ 6.48	\$ 21,338.64
2	Remove Concrete Flatwork - Thickness Varies	SY	3,216	\$ 10.26	\$ 32,996.16
3	Removal of Rollover C&G/Sidewalk	LF	9,279	\$ 9.72	\$ 90,191.88
4	Remove Asphalt (Thickness Varies)	SY	481	\$ 8.64	\$ 4,155.84
5	Sawcut Joint	LF	590	\$ 4.32	\$ 2,548.80
6	Concrete Sawcut Demo	LF	860	\$ 5.40	\$ 4,644.00
7	New C&G 0-2' Pan (i.e. Vertical Curb and Gutter Sim to S-16)	LF	3,293	\$ 21.60	\$ 71,128.80
8	New High Back Curb and Gutter (8" and above)	LF	40	\$ 32.40	\$ 1,296.00
9	24 Hour High Early Mix -Up Charge	CY	282	\$ 59.40	\$ 16,750.80
10	New Rollover C&G and SW	LF	6,878	\$ 49.68	\$ 341,699.04
11	New 4" Concrete	SY	174	\$ 37.80	\$ 6,577.20
12	New 6" Concrete	SY	2,187	\$ 51.84	\$ 113,374.08
13	New 8" Concrete	SY	1,286	\$ 58.32	\$ 74,999.52
14	New 5" Concrete w/ Fiber Reinforcement	SY	0	\$ 59.40	\$ -
15	Unclassified Excavation	CY	140	\$ 43.20	\$ 6,026.40
16	Compacted Stabilization Subgrade Import (6" Base)	TON	325	\$ 21.60	\$ 7,009.20
17	Major Re-landscaping (Sprinklers, etc.)	HR	212	\$ 86.40	\$ 18,316.80
18	Bridge Ramps (See Detail)	SF	0	\$ 91.80	\$ -
19	Reconstruct Inlet Top (up to 2' below grade)	EA	11	\$ 1,620.00	\$ 17,820.00
20	Adjust Meter Pit	EA	19	\$ 216.00	\$ 4,104.00
21	Landscape Curb 0-6"	LF	1,595	\$ 12.96	\$ 20,671.20
22	Landscape Curb 7-18"	LF	0	\$ 21.60	\$ -
23	Landscape Curb 19-48"	LF	0	\$ 58.32	\$ -
24	ADA Detectable Warning plates/domes	SF	948	\$ 43.20	\$ 40,953.60
25	Chase Drain (12" max. opening)	SF	0	\$ 108.00	\$ -
26	Remove and Reset mailbox	EA	12	\$ 108.00	\$ 1,296.00
27	Tree and Root Pruning	HR	126	\$ 97.20	\$ 12,247.20
28	Saw Cut to Preserve Asphalt	LF	70	\$ 3.24	\$ 226.80
29	Colored Concrete (4 LB Max.) (Add On)	CY	35	\$ 108.00	\$ 3,780.00
30	Stamped Concrete (Add On)	SY	0	\$ 135.00	\$ -
31	Portable Sanitary Station	LS	1	\$ 1,296.00	\$ 972.00
32	4" PVC Installed Under Sidewalk	LF	40	\$ 7.56	\$ 302.40
33	Arrow Board	Day	137	\$ 162.00	\$ 22,194.00
34	Certified Flagger (When Directed By City)	Hour	437	\$ 32.40	\$ 14,158.80
35	Quality Control - Standard Proctor	EA	8	\$ 162.00	\$ 1,296.00
36	Quality Control - Soils Compaction	EA	43	\$ 108.00	\$ 4,644.00
37	Quality Control - Concrete Test & Break Results	EA	84	\$ 324.00	\$ 27,216.00

984,935.16

Vendor Name: All Pro Pavement

Authorized Signature: Jared Waterhouse

Print Name: Jared Waterhouse

Phone Number: 970-232-9242 Fax Number:

Email Address: jared@allpropavement.com Date: 05march2018

SECTION 00210

NOTICE OF AWARD

DATE: April 4, 2018

TO: All Pro Paving

Re: **2018 CONCRETE REPAIR PROGRAM – FA18-365-2**

Dear Contractor:

The City of Greeley, Colorado (hereinafter called "the Owner") has considered the bids submitted for referenced work in response to its Invitation for Bids. You are hereby notified that your bid has been accepted for items and prices stated in the Bid Schedule in the amount of \$984,935.16. You are required to execute the Contract Agreement, provide the necessary insurance certificates, the Performance and Payment Bonds within ten (10) days from the date of this Notice. If you fail to execute said Contract Agreement and furnish the necessary insurance certificates and bonds within the time allotted from this date, the Owner will be entitled to consider your rights arising out of the Owner's acceptance of your bid as abandoned and to demand payment of bid guaranty as damages. The Owner will be entitled to such other rights as may be granted by law. You are required to return an acknowledged copy of this Notice of Award and enclosures to Purchasing.

CITY OF GREELEY, COLORADO

By: Joel Hemesath

Title: Director of Public Works

ACKNOWLEDGMENT: Receipt of the foregoing Notice of Award accompanied with a Performance and Payment Bond form and a signed copy of the Contract Document is hereby acknowledged this 5 day of April, 2018.

Bidder: All Pro Paving

By: [Signature]

SECTION 00310

CONTRACT

THIS AGREEMENT made and entered into this 4th day of April, 2018, by and between the City of Greeley, Colorado, and under the laws of the state of Colorado, party of the first part, termed in the Contract Documents as the "Owner" and All Pro Paving party of the second part, termed in the Contract Documents as "Contractor."

WITNESSETH: In consideration of monetary compensation to be paid by the Owner to the Contractor at the time and in the manner hereinafter provided, the said Contractor has agreed, and does hereby agree, to furnish all labor, tools, equipment and material and to pay for all such items and to construct in every detail, to wit:

PROJECT: **2018 CONCRETE REPAIR PROGRAM – FA18-365-2**

at the price bid on the Proposal Form of \$ 984,935.16 all to the satisfaction and under the general supervision of the Project Manager for the City of Greeley, Colorado.

The Contract Documents consist of this Agreement, the Conditions of the Contract (General, Supplementary and other Conditions), the Drawings, the Specifications, all Addenda issued prior to and all Modifications issued after execution of this Agreement. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

The Project Manager named herein shall interpret and construe the Contract Documents, reconciling any apparent or alleged conflicts and inconsistencies therein; and all of the work and all details thereof shall be subject to the approval and determination of the Project Manager as to whether or not the work is in accordance with Contract Documents. Said City Project Manager shall be the final arbiter and shall determine any and all questions that may arise concerning the Contract Documents, the performance of the work, the workmanship, quality of materials and the acceptability of the completed project. The decision of the Project Manager on all questions shall be final, conclusive and binding.

AND FOR SAID CONSIDERATION IT IS FURTHER PARTICULARLY AGREED BETWEEN THE PARTIES TO THIS AGREEMENT.

1. That construction and installation of the above enumerated work for the Owner shall be completed and ready for use in accordance with the time of completion described in the Bid form of this Contract. That the above enumerated work shall begin within ten (10) days of the official "Notice to Proceed". (Contract shall become void if work is not started at specified time.)

Contract
Page 2

2. That said work and materials for the project covered by the Contract Documents shall be completely installed and delivered to the Owner, within the time above stated, clear and free from any and all liens, claims, and demands of any kind.
3. The full compensation to be paid the Contractor by the Owner pursuant to the terms of this Contract shall be payable as provided in the Contract Documents.
4. This Contract consists of the following component parts, all of which are as fully a part of the Contract as herein set out verbatim, or if not attached, as if hereto attached:

- Section 00210: Notice of Award
- Section 00310: Contract
- Section 00320: Performance Bond
- Section 00330: Payment Bond
- Section 00340: Certificate of Insurance
- Section 00350: Lien Waiver Release
- Section 00360: Debarment/Suspension Certification Statement
- Section 00410: Notice to Proceed
- Section 00420: Project Manager Notification
- Section 00430: Certificate of Substantial Completion
- Section 00440: Final Completion
- Section 00510: General Conditions of the Contract
- Section 00520: Subcontractors List
- Section 00620: Special Provisions

Addenda Number _____ Inclusive

Any modifications, including change orders, duly delivered after execution of this Agreement.

Contract
Page 3

IN WITNESS WHEREOF, the parties have caused this instrument to be executed as of the day and year first above written.

City of Greeley, Colorado

Contractor

Approved as to Substance

DocuSigned by:

Roy Otto

City Manager-Roy Otto

Authorized Signature

Jared Waterhouse

Printed Name

owner

Title

Reviewed as to Legal Form
OFFICE OF THE CITY
ATTORNEY

DocuSigned by:

By: Tracy Spada for

City Attorney-Doug Marek

Certification of Contract
Funds Availability

DocuSigned by:

Victoria Runkle

88B6A7B0F45A40C...

Director of Finance-Victoria Runkle

SECTION 00320

PERFORMANCE BOND

Bond No. **CBB49410**

KNOWN ALL MEN BY THESE PRESENTS: that

(Firm) **Waterhouse Inc. dba All Pro Paving**

(Address) PO Box 7901, Loveland, CO 80537

(an Individual), (a Partnership), (**a Corporation**), hereinafter referred to as "the Principal", and

(Firm) **National American Insurance Company**

(Address) PO Box 9, Chandler, OK 74834

hereinafter referred to as "the Surety", are held and firmly bound unto the CITY OF GREELEY, 1000 10th Street, Greeley, CO. 80631, a Municipal Corporation, hereinafter referred to as "the Owner" in the penal sum of Nine Hundred Eighty Four Thousand Nine Hundred Thirty Five and 16/100 Dollars (\$984,935.00) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors and assigns, jointly and severally, firmly by these present.

THE CONDITIONS OF THIS OBLIGATION are such that whereas the Principal entered into a certain Contract Agreement with the Owner, dated the 4th day of April, 2018, a copy of which is hereto attached and made a part hereof for the performance of City of Greeley Project,

2018 CONCRETE REPAIR PROGRAM – FA18-365-2

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said Contract Agreement during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without Notice to the Surety and during the life of the guaranty period, and if he shall satisfy all claims and demands incurred under such Contract Agreement, and shall fully indemnify and save harmless the Owner from all cost and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, and then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Agreement or to the work or to the specifications.

Performance Bond
Page 2

IN WITNESS WHEREOF, this instrument is executed this 16th day of April, 2018.

PROVIDED, FURTHER, that no final settlement between the Owner and Contractor shall abridge the right of any beneficiary hereunder, whose claims may be unsatisfied.

IN PRESENCE OF: PRINCIPAL Waterhouse Inc. dba All Pro Paving

By: _____

PO Box 7901

Loveland, CO 80537

(Corporate Seal)

(Address)

IN PRESENCE OF: OTHER PARTNERS

By: _____

By: _____

By: _____

IN PRESENCE OF: SURETY National American Insurance Company

By: Megan A Brown

(Attorney-in-Fact)

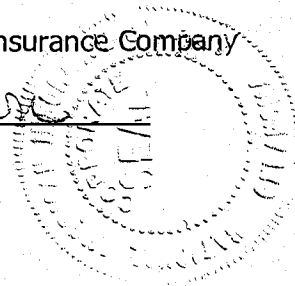
[Signature]

PO Box 9

Chandler, OK 74834

(SURETY SEAL)

(Address)



NOTE: Date of Bond must not be prior to date of Contract Agreement. If Contractor is Partnership, all partners should execute bond.

IMPORTANT: Surety Company must be authorized to transact business in the State of Colorado and be acceptable to the Owner.

SECTION 00330

PAYMENT BOND

Bond No. **CBB49410**

KNOWN ALL MEN BY THESE PRESENT: that

(Firm) **Waterhouse Inc. dba All Pro Paving**

(Address) PO Box 74834, Loveland, CO 80537

(an Individual), (a Partnership), (**a Corporation**), hereinafter referred to as "the Principal", and

(Firm) **National American Insurance Company**

(Address) PO Box 9, Chandler, OK 74834

hereinafter referred to as "the Surety", are held and firmly bound unto the CITY OF GREELEY, 1000 10th Street, Greeley, Co. 80631, a Municipal Corporation, hereinafter referred to as "the Owner", in the penal sum of Nine Hundred Eighty Four Thousand Nine Hundred Thirty Five and 16/100 Dollars (\$984,935.00) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION are such that whereas the Principal entered into a certain Contract Agreement with the Owner, dated the 4th day of April, 2018, a copy of which is hereto attached and made a part hereof for the performance of

2018 CONCRETE REPAIR PROGRAM – FA18-365-2

NOW, THEREFORE, if the Principal shall make payment to all persons, firms, subcontractors and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such Contract Agreement, and any equipment and tools, consumed, rented or used in connection with the construction of such work and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Agreement or to the work or to the specifications.

Payment Bond
Page 2

IN WITNESS WHEREOF, this instrument is executed this 16th day of April, 2018.

PROVIDED, FURTHER, that no final settlement between the Owner and Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN PRESENCE OF:

PRINCIPAL Waterhouse Inc. dba All Pro Paving

By: 

PO Box 7901

Loveland, CO 80537

(Corporate Seal)

(Address)

IN PRESENCE OF:

OTHER PARTNERS

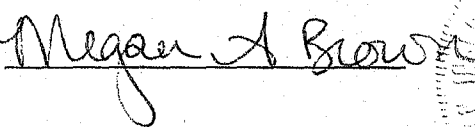
By: _____

By: _____

By: _____

IN PRESENCE OF:

SURETY National American Insurance Company

By: 

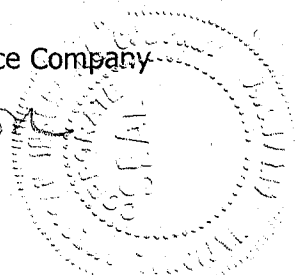
(Attorney-in-Fact)

PO Box 9

Chandler, OK 74834

(SURETY SEAL)

(Address)



NOTE: Date of bond must not be prior to date of Contract Agreement. If Contractor is Partnership, all partners should execute Bond.

IMPORTANT: Surety Company must be authorized to transact business in the State of Colorado and be acceptable to the Owner.

CHANDLER, OKLAHOMA
POWER OF ATTORNEY

Number: CBB49410

DUPLICATES SHALL HAVE THE SAME FORCE AND EFFECT AS AN ORIGINAL ONLY WHEN ISSUED IN CONJUNCTION WITH THE ORIGINAL.

KNOW ALL MEN BY THESE PRESENTS: That the National American Insurance Company, a corporation duly organized under the laws of the State of Oklahoma, having its principal office in the city of Chandler, Oklahoma, pursuant to the following resolution, adopted by the Board of Directors of the said Company on the 8th day of July, 1987, to wit:

"Resolved, that any officer of the Company shall have authority to make, execute and deliver a Power of Attorney constituting as Attorney-in-fact, such persons, firms, or corporations as may be selected from time to time.

Resolved that nothing in this Power of Attorney shall be construed as a grant of authority to the attorney(s)-in fact to sign, execute, acknowledge, deliver or otherwise issue a policy or policies of insurance on behalf of National American Insurance Company.

Be It Further Resolved, that the signature of any officer and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such powers so executed and certified by facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond and documents relating to such bonds to which it is attached."

National American Insurance Company does hereby make, constitute and appoint

W R Withrow, Megan A. Brown

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred in its name, places and stead, to sign, execute, acknowledge and deliver in its behalf, and its act and deed, as follows:

The authority of said Attorney-in-fact to bind the company shall not exceed \$3,000,000 for any single bond.

And to bind National American Insurance Company thereby as fully and to the same extent as if such bonds and documents relating to such bonds were, signed by the duly authorized officer of the National American Insurance Company, and all the acts of said Attorney(s) pursuant to the authority herein given, are hereby ratified and confirmed.

IN WITNESS WHEREOF, the National American Insurance Company has caused these presents to be signed by any officer of the Company and its Corporate Seal to be hereto affixed.

NATIONAL AMERICAN INSURANCE COMPANY



W. Brent LaGere

W. Brent LaGere, Chairman & Chief Executive Officer

STATE OF OKLAHOMA)
COUNTY OF LINCOLN) SS:

On this 2nd day of January, A.D. 2014, before me personally came W. Brent LaGere, to me known, who being by me duly sworn, did depose and say; that he resides in the County of Lincoln, State of Oklahoma; that he is the Chairman and Chief Executive Officer of the National American Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name, thereto by like order.



Janet Taylor

Notary Public
My Commission Expires April 8, 2018
Commission #02006203

STATE OF OKLAHOMA)
COUNTY OF LINCOLN) SS:

I, the undersigned, Assistant Secretary of the National American Insurance Company, an Oklahoma Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force.

Signed and Sealed at the City of Chandler.

Dated the 16th day of April, 2018



Joyce M. Seitz

Joyce M. Seitz, Assistant Secretary

SECTION 00350

LIEN WAIVER RELEASE

TO: City of Greeley, Colorado (hereinafter referred to as "the OWNER".)

FROM: **ALL PRO PAVING** (hereinafter referred to as "the CONTRACTOR")

PROJECT: **2018 CONCRETE REPAIR-FA18-365-2**

1. The CONTRACTOR does hereby release all Mechanic's Liens Rights, Miller Act Claim (40 USCA 270), Stop Notice, Equitable Liens and Labor and Material Bond Rights resulting from labor and/or materials, subcontract work, equipment or other work, rents, services or supplies heretofore furnished in and for the construction, design, improvement, alteration, additions to or repair of the above described project.
2. This release is given for and in consideration of the sum of \$ _____ and other good and valuable consideration. If no dollar consideration is herein recited, it is acknowledged that other adequate consideration has been received by the CONTRACTOR for this release.
3. In further consideration of the payment made or to be made as above set forth, and to induce the OWNER to make said payment, the CONTRACTOR agrees to defend and hold harmless the OWNER, employees, agents and assigns from any claim or claims hereinafter made by the CONTRACTOR and/or its material suppliers, subcontractors or employees, servants, agents or assigns of such persons against the project. The CONTRACTOR agrees to indemnify or reimburse all persons so relying upon this release for any and all sums, including attorney's fees and costs, which may be incurred as the result of any such claims.
4. It is acknowledged that the designation of the above project constitutes an adequate description of the property and improvements for which the CONTRACTOR has received consideration for this release.
5. It is further warranted and represented that all such claims against the CONTRACTOR or the CONTRACTOR's subcontractors and/or material suppliers have been paid or that arrangements, satisfactory to the OWNER and CONTRACTOR, have been made for such payments.
6. It is acknowledged that this release is for the benefit of and may be relied upon by the OWNER, the CONTRACTOR, and construction lender and the principal and surety on any labor and material bond for the project.

Lien Waiver Release

Page 2

7. In addition to the foregoing, this instrument shall constitute a *** (full, final and complete) ***(partial) release of all rights, claims and demands of the CONTRACTOR against the OWNER arising out of or pertaining to the above referenced project. If partial, all rights and claims on the project are released up to and including the _____ day of Month, 20__ .

Dated this _____ day of _____, 20__.

CONTRACTOR

By: _____

Title: _____

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
20__ by _____.

My Commission expires:

Notary Public

***Strike when not applicable


SECTION 00360
2018 CONCRETE REPAIR PROGRAM-FA18-365-2
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) Waterhouse Inc. DBA

Name of Organization All Pro Pavement

Address P.O. BOX 7901 Loveland CO 80537

Authorized Signature 

Title owner

Date April 5th 2018

SECTION 00410

NOTICE TO PROCEED

Month , 20

TO: ALL PRO PAVING

PROJECT: **2018 CONCRETE REPAIR-FA18-365-2**

To Whom It May Concern:

You are hereby notified to commence work on the above-referenced project in accordance with the Contract Agreement dated Month , 20 .

You are to complete this project by Month , 20

CITY OF GREELEY, COLORADO

By: _____

Title: _____

Signature

SECTION 00420

PROJECT MANAGER NOTIFICATION

_____, 20____

TO: ALL PRO PAVING

PROJECT: **2018 CONCRETE REPAIR-FA18-365-2**

The Owner hereby designates Rick Dorsey as its Project Manager and authorizes this individual, under the authority of the Director of Public Works to make all necessary and proper decisions with reference to the project. Contract interpretations, change orders and other requests for clarification or instruction shall be directed to the Project Manager. The Director of Public Works shall be authorized to bind the Owner with respect to any decision made in accordance with the contract document.

CITY OF GREELEY, COLORADO

By:Joel Hemesath

Title:Director of Public Works

SECTION 00430

CERTIFICATE OF SUBSTANTIAL COMPLETION

TO: ALL PRO PAVING

PROJECT: 2018 CONCRETE REPAIR-FA18-365-2

Project or designated portion shall include: Describe Scope.

The work performed under this contract has been reviewed and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby established as Month , 20 .

The date of commencement of applicable warranties required by the Contract Documents is stipulated in Section 00440 - Certificate of Final Acceptance.

DEFINITION OF DATE OF SUBSTANTIAL COMPLETION

The Date of Substantial Completion of the Work or designated portion thereof is the date certified by the Project Manager when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner can occupy or utilize the Work or designated portion thereof for the use for which it is intended, as expressed in the Contract Documents.

A list of items to be completed or corrected, prepared by the Contractor and verified and amended by the Project Manager is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. The date of commencement of warranties for items on the attached list is as stipulated in Section 00440 – Certificate of Final Acceptance.

The Owner shall operate and maintain the Work or portion of the Work described above from the Date of Substantial Completion and be responsible for all costs associated with the completed work excluding cost related to warrantee work.

Certificate of Substantial Completion

Page 2

The Contractor will complete or correct the Work on the list of items attached hereto within days from the above Date of Substantial Completion.

Contractor

Owner

(Note--Owner's and Contractor's legal and insurance counsel should review and determine insurance requirements and coverage; Contractor shall secure consent of surety company, if any.)

SECTION 00440

CERTIFICATE OF FINAL ACCEPTANCE

TO: ALL PRO PAVING

PROJECT NAME: **2018 CONCRETE REPAIR-FA18-365-2**

The work performed under this contract has been reviewed and found to meet the definition of final acceptance. This Certificate of Final Acceptance applies to the whole of the work.

The Date of Final Acceptance of the Project designated above is hereby established as: Month _____, 20____ at 2:00 pm. This date is also the date of commencement of applicable warranties associated with the Project described above and as required by the Contract Documents.

DEFINITION OF DATE OF FINAL ACCEPTANCE

The Date of Final Acceptance of the Work is the date certified by the City of Greeley's Project Manager when the work is 100% complete, in accordance with the Contract Documents, as amended by change order(s), or as amended below:

Amendment to the Certificate of Final Completion (if any): Describe Ammendments.

The Contractor and/or the City Of Greeley shall define any claims or requests for additional compensation above (or as attachments to this document).

Final Acceptance shall not be achieved until the Contractor provides the City Of Greeley with all contract specified Contractor and Sub-contractor close out documents including final lien waivers, releases, insurances, manuals, training, test results, warranties, and other documents required by the Contract Documents, as amended.

Upon issuance of the Certificate of Final Acceptance the Contractor may submit an application for payment requesting final payment for the entire Work. Liquidated damages (if any) will be assessed at this time.

Contractor's acceptance of the final payment shall constitute a waiver by the Contractor of all claims arising out of or relating to the Work; except as noted under 'Amendment to the Certificate of Final Acceptance' above.

Agreed:

	20		20
Contractor's Representative	DATE	Project Manager (COG)	DATE

SECTION 00510

CITY OF GREELEY GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION (REVISED NOVEMBER 2016)

ARTICLE 1 DEFINITIONS

- 1.1 **Bidder:** An architect, engineer, individual, firm, partnership, corporation or combination thereof, submitting a Bid for the Work.
- 1.2 **Change Notice:** A document issued to the Contractor specifying a proposed change to the Contract Documents. Unless otherwise expressly stated on the face of the Change Notice, a Change Notice is a proposal which may result in a Change Order.
- 1.3 **Change Order:** A document issued to the Contractor modifying the Contract.
- 1.4 **Construction Contract:** The Contract Documents, including the Contract for construction (hereinafter "the contract") executed by the Contractor and the Owner covering the performance of the Work including the furnishing of labor, superintendence, materials, tools and equipment as indicated in the Contract Documents.
- 1.5 **Contract Documents:** Documents applicable to and specific to the construction of an individual Project, including the Contract and all other documents executed by the Contractor and Owner covering the performance of the work including but not limited to Specifications, Insurance Requirements, Contract Drawings, Conditions of the Contract (General and Supplementary), Owner-Contractor Agreement, all Addenda, all change orders issued after execution of the Contract, Performance and Payment Bonds, and any other special provisions.
- 1.6 **Contract Drawings(Project Drawings):** Contract drawings, The plans, to include but not limited to plans, profiles, typical cross sections, general cross-sections, elevations, schedules, schematics, notes and details which show locations, character, dimensions, and details of the Work.
- 1.7 **Contractor:** The individual, firm, partnership, or corporation, or combination thereof, private, municipal, or public, including joint ventures, which, as an independent contractor, has entered into a contract with the Owner, who is referred to throughout the Contract Documents by singular number and masculine gender.
- 1.8 **Days:** Unless otherwise designated, days mean calendar days.
- 1.9 **Extra Work:** Work not provided for in the Contract as awarded but found to be essential to the satisfactory completion of the Contract, within its intended scope. Reimbursement for extra work is governed by Article 28, CHANGES, or Article 31, CONTRACTOR PROPOSALS.

- 1.10 **Field Order:** A written order issued to a contractor by the Owner, or Project Manager, effecting a minor change or clarification with instructions to perform work not included in the contract. The work will eventually become a Change Order. A field Order is an expedient process used in an emergency or need situation that in many cases does not involve an adjustment to the contract sum or an extension of the contract sum or an extension of the contract time.
- 1.11 **Final Acceptance:** The formal written acceptance by the Owner of the completed Work.
- 1.12 **Force Account:** A method of payment, other than lump sum or unit price, for Work ordered by Change Order or by written notice from the Owner. Reimbursement for force account work is governed by Article 36, FORCE ACCOUNT WORK.
- 1.13 **Furnishing:** Manufacturing, fabricating and delivering to the site of the Work materials, plant, power, tools, patterns, supplies, appliances, vehicles and conveyances necessary or required for the completion of the Work.
- 1.14 **General Conditions (GC):** A section of the Contract Documents which specifies, in general, the contractual conditions.
- 1.15 **General Terms:** Directed, required, permitted, ordered, designated, selected, prescribed or words of like import shall be understood to mean the direction, requirement, permission, order, designation, selection or prescription of the Project Manager. Approved, satisfactory, equal, necessary or words of like import shall be understood to mean approved by, acceptable to, satisfactory to, equal, necessary in the opinion of the Project Manager.
- 1.16 **Indicated:** A term meaning as shown on the Contract Drawings, or as specified and detailed in the Contract Documents.
- 1.17 **Installation, Install, or Installing:** Completely assembling, erecting and connecting material, parts, components, appliances, supplies and related equipment specified or required for the completion of the Work.
- 1.18 **Limit of Work:** Boundary within which the Work, excepting utility and drainage work in Public Right Of Way and Easements, is to be performed.
- 1.19 **Notice to Proceed:** Written notice from the Owner to the Contractor to proceed with the Work.
- 1.20 **Notice of Termination:** Written notice from the Owner to the Contractor to stop work under the Contract on the date and to the extent specified in the Notice of Termination.
- 1.21 **Owner:** The City of Greeley.
- 1.22 **Permanent Drainage Easement:** Area required to construct and maintain permanent drainage facilities for retention, release, and passage of surface water.
- 1.23 **Permanent Utility Easement:** Area required to construct and maintain utility facilities.

- 1.24 **Project:** That specific portion of the Work indicated in the Contract Documents.
- 1.25 **Project Manager:** The Owner's designated representative. The Project Manager has the authority to delegate portions of his responsibilities to others.
- 1.26 **Provide:** In reference to work to be performed by the Contractor, provide means furnish and install completely in place.
- 1.27 **Punch List:** Work determined to be incomplete or unacceptable at time of inspection for substantial completion.
- 1.28 **Samples:** Physical examples which illustrate materials, equipment, fixtures and workmanship which establish standards by which the Work will be judged.
- 1.29 **Schedule:** Acceptable schedules are BAR or GANTT Chart or CPM schedule.
- 1.30 **Shop Drawings:** Documents furnished by the Contractor to illustrate specific portions of the Work. Shop Drawings include drawings, diagrams, illustrations, schedules, charts, brochures, tables and other data describing fabrication and installation of specific portions of the Work.
- 1.31 **Specifications:** A document applicable to construction contracts containing the Technical Provisions.
- 1.32 **Subcontractor:** Any person, firm or corporation, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, material or labor and materials, under this Contract.
- 1.33 **Special Provisions:** Provisions especially applicable to this Contract which invoke, modify and supplement the General Conditions which are included in the Contract Documents.
- 1.34 **Substantial Completion:** The state in the progress of Work when the Work, or a designated portion thereof, is sufficiently complete in accordance with the Contract Documents, so that Owner may access, occupy, use, and enjoy the Project, or designated portion thereof, for its intended purpose. Substantial Completion shall not occur until a temporary or permanent Certificate of Occupancy is issued and only minor punch list items remain for such Work.
- 1.35 **Technical Provisions:** Those provisions which specify the materials and execution of construction for work entering into the project.
- 1.36 **Work:** The construction, labor, materials, equipment, and contractual requirements as indicated in the Contract Documents, including alterations, amendments, or extensions thereto made by authorized changes.
- 1.37 **Work Site:** The area enclosed by the Limit of Work indicated in the Project Drawings and boundaries of local streets and public easements in which the Contractor is to perform work under the Contract. It shall also include areas obtained by the Contractor for use in connection with the Contract, when contiguous to the Limit of Work.

ARTICLE 2 INTERPRETATION

2.1 The documents comprising the Contract Documents are complementary and indicate the construction and completion of the Work. Anything mentioned in the Contract Specifications and not shown on the Contract Drawings, or shown on the Contract Drawings and not mentioned in the Contract Specifications, shall be of like effect as if shown or mentioned in both.

2.2 Where "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the specifications or drawings accompanying this Contract unless stated otherwise.

2.3 References to Articles or Sections include sub articles or subsections under the Article Reference (for example, a reference to Article 2 is also a reference to 2.1 through 2.9, and references to paragraphs similarly include references to subparagraphs).

2.4 Referenced Standards: Material and workmanship specified by the number, symbol, or title of a referenced standard shall comply with the latest edition or revision thereof and amendments and supplements thereto in effect on the date of the Invitation to Bid except where a particular issue is indicated.

2.5 Precedence of Contract Documents: Except as provided by Paragraph 2.1 of this Article, the Construction Contract governs over other Contract Documents, except that a Change Order governs over the Contract and previously issued Change Orders. The Contract Conditions govern over the General Conditions.

2.6 Explanations: Should it appear that the Work to be done or any of the matters relative thereto are not sufficiently detailed or explained in the Contract Documents, the Contractor shall apply to the Owner for such explanation provided as part of the Contract. Disputes over questions of fact which are not settled by agreement shall be decided by Owner. Such decision thereon will be final, subject to remedies under Article 35, DISPUTES.

2.7 Should there be any conflict, detailed instructions govern over general instructions, detail drawings have precedence over small scale drawings, and dimensions have precedence over scale.

2.8 Omissions and Misdescriptions: The Contractor shall carefully study and compare all drawings, specifications, Contract Documents and other instructions; shall verify all dimensions on the Contract Drawings before laying out the Work; shall notify the Project Manager of all errors, inconsistencies or omissions which he may discover; and obtain specific instructions in writing before proceeding with the Work. The Contractor shall not take advantage of apparent errors or omissions which may be found in the Contract Documents, but the Project Manager shall be entitled to make such corrections therein and interpretations thereof as he may deem necessary for the fulfillment of their intent. The Contractor shall be responsible for all errors in construction which could have been avoided by such examination and notification, subject to remedies under Article 35, Disputes.

**ARTICLE 3
ENTITY OF CONTRACTOR**

3.1 If the Contractor hereunder is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

**ARTICLE 4
LIABILITY AND INDEMNIFICATION**

4.1 It is agreed that the Contractor assumes responsibility and liability for damages, loss or injury of any kind or nature whatever to persons or property caused by or resulting from or in connection with any act, action, neglect, omission, or failure to act when under a duty to act on the part of the Contractor or any of his officers, agents, employees, or subcontractors in his or their performance of the Work. The Contractor shall indemnify and hold harmless the Government, the State, the Owner and the Project Manager and their members, officers, agents, or employees from claims, losses, damages, charges, costs, or expenses, including attorney's fees, whether direct or indirect, to which they or any of them may be put or subjected to by reason of any such loss or injury.

**ARTICLE 5
PROTECTION OF EXISTING VEGETATION, STRUCTURES, UTILITIES,
AND IMPROVEMENTS AND LAND SURVEY MONUMENTS**

5.1 A Contractor shall preserve and protect existing vegetation such as trees, shrubs, and grass on or adjacent to the work site which are not indicated to be removed and which do not unreasonably interfere with the construction work and he shall replace in kind any vegetation, shrubs and grass damaged by him at his own expense.

5.2 The Contractor shall protect from damage all utilities, structures, or improvements on or near the site of the Work and shall repair or restore any damage to such utilities, structures, or improvements resulting from failure to comply with the requirements of the Contract or the failure to exercise reasonable care in the performance of the Work. If the Contractor fails or refuses to repair any such damage promptly, the Owner may have the necessary work performed and charge the cost thereof to the Contractor.

5.3 All land survey monuments shall be protected from any damage by any work and/or shall be replaced by a licensed land surveyor licensed in the state of Colorado at the contractor's expense before final acceptance is issued.

**ARTICLE 6
CONTRACTUAL RELATIONSHIPS**

6.1 No contractual relationship will be recognized under the Contract other than the contractual relationship between the Owner and the Contractor.

ARTICLE 7 ASSIGNMENT

7.1 The performance of the Work under the Contract shall not be assigned except upon written consent of the Owner. Consent will not be given to any proposed assignment which would relieve the Contractor or his surety of their responsibilities under the Contract. The Contractor shall not assign any monies due or to become due to him under the Contract without the previous written consent of the Owner.

ARTICLE 8 SUBCONTRACTORS

8.1 Unless otherwise required by the Contract Documents or the Bidding Documents, the Contractor, as soon as practicable after the award of the Contract, not to exceed 3 days, shall furnish to the Owner and the Project Manager, in writing the names of the subcontractors, persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each of the principal portions of the Work. The Project Manager will promptly reply to the Contractor in writing whether or not the Owner or the Project Manager, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the Owner or Project Manager to reply promptly shall constitute notice of no reasonable objections.

ARTICLE 9 CONDITIONS AFFECTING THE WORK

9.1 The Contractor shall be responsible for taking steps reasonably necessary to ascertain the nature and location of the Work, and the general and local conditions which can affect the Work or the cost thereof. Failure by the Contractor to do so will not relieve him from responsibility for successfully performing work without additional expense to the Owner. The Owner will not be responsible for any understanding or representations concerning conditions, unless such understanding or representations are expressly stated in the Contract.

ARTICLE 10 GRATUITIES AND CONFLICTS OF INTEREST

10.1 The Owner may, by written notice to the Contractor terminate the right of the Contractor to proceed under this Contract if it is found that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor or any director, officer or employee of the Owner or its Project Manager with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performance of such contract. The Owner's determination shall be final subject only to judicial review.

10.2 In the event this Contract is terminated for any reason, the Owner shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the Contract by the Contractor.

10.3 No member, officer or employee of the Owner or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof. "Local public body" means the State, any political subdivision of the State, or any agency of the State or any political subdivision thereof.

10.4 The rights and remedies of the Owner provided in this article are not exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

**ARTICLE 11
WARRANTY OF WORK**

11.1 Except where longer periods of warranty are indicated for certain items, the Contractor warrants work under the Contract to be free from faulty materials and workmanship for a period of not less than two years from date of Final Acceptance, which two year period shall be covered by the Performance Bond and Payment Bond as specified in this Contract. The Contractor shall immediately remedy, repair, or replace, without cost to the Owner and to the entire satisfaction of the Owner, defects, damages, or imperfections due to faulty materials or workmanship appearing in said work within said period of not less than two years. Remedied work shall carry the same warranty as the original work starting with the date of acceptance of the replacement or repair. Payment to the Contractor will not relieve him of any obligation under this Contract.

11.2 The Contractor, at no additional expense to the Owner, shall also remedy damage to equipment, the site, or the building or the contents thereof which is the result of any failure or defect in the Work, and restore any work damaged in fulfilling the requirements of the Contract. Should the Contractor fail to remedy any such failure or defect within a reasonable time but no longer than ten (10) days after receipt of notice thereof, the Owner will have the right to replace, repair, or otherwise remedy such failure or defect at the Contractor's expense.

11.3 Subcontractors', manufacturers', and suppliers' warranties and guarantees, expressed or implied, respecting any part of the Work and any material used therein shall be deemed obtained and shall be enforced by the Contractor for the Benefit of the Owner without the necessity of separate transfer or assignment thereof.

11.4 The rights and remedies of the Owner provided in this Article are in addition to and do not limit any rights and remedies afforded by the Contract or by law.

**ARTICLE 12
MATERIAL**

12.1 Unless otherwise indicated in this Contract, equipment, material and products incorporated in the Work covered by this Contract shall be new and of the grade specified in the Contract for the purpose intended. Unless otherwise specifically indicated, reference to equipment, material, product or patented process by trade names, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition, and the Contractor may, at his option, use any equipment, material, article, or process which is equivalent to that named, subject to the requirements of Paragraph 12.2 of this Article.

12.2 Within the scope of his authority, the Project Manager shall be the sole judge of the quality and suitability of proposed alternative equipment, material, article or process. The burden of proving the quality and suitability of the alternative shall be upon the Contractor. Information required by the Project Manager in judging an alternative shall be submitted for approval by the Contractor at the Contractor's expense prior to installation.

12.3 Where use of an alternative material involves redesign of or changes to other parts of the Work, the cost and the time required to affect such redesign or change will be considered in evaluating the suitability of the alternative material. Redesign and changes in other parts of the Work shall be at the Contractor's expense.

12.4 No action relating to the approval of alternative materials will be taken by the Project Manager until the request for substitution is made in writing by the Contractor accompanied by complete data as to the quality and suitability of the materials proposed. Such request shall be made in ample time to permit approval without delaying the Work.

12.5 Disposal of material outside the Work Site: The Contractor shall make his own arrangements for legally disposing of waste and excess materials outside the Work Site and he shall pay costs therefore.

12.6 Property rights in materials: The Contractor shall have no property right in materials after they have been attached or affixed to the Work or the soil, or after payment has been made by the Owner to the Contractor for materials delivered to the site of the Work, or stored subject to or under the control of the Owner as provided in Article 24, PROGRESS PAYMENTS.

**ARTICLE 13
WORKMANSHIP AND UNAUTHORIZED WORK**

13.1 Work under this Contract shall be performed in a skillful and workmanlike manner. The Project Manager may, in writing, require the Contractor to remove from the work any employee the Project Manager determines incompetent, careless or otherwise objectionable.

13.2 Unauthorized work: Work performed beyond the lines and grades shown on the Contract Drawings, approved Working and Shop Drawings and Extra work done without written authorization, will be considered as unauthorized work, and the Contractor will receive no compensation therefore. If required by the Owner, unauthorized work shall be remedied, removed, or replaced by the Contractor at the Contractor's expense. Upon failure of the Contractor to remedy, remove or replace unauthorized work, the Owner may take courses of action set out in Paragraph 15.3 of Article 15, INSPECTION.

**ARTICLE 14
SUPERINTENDENCE BY CONTRACTOR**

14.1 The Contractor shall give his personal superintendence to the Work or have a competent foreman or superintendent, hereinafter designated his authorized representative, satisfactory to the Owner, on the Work Site at all times during progress, with authority to act for him. There shall be provided at all times, a reasonable method of communication directly to the Contractor if the Owner experiences any problems or difficulties with the Superintendent.

ARTICLE 15 INSPECTION/TESTING

15.1 Work (which term includes but is not restricted to materials, workmanship and manufacture and fabrication of components) will be subject to inspection and test by the Project Manager at all reasonable times and at all places prior to acceptance. Such inspection and test is for the sole benefit of the Owner and shall not relieve the Contractor of the responsibility of providing quality control measures to assure that the Work strictly complies with the Contract Documents. No inspection or test by the Project Manager shall be construed as constituting or implying acceptance. Inspection or test shall not relieve the Contractor of responsibility for damage to or loss of the material prior to acceptance, nor in any way affect the continuing rights of the Owner after acceptance of the completed Work.

15.2 The Contractor shall, at his own expense, replace any material or correct any workmanship found not to conform to the contract requirements, unless the Owner consents in writing to accept such material or workmanship with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises at his own expense.

15.3 If the Contractor does not promptly replace rejected material or correct the rejected workmanship, the Owner (1) may, by separate contract or otherwise, replace such material or correct such workmanship and charge the cost thereof to the Contractor, or (2) may terminate the Contractor's right to proceed in accordance with Article 38, TERMINATION FOR DEFAULT-- DAMAGES FOR DELAY--TIME EXTENSIONS.

15.4 The Contractor shall give the Project Manager ample notification of inspections and tests, and the Project Manager will perform, except as otherwise specifically provided, said inspections and tests in such manner as not to unnecessarily delay the work. The Owner will have the right to charge to the Contractor any additional cost of inspection or test or when reinspection or retest is necessitated by prior rejection.

15.5 Should it be considered necessary, before acceptance of the entire work, to make an examination of work already completed by removing or tearing out same, the Contractor shall on request promptly furnish all necessary facilities, labor and material therefore. If such work is found to be defective or nonconforming in any material respect, due to the fault of the Contractor or his subcontractors, he shall defray the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, an equitable adjustment will be made in the contract price to compensate the Contractor for the additional services involved in such examination and reconstruction. If completion for the work has been delayed thereby, he will, in addition, be granted an equitable extension of time.

15.6 The Project Manager shall have access to the work during its construction. Work done and materials provided will be subject to the Project Manager's on-site and off-site inspection and approval. When work is to be performed during hours other than during his normal schedule, the Contractor shall so advise the Project Manager not less than 24 hours in advance. The Contractor shall provide access to the work for authorized representatives of the Owner.

15.7 The Project Manager's inspection and approval of work or materials shall not relieve the Contractor of any of his obligations to fulfill the requirements of the Contract Documents. Work and materials not meeting the requirements of the Contract shall not be incorporated in the Work. Unsuitable or substandard work or materials may be rejected by the Project Manager, notwithstanding that such work or materials may have been previously inspected by the Project Manager, or that payment therefore has been included in a progress payment.

ARTICLE 16 PERMITS AND COMPLIANCE WITH LAWS

16.1 The Contractor shall without additional expense to the Owner be responsible for obtaining necessary licenses and permits and for complying with applicable Federal, State, County and Municipal laws, codes and regulations in connection with the commencement of the work. The Contractor is required to supply the Project Manager with complete and final copies of license and permits including final inspection documentation. The Contractor shall be required to obtain permits at his own expense. The Contractor shall protect, indemnify and hold harmless the Owner and the Project Manager and their members, officers, agents and employees against claims and liabilities arising from or based on the violation of requirements of law or permits whether by the Contractor, his employees, agents or subcontractors.

ARTICLE 17 RIGHTS IN LAND IMPROVEMENT

17.1 The Contractor shall make no arrangements with any person to permit occupancy or use of any land, structure or building within the work site for any purpose whatsoever, either with or without compensation, in conflict with any agreement between the Owner and any owner, former owner or tenant of such land, structure or building. The Contractor shall not occupy Owner property outside the work site without obtaining prior written approval from the Owner.

ARTICLE 18 DAMAGE TO THE WORK AND RESPONSIBILITY FOR MATERIALS

18.1 The Contractor shall be responsible for materials delivered and work performed until completion and final acceptance of the entire construction thereof.

18.2 The Contractor shall bear the risk of injury, loss or damage to any and all parts of the work for whatever cause, whether arising from the execution or from the non-execution of work. The Contractor shall rebuild, repair or restore work and materials which have been damaged or destroyed from any cause before completion and acceptance of the work and shall bear the expense thereof. The Contractor shall provide security and drainage and erect temporary structures as necessary to protect the work and materials from damage.

18.3 The Contractor shall be responsible for materials not delivered to the site for which any progress payment has been made to the same extent as if the materials were so delivered.

**ARTICLE 19
EMERGENCIES**

19.1 In an emergency affecting the safety of life, the work, or adjacent property, the Contractor shall notify the Project Manager as early as possible that an emergency exists. In the meantime, without special instruction from the Project Manager as to the manner of dealing with the emergency, the Contractor shall act at his own discretion to prevent such threatened loss or injury. As emergency work proceeds, the Project Manager may issue instruction, which the Contractor shall follow. The amount of compensation to which Contractor is entitled on account of emergency work will be determined in accordance with Article 28, CHANGES.

**ARTICLE 20
NOTICE TO PROCEED**

20.1 The Owner will issue a Notice to Proceed to the Contractor within 15 days after the Contractor has executed the Contract and has delivered the specified bonds and Certificates of Insurance as required by the Owner. Except as specifically authorized in writing by the Owner, the Contractor is not authorized to perform work under the Contract until the effective date of the Notice to Proceed. Within 10 days after the effective date of such Notice to Proceed, the Contractor shall commence work and shall diligently prosecute the Work to completion within the time limits specified. These time periods may be modified by mutual written agreement of both the Owner and Contractor.

**ARTICLE 21
PROGRESS SCHEDULE AND REQUIREMENTS FOR MAINTAINING PROGRESS**

21.1 The Contractor shall, at the pre-construction meeting, prepare and submit to the Project Manager for approval a practicable schedule, showing the order in which the Contractor proposes to carry on the work, the date on which he will start the several salient features (including procurement of materials, plant and equipment) and the contemplated dates for completing the same. The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion at any time. The Contractor shall update the chart with the actual progress monthly or at such intervals as directed by the Project Manager, and shall immediately deliver three copies thereof. If the Contractor fails to submit a progress schedule within the time herein prescribed, the Project Manager may withhold approval of progress payment estimates until such time as the Contractor submits the required progress schedule.

21.2 The Contractor shall prosecute the work in accordance with the latest approved Progress Schedule. In the event, that the progress of items along the critical path is delayed, the Contractor shall revise his planning to include additional forces, equipment, shifts or hours as necessary to meet the time or times of completion specified in this Contract. Additional costs resulting therefrom will be borne by the Contractor. The Contractor shall make such changes when his progress at any check period does not meet at least one of the following two tests:

21.2.1 The percentage of dollar value of completed work with respect to the total amount of the Contract is within ten percentage points of the percentage of the Contract time elapsed, or;

21.2.2 The percentage of dollar value of completed work is within ten percentage points of the dollar value which should have been performed according to the Contractors own network analysis previously approved by the Project Manager.

21.3 Failure of the Contractor to comply with the requirements under this provision will be grounds for determination that the Contractor is not prosecuting the work with such diligence as will ensure completion within the time of completion specified in this Contract. Upon such determination, the Owner may terminate the Contractor's right to proceed with the work, or any separate part thereof, in accordance with Article 38, TERMINATION FOR DEFAULT--DAMAGES FOR DELAY--TIME EXTENSIONS of these General Conditions.

ARTICLE 22 SUSPENSION OF WORK

22.1 The Owner reserves the right to suspend, delay or interrupt execution of the whole or any part of the work for such period of time as he may determine to be appropriate for his convenience.

22.2 If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted by an act of the Owner in the administration of this Contract or by his failure to act within the time specified in this Contract (or if no time is specified, within a reasonable time), an adjustment shall be made for any increase in the cost of performance of this Contract (excluding profit) necessarily caused by such unreasonable suspension, delay, or interruption and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent (1) that performance would have been so suspended, delayed or interrupted by any other cause, including the fault or negligence of the Contractor or (2) for which an equitable adjustment is provided for or excluded under any other provision of this Contract.

22.3 No claim under this clause shall be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Owner in writing of the act of failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated is asserted in writing as soon as practicable after the termination of such suspension, delay, or interruption, but not later than the date of final payment under the Contract.

ARTICLE 23 FINAL INSPECTION AND ACCEPTANCE

23.1 Final inspection: When the Contractor notifies the Project Manager in writing that the work has been completed, the Owner will make the final inspection for the purpose of ascertaining that the work has been completed in accordance with the requirements of the Contract Documents.

23.2 Acceptance of the work: When the Owner has made the final inspection and has determined that the work has been completed in accordance with the Contract Documents, the Owner will accept the work. Immediately upon and after Final Acceptance, the Contractor will be relieved of the duty of maintaining and protecting the work as a whole. The Contractor will be relieved of his responsibility for injury to persons or property or damage to the work which occurs after Final Acceptance, except that the Contractor will not be relieved of his responsibility for injury to persons or property arising from his duties and obligations under Article 4, LIABILITY AND INDEMNIFICATION.

23.3 Final Acceptance shall be final and conclusive, and no further performance of work shall be required except with regards to latent defects, fraud or such gross mistakes as may amount to fraud, or with regard to the Owner's rights under any warranty or guarantee. All punch list items must be completed and building permits provided to Owner before final acceptance is issued.

23.4 Date of Substantial Completion for all Work shall be within the number of calendar days bid by the Contractor on the Bid proposal.

23.5 Date of Final Completion shall be the date specified on the Certificate of Final Completion.

ARTICLE 24 PROGRESS PAYMENTS

24.1 The Owner will make progress payments monthly as the work proceeds, on estimates approved by the Project Manager. Payment will be made within 15 days after progress estimates are approved by the Project Manager and Department Head. On request of the Project Manager, the Contractor shall furnish a detailed estimate of the total contract price each showing the amount included therein for each principal category of the work, to provide a basis for determining the amount of progress payments. In the preparation of estimates, the Owner, at its sole discretion, may authorize material delivered on the site and preparatory work done to be taken into consideration which is to be submitted at the pre-construction meeting.

24.2 In making such progress payments, five percent of the estimated amount will be retained until Final Acceptance of the Contract work; in addition, the Owner shall retain from all Progress payments an amount equal to all statutory claims filed against the Contractor. Also, whenever the work is substantially complete, the Owner if it considers the amount retained to be in excess of the amount adequate for its protection, may release to the Contractor all or a portion of such excess amount. Substantial completion as used in this Paragraph 24.2 shall mean the following: Substantial completion of the work or a portion thereof shall be when, as determined by both the Project Manager and the Owner, the construction is sufficiently completed in accordance with the Contract Documents and any modification thereto as provided in the Contract to permit the Owner to occupy the work or a portion of the work for the use which it is intended.

24.3 Material and work covered by progress payments shall become the sole property of the Owner. This provision shall not be construed as relieving the Contractor from the sole responsibility for material and work upon which payments have been made, the restoration of damaged work or as waiving the right of the Owner to require the fulfillment of the terms of the Contract.

ARTICLE 25 PAYMENT TO SUBCONTRACTORS

25.1 The Contractor shall pay all subcontractors for and on account of work performed by such subcontractors in accordance with the terms of their respective subcontract. Prior to final payment an unconditional lien waiver release form will be required by the Owner.

**ARTICLE 26
PAYMENT OF TAXES**

26.1 The price or prices for the work will include full compensation for taxes that the Contractor is or may be required to pay. The Contractor shall bear the risk of any added or increased taxes occurring during the prosecution of the work. A change in taxes shall under no circumstances entitle the Contractor to an adjustment under the Contract.

26.2 The Contractor's attention is directed to the fact that this project is exempt from payment of City of Greeley Sales and Use taxes, and such taxes must not be included in the amount of bid.

26.3 The Contractor shall pay all sales and use taxes required to be paid, shall maintain such records in respect of his work, which shall be separate and distinct from all other records maintained by the Contractor and shall be available for inspection by the Owner at any and all reasonable times, and shall furnish the Owner with such data, as may be necessary to enable the Owner to obtain any refunds of such taxes which may be available to the Owner under the laws, ordinances, rules or regulations applicable to such taxes. The Contractor shall require each of his subcontractors to pay all sales and use taxes required to be paid and to maintain such records and furnish the Contractor with such data as may be necessary to enable the Owner to obtain a refund of the taxes paid by such subcontractors.

**ARTICLE 27
FINAL PAYMENT**

27.1 After the Work has been accepted by the Owner, subject to the provisions of Article 11, WARRANTY OF WORK and Article 23, FINAL INSPECTION AND ACCEPTANCE of these General Conditions, a final payment due the Contractor under this Contract shall be paid upon the presentation of properly executed voucher and after the Contractor shall have furnished the Owner with a release of all claims against the Owner arising by virtue of this Contract, other than claims in stated amounts as may be specifically excepted by the Contractor from the operation of the release. If the Contractor's claim to amounts payable under the contract has been assigned under the assignment of Claims Act of 1940, as amended (31 U.S.C. 203, 41 U.S.C. 15), a release may also be required of the assignee.

27.2 If any mechanic's or material man's lien or notice of claim of such lien is filed or recorded against the project for labor, materials, supplies or equipment claimed to have been furnished to or incorporated into the Work, or for other alleged contribution thereto, the Owner will have the right to retain from payments otherwise due the Contractor, in addition to other amounts properly withheld under this Article or under other provisions of the Contract, an amount equal to such lien or liens claimed.

27.3 Further, the Owner will have the right to retain from final payment an amount equal to all liquidated damages claimed by the Owner.

27.4 Retainages held by the Owner for any state or federal statutory claim arising out of the project will be held by the Owner in addition to all retainages held under the provisions of the Contract.

ARTICLE 28 CHANGES

28.1 The Owner may, at any time, without notice to the sureties, by written notice or order designated or indicated to be a Change Notice or Change Order, make any change in the work within the general scope of the Contract in accordance with all of the Owner's processes and procedures whether or not set forth herein, including but not limited to changes:

28.1.1 In the Contract (including drawings and designs);

28.1.2 In the method or manner of performance of the work;

28.1.3 In Owner furnished facilities, equipment, materials, services, or site; or

28.1.4 Directing acceleration in performance of the work.

28.2 Any other order (which terms as used in Paragraph 28.2 of this Article shall include direction, instruction, interpretation, or determination) from the Project Manager, which causes any change, shall be treated as a Change Notice under this Article provided that the Contractor gives the Project Manager written notice stating the date, circumstances and source of the order, and that the Contractor regards the order as a Change Notice. The Contractor shall notify the Project Manager when he receives direction, instruction, interpretation or determination from any source which may cause any change in the work. Such notification shall be given to the Project Manager before the Contractor acts on said direction, instruction, interpretation or determination.

28.3 Except as herein provided, no order, statement, or conduct of the Architect/ Project Manager or any other person shall be treated as a change under this Article or entitle the Contractor to an equitable adjustment hereunder.

28.4 If any change under this Article causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the Work under this Contract, whether or not changed by an order, an equitable adjustment will be made and the Contract modified accordingly by a written Change Order; provided, however, that except for claims based on errors in the Contract Documents, no claim for change under Paragraph 28.2 of this Article will be allowed for costs incurred more than 20 days before the Contractor gives written notice as herein required; and provided that in the case of errors in the Contract Documents for which the Owner is responsible, the adjustment will include increased cost, reasonably incurred by the Contractor in attempting to comply with such errors in the Contract Documents. No claim shall be made for the type of errors in the Contract Documents which are set forth in Article 2, INTERPRETATION.

28.5 If the Contractor intends to assert a claim for an equitable adjustment under this Article, he shall, within 30 days after receipt of a written Change Order under Paragraph 28.1 of this Article or the furnishing of a written notice under Paragraph 28.2 of this Article, submit to the Project Manager a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended in writing by the Owner. The statement of claim hereunder may be included in the notice under Paragraph 28.2 of this Article.

28.6 No claim by the Contractor for an equitable adjustment hereunder will be allowed unless asserted as described in Paragraphs 28.4 and 28.5 above.

28.7 Payment will not be made under the provisions of this Article for such work or materials which are so required to be done or furnished in or about or for the performance of the Work and which are not mentioned, specified or indicated or otherwise provided for in this Contract or in the Contract Documents so far as such work or materials may be, in the opinion of the Project Manager, susceptible of classification under or reasonably inferred to be included in the Bid Items of the Bid Form.

28.8 In case the Contractor is ordered to perform work under this Article for which payments are not determined under Paragraph 28.7 of this Article, which in the opinion of the Owner it is impracticable to have performed by the Contractor's own employees, the Contractor will, subject to the approval of the Owner, be paid the actual cost to him of such work and, in addition thereto, a negotiated amount to cover the Contractor's superintendence, administration and other overhead expenses. The terms and conditions of any subcontract which the Contractor may propose to enter into in connection with work under the provision of this Article shall be subject to the written approval of the Project Manager before such subcontract is made. The contractor shall be responsible for the work of the subcontractors and shall be liable therefore as if he had performed the work directly.

28.9 In cases other than those described in Paragraphs 28.7 and 28.8 above, the Owner and the Contractor (on his own behalf and on behalf of his subcontractors) shall endeavor to negotiate a reasonable contract price and line adjustment in a Change Order on terms appropriate to the changed work. The Contractor will be required to submit a sufficiently detailed price proposal supported with sufficient documentation that (1) the Owner can determine that the proposal reflects all impacts on the Contract from work additions, deletions and modifications shown in the Change Notice being priced, (2) the proposed prices are set out in such a way that their reasonableness can be evaluated against prices based on adequate price competition, bid unit prices, established catalog or market prices of commercial items sold in substantial quantities to the general public, prices set by law or regulation, recognized published price lists and indices, independently developed cost estimates and other appropriate price comparisons, and (3) contract provisions relating to Contract changes costing over \$100,000.00 are complied with. If any prices or other aspects are conditional, such as on firm orders being made by a certain date or the occurrence or nonoccurrence of an event, the Contractor shall identify these aspects in his proposal. A negotiated Change Order shall set out prices, scheduling requirements, time extensions and all costs of any nature arising out of the issuance of a Change Notice except for those cost and time aspects explicitly reserved on the face of the Change Order. Except for these explicit reservations, the execution of a Change Order by both parties will be deemed accord and satisfaction of all claims of any nature arising from the issuance of the Change Notice negotiated.

28.10 In the event the Contractor and the Owner are unable to agree upon the Contractor's entitlement to an equitable adjustment or upon the amount thereof, or in the event that it is in the best interest of the Owner to have the Work proceed pending negotiation of amount of an equitable adjustment, the Owner may direct the Contractor to perform the Work in accordance with the Owner order, direction, instruction, interpretation, or determination, with any Contract price adjustments and progress payments for the Work to be determined on a Force Account basis in accordance with Article 36. The Contractor shall continue diligently to perform the Contract in accordance with the Owner's order, direction, instruction, interpretation, or determination during negotiations with respect to the Contractor's entitlement to an equitable adjustment hereunder or to the amount of any Contract price adjustment or time extension. The Contractor and the Owner may agree on certain aspects of an equitable adjustment and take those aspects out of operation of Force Account provisions. In the

event a mutually agreeable equitable adjustment cannot be made, the Contractor shall continue diligently to perform the orders as he proceeds with his remedies under Article 35, DISPUTES, and shall continue to receive compensation on a Force Account basis.

28.11 For contract changes, the Owner, State and Government or their representative shall have the audit and inspection rights as described below:

28.11.1 Where the agreed payment method for any contract changes is to be by cost reimbursement, time and material, labor hours or any combination thereof, the Contractor shall maintain and the Owner or its representatives shall have the right to examine books, records, documents and other evidence and accounting principles and practices sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of the contract changes under this sub article.

28.11.2 Contract changes exceeding \$100,000.00 in cost: For submitted cost and pricing data in connection with pricing a contract modification referred to in this sub article, unless such pricing is based on bid unit prices, adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the public, or prices set by law or regulation, the Owner or his representatives and the Comptroller General of the United States and his representatives who are employees of the United States shall have the right to examine all books, records, documents and other data of the Contractor related to the negotiation of or performance under the contract Change Orders for the purpose of evaluating the accuracy, completeness and currency of the cost or pricing data submitted. The right of examination shall extend to all documents necessary to permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used therein.

28.11.3 Contract changes exceeding \$10,000.00 but not \$100,000.00 in cost: The Owner or his representatives prior to the execution of any contract Change Order in this sub article or for a period of twelve months after execution shall, unless such pricing is based on bid unit prices, adequate price competition, established catalog of market prices or commercial items sold in substantial quantities to the public, or prices set by law or regulation, have the right to examine all books, records, documents, and other data of the Contractor relating to the negotiation and contract Change Order for the purpose of evaluating the accuracy, completeness, and currency of the data is submitted upon which negotiation is or has been based. To the extent the examination reveals inaccurate, incomplete or noncurrent data, the Project Manager may renegotiate the contract Change Order price based on such data.

28.11.4 Contract changes of less than \$10,000.00 in cost: The Owner may require from the Contractor appropriate documentation to support the prices being negotiated for contract changes under this sub article, and may refuse to complete negotiations until satisfactory documentation is submitted.

28.11.5 Availability: The materials described in Paragraphs 28.11.1 and 28.11.2 above shall be available at the office of the Contractor at all reasonable times for inspection, audit or reproduction until three years from the date of final payment under this Contract and for records which relate to Article 35, DISPUTES, or litigations or the settlement of claims arising out of the negotiation or the performance of contract changes over 100,000.00, records shall be made available until such litigations or claims have been resolved.

28.11.6 The Contractor shall insert a clause containing all the provisions in this Paragraph 28.11, including this subparagraph 28.11.6, in all subcontracts hereunder except altered as necessary for proper identification of the contracting parties and Owner.

28.11.7 For the purposes of Paragraph 28.11 of this Article, costs shall include liquidated damages which would be assessed if extension(s) of time were not granted by contract Change Order.

28.11.8 The requirements of this audits and records article are in addition to other audit, inspection and record keeping provisions elsewhere in the Contract Documents.

28.12 Changes involving aggregate increases and decreases in excess of \$100,000.00 shall be subject to the following:

28.12.1 A change involves aggregate increases and decreases in excess of \$100,000.00 if the total value of work affected, without regard to the arithmetic sign, exceeds this amount; for example, a change order adding work in the amount of \$75,000.00 and deleting work in the amount of \$50,000.00 will be considered to involve aggregate increases and decreases of \$125,000.00.

28.12.2 The Contractor shall submit in support of all items not based upon unit prices or lump sum prices contained in the Contract or upon the established prices at which commercial items are sold in substantial quantities to the public, statements by his vendors that the prices charged the Contractor are not greater than the prices charged by the respective vendors to their most favored customers for the same items in similar quantities.

28.12.3 Price reductions for Defective Cost or Pricing Data--Pricing Adjustments: If any price, including profit and fee, negotiated in connection with any price adjustment was increased by any significant sums because:

28.12.3.1 The Contractor furnished cost or pricing data which were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data;

28.12.3.2 A subcontractor, pursuant to Paragraph 28.13 of this Article entitled Subcontractor Cost or Pricing Data--Pricing Adjustments or any subcontract provision therein required, furnished costs or pricing data which were not complete, accurate, and current as certified in the Subcontractor's Certificate of Current Cost or Pricing Data;

28.12.3.3 The subcontractor or his prospective subcontractor furnished cost or pricing data which were required to be complete, accurate, and current and to be submitted to support a subcontract cost estimate furnished by the Contractor but which were not complete, accurate, and current as of the date certified in the Contractor's Certificate of Current Cost or Pricing Data; or

28.12.3.4 The Contractor or a subcontractor or his prospective subcontractor furnished any data, not within subparagraphs 28.12.3.1, 28.12.3.2, or 28.12.3.3 above, which were not complete, accurate, and current as submitted, the price shall be reduced accordingly and the Contract shall be modified in writing as may be necessary to reflect such reduction. Any reduction in the Contract Price due to defective subcontract data of a prospective subcontractor, when the subcontract was not subsequently awarded to such subcontractor, will be limited to the amount (plus applicable overhead

and profit markup) by which the actual subcontract, or actual cost to the Contractor if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor, provided the actual subcontract price was not affected by defective cost or pricing data.

28.13 Subcontract Cost of Pricing Data-- Pricing Adjustment:

28.13.1 When negotiating a change involving increases or decreases in excess of \$100,000.00, the Contractor shall require subcontractors hereunder to submit cost or pricing data under the following circumstances. Prior to award of any cost-reimbursement type, incentive or price redeterminable subcontract;

28.13.1.2 Prior to the award of any subcontract the price of which is expected to exceed \$100,000.00;

28.13.1.3 Prior to the pricing of any subcontract change modifications for which the price is expected to exceed \$100,000.00, except in the case of 28.13.1.2 and 28.13.1.3 where the price is based on adequate price competition, established catalog or market prices, commercial items sold in substantial quantities to the general public, or prices set by law or regulation.

28.13.2 The Contractor shall require subcontractors to certify to the best of their knowledge and belief that the cost and pricing data submitted under subparagraph 28.13.1 of this Article are accurate, complete, and current as of the date of execution, which date shall be as close as possible to the date of agreement on the negotiated price of the contract Change Order.

28.13.3 The Contractor shall insert the substance of Paragraph 28.13 of this Article, including this subparagraph 28.13.3, in each subcontract hereunder which exceeds \$100,000.00.

**ARTICLE 29
PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND**

29.1 The Contractor shall furnish a Performance Bond in the amount equal to one hundred percent (100%) of the Contract Sum as security for the faithful performance of this Contract and also a Labor and Material Payment Bond in an amount not less than one hundred percent (100%) of the Contract Sum or in a penal sum not less than that prescribed by State, or local law, as security for the payment of all persons performing labor on the Project under this Contract and furnishing materials in connection with this Contract. The Performance Bond and the Labor and Material Payment Bond may be in one or in separate instruments in accordance with local law and shall be delivered to the Owner not later than the date of execution of the Contract.

29.2 Performance Bonds, Labor and Material Payment Bonds and other such sureties shall provide that the surety and the Contractor are both jointly and severally liable and obligated under respective Bond or other surety agreement and shall incorporate acknowledge of applicable provisions of state law into all documents furnished in connection with the project.

**ARTICLE 30
DIFFERING SITE CONDITIONS**

30.1 The Contractor shall within 10 days of actual or constructive notice of a differing site condition, promptly, and before such conditions are disturbed, notify the Project Manager in writing of: (1) subsurface or latent physical conditions at the site differing materially from those indicated in

the Contract Documents, or (2) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. The Project Manager will promptly investigate the conditions, and if such conditions materially differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under the Contract, whether or not changed as a result of such conditions, an equitable adjustment may be made subject to Owner's approval and the Contract modified in writing accordingly.

30.2 No claim of the Contractor under this Article will be allowed unless the Contractor has given the notice required in Paragraph 30.1 of this Article.

30.3 No claim by the Contractor for an equitable adjustment hereunder will be allowed if asserted after final payment under this Contract.

ARTICLE 31 CONTRACTOR PROPOSALS

31.1 The Contractor may at any time submit to the Project Manager for his review proposed modifications to the Contract Documents, supported by a cost/price proposal. Upon acceptance of the proposed modifications by the Owner, a Change Order will be issued. Denial of the proposed modification will neither provide the Contractor with any basis for claim for damages nor release the Contractor from contractual responsibilities. An equitable adjustment in the form of a contract price reduction will be made if the change results in a reduction of the cost of performance and the Contractor will not be entitled to share in said savings unless the proposal is made under Paragraph 31.2 of this Article. Except as provided in Paragraph 31.2 of this Article, the Contractor will not be compensated for any direct, incidental or collateral benefits or savings the Owner receives as a result of the proposal.

31.2 Value Engineering Change Proposals: The Contractor may submit to the Project Manager one or more cost reduction proposals for changing the Contract requirements. The Proposals shall be based upon a sound study made by the Contractor indicating that the proposal:

31.2.1 Will result in a net reduction in the Total Contract amount;

31.2.2 Will not impair any essential function or characteristic of the Work such as safety, service life, reliability, economy of operation, ease of maintenance and necessary standardized features.

31.2.3 Will not require an unacceptable extension of the contract completion time; and

31.2.4 Will require a change in the Contract Documents and such change is not already under consideration by the Owner.

31.3 The Owner may accept in whole or in part any proposal submitted pursuant to the previous Paragraph 31.2 by issuing a Change Order which will identify the proposal on which it is based. The Change Order will provide for an equitable adjustment in the Contract Price and will revise any other affected provisions of the Contract Documents. The equitable adjustment in the Contract price will be established by determining the net savings resulting from the accepted change. The net savings resulting from the change will be shared between the Contractor and the Owner on the basis of 50 percent for the Contractor and 50 percent for the Owner and will be limited to this

contract for any one Value Engineering Change Proposal. Net savings will be determined by deducting from the estimated gross savings, the Contractor's costs of developing and implementing the proposal (including any amount attributable to a subcontractor) and the estimated amount of increased costs to the Owner resulting from the change, such as evaluation, implementation, inspection, related items, and the Owner-furnished material. Estimated gross savings will include Contractor's labor, material, equipment, overhead, profit and bond. The Contract price will be reduced by the sum of the Owner's costs and share of the net savings. For the purpose of this Article, the applicable provisions of Article 28, CHANGES, shall be used to determine the equitable adjustment to the Contract price.

31.4 The Owner will not be liable for delay in acting upon, or for failure to act upon, any proposal submitted pursuant to Paragraph 31.2 of this Article. The decision of the Owner as to the Acceptance or rejection of any such proposal under the Contract will be final. The submission of a proposal by the Contractor will not in itself affect the rights or obligations of either party under the Contract.

31.5 The Contractor shall have the right to withdraw part or all of any proposal he may make under Paragraph 31.2 of this Article at any time prior to acceptance by the Owner. Such withdrawal shall be made in writing to the Project Manager. Each such proposal shall remain valid for a period of 60 days from the date submitted. If the Contractor wishes to withdraw the proposal prior to the expiration of the 60-day period, he will be liable for the cost incurred by the Owner in reviewing the proposal.

31.6 The Contractor shall specifically identify any proposals under Paragraph 31.2 of this Article with the heading "Value Engineering Change Proposal", or the proposal will be considered as made under Paragraph 31.1 of this Article.

31.7 The Contractor, in connection with each proposal he makes for a Contract Change Notice under this Article shall furnish the following information:

31.7.1 a description of the difference between the existing Contract requirement and the proposed change, and the comparative advantages and disadvantages of each, justification when a function or characteristic of an item is being altered, and the effect of the change on the performance of the end item;

31.7.2 an analysis and itemization of the requirements of the Contract which must be changed if the Value Engineering Change Proposal is accepted and a recommendation as to how to make each such change (e.g., a suggested specification revision);

31.7.3 a separate detailed cost estimate for both the existing Contract requirement and the proposed change to provide an estimate of the reduction in costs, if any, that will result from acceptance of the Value Engineering Change Proposal taking into account the costs of development and implementation by the Contractor;

31.7.4 a prediction of any effects the proposed change would have on collateral costs to the Owner such Government-furnished property costs, costs of related items, and costs of maintenance and operation;

31.7.5 a statement of the time by which a contract modification accepting the Value Engineering Change Proposal must be issued so as to obtain the maximum cost reduction, noting any effect on the contract completion time or delivery schedule; and

31.7.6 identification of any previous submission of the Value Engineering Change Proposal to the Owner, including the dates submitted, the numbers of contracts involved, and the previous actions by the Owner, if known.

**ARTICLE 32
EXTENSION OF TIME**

32.1 In addition to the provisions stated in Article 38, the Contractor will be granted an extension of time and will not be assessed liquidated damages for any portion of the delay in completion of the Work, performed under the latest approved progress schedule, arising from acts of God, war, fires, floods, epidemics, quarantine restrictions, freight embargoes, or weather more severe than the norm, provided that the aforesaid causes were not foreseeable and did not result from the fault or negligence of the Contractor, and provided further that the Contractor has taken reasonable precautions to prevent further delays owing to such causes, and has notified the Project Manager in writing of the cause or causes of delay within five days from the beginning of any such delay. Within 15 days after the end of the delay, the Contractor shall furnish the Project Manager with detailed information concerning the circumstances of the delay, the number of days actually delayed, the appropriate Contract Document references, and the measures to be taken to prevent or minimize the delay. Failure to submit such information will be sufficient cause for denying the delay claims. The Owner will ascertain the facts and the extent of the delay, and its findings thereon will be final and conclusive to provisions under Article 35, DISPUTES. The extension of time granted for these reasons shall not be the basis for additional compensation for any costs incurred during the time of delay.

32.1.1 Every effort shall be made by the Contractor to complete the project within the "Contract Time". The "Contract Time" anticipates "Normal" weather and climate. The Contractor's schedule must anticipate normal adverse weather delays on all weather dependent activities. The following specifies the procedure for determining time extensions for unusually severe weather. Listed below are the anticipated numbers of calendar days lost to normal adverse weather for each month.

Monthly Anticipated Calendar Days Lost to Adverse Weather Conditions

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
(7)	(4)	(4)	(4)	(6)	(3)	(4)	(2)	(3)	(3)	(2)	(5)

The above schedule of anticipated adverse weather days will constitute the base line for monthly (or portion thereof) weather time evaluations. It is assumed that the work will be carried out Mondays through Fridays (holidays excepted) unless and approved construction schedule or written authorization from the Owner indicates otherwise.

An actual adverse weather day must prevent work for 50 percent or more of the Contractor's workday. When the Contractor anticipates documenting a weather day, he/she shall first notify the Project Manager or his/her designee observing the construction to determine whether or not work can proceed or if work is delayed due to adverse weather or the effects thereof. If in agreement, the Contractor shall formally request a weather day in writing to the Owner's Project Manager or his/her designee. The Contractor shall also notify the Owner's Project Manager in writing or his/her

designee of any disagreement as to whether or not work could have proceeded on a given date within 2 calendar days of that date. The final decision regarding an adverse weather day will be made by the Project Manager or his/her designee.

The number of workdays delayed due to adverse weather or the effects thereof will then be converted to Calendar Days. Weekends and holidays will only count as calendar day delays if a workday delayed due to adverse weather is counted before and after the weekend/holiday. The number of calendar days of delay due to adverse weather or the impact thereof will then be compared to the monthly adverse weather schedule above. The Contract time period will then be increased by change order for the number of calendar days that are in excess of the above schedule and a new Contract Completion day and date will be set.

32.1.2 An extension of time will not be granted for a delay caused by a shortage of materials, except Owner-furnished materials, unless the Contractor furnishes to the Project Manager documentary proof that he has diligently made every effort to obtain such materials from every known source within reasonable reach of the Work. The Contractor shall also submit proof that the inability to obtain such materials when originally planned did in fact cause a delay in final completion of the Work which could not be compensated for by revising the sequence of his operations. Only the physical shortage of material will be considered under these provisions as a cause for extension of time. No consideration will be given to any claim that material could not be obtained at reasonable, practical, or economical costs, unless it is shown to satisfaction of the Project Manager that such material could have been obtained only at exorbitant prices, entirely inconsistent with current rates taking into account the quantities involved and the usual practices in obtaining such quantities.

32.2 A Change Order will be furnished to the Contractor within a reasonable period of time after approval of a request for extension of time, specifying the number of days allowed, if any, and the new date for completion of the Work or specified portions of the Work.

32.3 See also Article 38, TERMINATION FOR DEFAULT--DAMAGES FOR DELAY--TIME EXTENSIONS.

ARTICLE 33 NOTICE OF POTENTIAL CLAIM

33.1 The Contractor will not be entitled to additional compensation otherwise payable for an act or failure to act by the Owner, the happening of any event or occurrence, or any other cause, unless he shall have given the Project Manager a written notice of potential claim therefore as specified in this Article.

33.2 The written notice of potential claim shall set forth the reasons for which the Contractor believes additional compensation will or may be due, the nature of the costs involved, and insofar as possible, the amount of the potential claim. If based on an act or failure to act by the Owner, such notice shall be given to the Project Manager prior to the time that the Contractor has started performance of work giving rise to the potential claim for additional compensation. Notice shall be given within five days after the happening of the event or occurrence giving rise to the potential claim.

33.3 It is the intention of this Article that differences between the parties arising under and by virtue of the contract shall be brought to the attention of the Project Manager at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken.

33.4 The notice requirements of this Article are in addition to those required in other Articles of the General Conditions.

ARTICLE 34 SUBMITTAL OF CLAIMS

34.1 Claims filed by the Contractor shall contain sufficient detail to enable the Owner to ascertain the basis and amount of said claims. The Owner will review and evaluate the Contractor's claims. It will be the responsibility of the Contractor to furnish when requested by the Project Manager such further information and details as may be required to determine the facts or contention involved in his claims. Failure to submit such information and details will be sufficient cause for denying the Contractor's claims.

34.2 Each claim the Contractor may make for equitable adjustment on account of delay for any cause shall be accompanied by a progress schedule reflecting the effects of the delay and proposals to minimize these effects. If no progress schedule has been submitted to the Project Manager reflecting conditions prior to the delay for which relief is sought, then a progress schedule so reflecting these conditions shall be prepared and submitted with the claim.

34.3 Depending upon the grounds for relief and the nature of relief sought, additional submittals and conditions upon submitting claims may be required elsewhere in these General Conditions.

34.4 In no event shall claims be made after final payment is made under Article 27, FINAL PAYMENT, of these General Conditions.

34.5 Inasmuch as notice of potential claim requirements of Article 33, NOTICE OF POTENTIAL CLAIM, are intended to enable the Project Manager to investigate while facts are fresh and to take action to minimize or avoid a claim which might be filed thereafter, the Contractor's failure to make the required notice on time is likely to disadvantage the Owner. Therefore no claim for which a notice of potential claim is required will be considered unless the Contractor has complied with the notice of Article 33, NOTICE OF POTENTIAL CLAIM.

ARTICLE 35 DISPUTES

35.1 General: Notwithstanding any other provisions of this Contract, disputes and disagreements by and between the Owner and the Contractor shall be resolved through progressive, sequential process of negotiation, mediation, and in certain cases, arbitration. For contracts which are for \$250,000 or less, amounts in dispute which are less than \$10,000 shall not progress beyond negotiation and shall ultimately be decided by the Owner if not by mutual agreement. For contracts which are for more than \$250,000, amounts in dispute which are less than \$25,000 should not progress beyond negotiation. For all contracts, amounts in dispute greater than those amounts set forth above, but less than \$100,000 shall be resolved through a sequential process of negotiation, mediation, and binding arbitration. Amounts in dispute which are \$100,000 or more shall be resolved through a sequential process of negotiation, mediation, and thence either arbitration or litigation.

35.2 Negotiation: In the event of disputes, unsettled claims, questions or disagreements between the contractor and the City relating to or arising out of the provisions of this Contract, the representatives of those parties shall meet promptly in recognition of mutual interests and in a good

faith effort to resolve the dispute. Either the Contractor or the City shall arrange for this meeting at a time and place within the City of Greeley, mutually acceptable to both parties, within fifteen (15) days of notification of the dispute, unsettled claim, question, or disagreement between the parties. Seven (7) days prior to the meeting, the initiating party shall deliver to the other party, a written and complete summary of the evidence and arguments substantiating its claim. If the parties do not reach a solution within thirty (30) days after said initial meeting, then upon notice of either party to the other, the dispute, claim, question, or difference, may be referred to a mediator pursuant to Section 35.3. The parties can extend the negotiation period by mutual written agreement.

35.3 Mediation: If the dispute, claim, question, or difference is not resolved by negotiation within thirty (30) days after the initial meeting between the parties or within the extended period agreed upon, the parties agree to next request that the American Arbitration Association provide a mediator to assist the Owner and Contractor in resolving the dispute, claim, question, or difference. The rules of mediation shall be the Construction Industry Mediation Rules of the American Arbitration Association. A different mediation/dispute resolution agency may be selected for mediation upon the mutual written agreement between the parties. The dispute resolution agency shall select a qualified mediator who shall have a background in construction. The selected mediator may be rejected by the parties only for bias. The mediator shall have thirty (30) days from the time of appointment to meet with the parties and sixty (60) days from the time of the appointment to resolve the dispute unless the parties mutually consent to an extension of the sixty day deadline. All reasonable fees, costs, and expenses of the mediator, the mediator's association and the mediation agency, shall be borne equally by the parties. Each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of proofs at mediation.

The Contractor shall not cause a delay of work during mediation proceedings except by mutual agreement. All mediation proceedings shall be conducted in the City of Greeley, unless an alternate location is agreed upon in writing by the Owner and the Contractor.

Amounts in dispute which are less than \$10,000 shall not progress beyond mediation.

35.4 Litigation prerequisites: The procedures enumerated in Sections 35.2 and 35.3 shall be a prerequisite to the filing of any litigation between the parties to the Contract. Failure of the Contractor to follow the provisions of Section 35.2 and Section 35.3 shall be a complete defense, and grounds for immediate dismissal of any litigation filed prior to Contractor engaging in negotiation and mediation with the City of Greeley as provided above. Litigation may be filed only if the amount in dispute is \$100,000 or more. In the event litigation is filed by and between the parties after mediation, venue and jurisdiction of any and all suits and causes of action in connection with this Contract shall lie exclusively in Weld County, Colorado.

35.5 Arbitration: After mediation, instead of litigation, any remaining unresolved controversy or claim arising out of or relating to this Contract or the performance or breach thereof, may be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. For amounts in dispute which are \$100,000 or more, arbitration shall be engaged only upon mutual written agreement by the Owner and the Contractor, and the written agreement shall specify whether the arbitration shall be binding or nonbinding; however, amounts in dispute which are less than \$100,000 shall necessarily be settled by binding arbitration. The sole arbitrator shall be appointed by the Arbitration Association, unless a different arbitrator or dispute resolution agency is mutually agreed upon. The award of the arbitrator shall be accompanied by a reasoned opinion, and shall include findings of fact and conclusions. All fees and expenses of

the arbitration, including the expense of each party's counsel, experts, witnesses, and preparation and presentation of proofs, shall be borne by the party against whom arbitration judgment is made.

35.6 Litigation: Each party shall bear its own litigation fees and expenses, including the expense of its counsel, experts, witnesses, and preparation and presentation of proofs, regardless of the prevailing party.

**ARTICLE 36
FORCE ACCOUNT WORK**

36.1 This Article shall become operative upon failure of the Contractor and the Owner to arrive at an amount of compensation under Article 28, CHANGES. In the event that no equitable adjustment is arrived at either by mutual agreement or pursuant to the Article 35, DISPUTES, the compensation paid hereunder will be the total compensation.

36.2 Work Performed by or for Contractor: The Contractor will be paid for labor, materials, and equipment as hereinafter provided, except where agreement has been reached to pay in accordance with Paragraph 36.3 of this Article. The following percentages, as full compensation for profit, overhead and small tools, will be added to the totals computed as provided in subparagraphs 36.2.1 through 36.2.3 of this Article.

Labor	25 percent
Materials	20 percent
Equipment	10 percent

Labor, materials, and equipment shall be furnished by the Contractor or by a subcontractor. When work paid on a force account basis is performed by forces other than the Contractor's, the Contractor shall reach agreement with such other forces as to the distribution of the payment made by the Owner for such work and, except as specified herein, no additional payment therefore will be made by the Owner by reason of performance of work by a subcontractor or by others. In addition to the markups, if any, for labor, equipment, and materials, for subcontracted work, the Contractor may add an additional five percent markup. The cost of subcontracted work will be the actual cost to the contractor for work performed by a subcontractor as computed in accordance with this Paragraph 36.2 and its subparagraphs 36.2.1, 36.2.2, and 36.2.3.

36.2.1 Labor: The cost of labor used in performing the work, whether the employer is the Contractor or a subcontractor, will be the sum as determined on the basis of the following three subparagraphs:

36.2.1.1 The gross actual wages, including income tax withholdings but not including employer payments to or on behalf of workmen for health and welfare, pension, vacation, insurance and similar purposes.

36.2.1.2 To the gross actual wages, as defined in the previous subparagraph,

36.2.1.1, will be added a percentage based upon current State and Federal laws and applicable labor contracts concerning payments made to or on behalf of workmen other than actual wages, which percentage will constitute full compensation for all payments imposed by State and Federal laws and for all other payments made to or on behalf of the workmen, other than actual wages as defined in the previous subparagraph 36.2.1.1 and the subsistence and travel allowance as specified

in the following subparagraphs 36.2.1.3. The Contractor shall compute a separate percentage for each craft, or a composite percentage for all crafts, if so approved by the Owner. Computed percentages shall be submitted to the Project Manager for approval by the Owner.

36.2.1.3 Subsistence and travel allowance paid to workmen as required by established agreements.

36.2.1.4 The charges for labor shall include all classifications up to but not including foremen, and when authorized by the Owner, shall include foremen engaged in the actual and direct performance of the work. Labor charges shall not include charges for assistant superintendents, office personnel, timekeepers, and maintenance mechanics, unless authorized by the Owner in advance of the start of work.

36.2.2 Materials: The cost of materials required for the accomplishment of the work will be delivered cost to the purchaser, whether contractor or subcontractor, from the supplier thereof, except as the following are applicable:

36.2.2.1 If a cash or trade discount by the actual supplier is offered or available to the Contractor, it shall be credited to the Owner notwithstanding the fact that such discount may not have been taken.

36.2.2.2 If materials are procured by the Contractor by a method which is not a direct purchase from and a direct purchase from and a direct billing by the actual supplier, the cost of such materials will be deemed to be the price paid to the actual supplier, as determined by the Owner. No additional markup for supplier work will be allowed except to the extent of actual cost to the Contractor in handling the material, not to exceed five percent of the price paid to actual supplier.

36.2.2.3 If the materials are obtained from a supply or source owned wholly or in part by the Contractor, payment therefore will not exceed the price paid for similar materials furnished from said source on Contract Items or the current wholesale price for such materials delivered to the work site, whichever price is lower.

36.2.2.4 If the cost of the materials is, in the opinion of Owner, excessive, then the cost of such materials will be deemed to be the lowest current wholesale price at which such materials are available in the quantities concerned, delivered to the job site, less discounts as provided in subparagraph 36.2.2.1 of this Article.

36.2.2.5 If the Contractor does not furnish satisfactory evidence of the cost of such materials from the actual supplier thereof, the cost will be determined in accordance with subparagraph 36.2.2.4 of this Article.

36.2.2.6 The Contractor shall have no claims for costs and profit on Owner-furnished materials.

36.2.3 Equipment: The Contractor will be paid for the use of contractor-owned or rented equipment at the rental rates shown in the Colorado State Department of Highways Construction Equipment Rental Rate Schedule, except as modified below, which edition shall be the latest edition in effect at the time of commencement of the Force Account work. For equipment used in excess of eight hours per day, the rental rate shall be 60 percent of the listed hourly rate. If it is deemed

necessary by the Contractor to use equipment not listed in the C.D.O.H. Construction Equipment Rental Rate Schedule, the Contractor shall furnish the necessary cost data and paid invoices to the Project Manager for his use in establishment of such rental rate.

36.2.3.1 The rates paid as above provided will include the cost of fuel, oil, lubricants, supplies, small tools, necessary attachments, repairs and maintenance, depreciation, storage, insurance and incidentals.

36.2.3.2 Equipment operators will be paid for as stipulated in subparagraph 36.2.1 of this Article.

36.2.3.3 Equipment shall be in good working condition and suitable for the purpose for which the equipment is to be used.

36.2.3.4 Unless otherwise specified, manufacturer-approved modifications shall be used to classify equipment for the determination of applicable rental rates. Equipment which has no direct power unit shall be powered by a unit of at least the minimum rating recommended by the manufacturer of that equipment.

36.2.3.5 Individual pieces of equipment or tools having a net individual value of \$300 or less, whether or not consumed by use, will be considered to be small tools and no payment will be made therefore.

36.2.3.6 Compensation will not be allowed while equipment is inoperative due to breakdown. Except as specified in paragraph 36.2.3.7 of this Article, time will be computed in half and full hours. In computing the time for use of equipment, less than 30 minutes shall be considered one half hour.

36.2.3.7 Equipment at the Work Site: The time to be paid for use of equipment on the work site will be the time the equipment is in operation on the force account work being performed. The time will include the time required to move the equipment to location of the force account work and return it to the original location or to another location requiring no more time than that required to return it to its original location. Moving time will not be paid for if the equipment is used at the site of the force account work on other than such force account work. Loading and transporting costs will be allowed, in lieu of moving time, when the equipment is moved by means other than its own power. No payment for loading and transporting will be made if the equipment is used at the site of the force account work on other than such force account work.

36.3 Special Items of Work: If the Owner and the Contractor, by agreement, determine that (a) an item of force account work does not represent a significant portion of the total Contract price, and (b) such items of work cannot be performed by the forces of the Contractor or the forces of any of his subcontractors, and (c) it is not in accordance with the established practice of the industry involved to keep the records which the procedure outlined in Paragraph 36.2 of this Article would require, charges for such special force account work items may be made on the basis of invoices for such work without complete itemization of labor, materials, and equipment rental costs. To such invoiced price, less a credit to the Owner for any cash or trade discount offered or available, will be added five percent of the discounted price, in lieu of the percentages provided in Paragraph 36.2 of this Article. In no event will the price paid exceed the current fair market value of such work plus five percent.

36.4 Records: The Contractor shall maintain his records to provide a clear distinction between the direct costs of work paid for on a force account basis and costs of other operations.

36.4.1 The Contractor shall prepare and furnish to the Project Manager, on the following work day, report sheets in duplicate of each day's work paid for on a force account basis. The daily report sheets shall itemize the materials used and shall cover the direct cost of labor and the charges for equipment, whether furnished by the Contractor, subcontractor, or other forces, except for charges described in Paragraph 36.3 of this Article. The daily report sheets shall provide names or identifications and classifications of workmen and the hourly rate of pay and hours worked. In addition, a report of the size, type and identification number of equipment and hours operated shall be furnished to the Project Manager. Daily report sheets shall be signed by the Contractor or his authorized agent.

36.4.2 Material changes shall be substantiated by valid copies of vendor's invoices or conformed copies, certified true by the Contractor. Such invoices shall be submitted with the daily report sheets. Should the vendor's invoices not be submitted within 20 days after the date of delivery of the material or 15 days after acceptance of the work, whichever comes first, the Owner reserves the right to establish the cost of such materials at the lower current wholesale prices at which such materials are available in the quantities concerned delivered to the location of the work, less any discounts provided in subparagraph 36.2.1. of this Article.

36.4.3 The Project Manager will compare his records with the daily report sheets furnished by the Contractor, make any necessary adjustment and compile the costs of work paid for on a force account basis on daily force account work report forms. When these daily reports are agreed upon and signed by the Project Manager, they shall become the basis of payment for the work performed, but shall not preclude subsequent adjustment based on a later audit.

36.4.4 The Contractor's original cost records pertaining to work paid for a on a force account basis shall be retained and shall be open to inspection and audit as required by Article 28, CHANGES, and any other provisions of the Contract.

36.5 If, in the Project Manager's opinion, the Contractor or any of his subcontractors, in performing Force Account work, is not making efficient use of labor, material or equipment or is proceeding in a manner which makes Force Account work unnecessarily more expensive to the Owner, the Project Manager may, in whole or part, direct the Contractor in the deployment of labor, material and equipment. By way of illustration, inefficiency may arise in the following ways: (1) the timing of the work, (2) the use of unnecessary labor or equipment, (3) the use of a higher percentage of apprentices than in non-force account work, (4) failure to procure materials at the lowest price, or (5) using materials of quality higher than necessary.

**ARTICLE 37
TERMINATION FOR CONVENIENCE OF THE OWNER**

37.1 The performance of Work under this contract may be terminated by the Owner in accordance with this Article in whole, or from time to time in part, whenever such termination is in the best interest of the Owner. Such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

37.2 After receipt of a Notice of Termination, and except as otherwise directed by the Owner, the Contractor shall:

37.2.1 Stop work under the Contract on the date and to the extent specified in the Notice of Termination.

37.2.2 Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the Contract as is not terminated;

37.2.3 Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination;

37.2.4 Assign to the Owner in the manner, at the times, and to the extent directed by it, all of the rights, title and interest of the Contractor under the orders and subcontracts so terminated, in which case the Owner will have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

37.2.5 Settle outstanding liabilities and claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Owner to the extent it may require, which approval or ratification shall be final for the purposes of this Article;

37.2.6 Transfer title and deliver to the Owner in the manner, at the times, and to the extent, if any directed by it, (a) the fabricated or unfabricated parts, work in process, completed work, supplies and other material procured as part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination, and (b) the completed or partially completed plans, drawings, information, and other property, which, if the Contract had been completed, would have been required to be furnished to the Owner;

37.2.7 Use his best efforts to sell, in the manner, at the times, to the extent, and at the price or prices direction or authorized by the Owner, property of the types referred to in (37.2.5) above; provided, however, that the Contractor (a) shall not be required to extend credit to any purchaser and (b) may acquire any such property under the conditions prescribed by and at a price or prices approved by the Owner; provided further that the proceeds of any such transfer or disposition will be applied in reduction of any payments to be made by the Owner to the contractor under this Contract or will otherwise be credited to the price or cost of the work covered by this Contract or paid in such other manner as the Owner may direct;

37.2.8 Complete performance of each part of the work as shall not have been terminated by the Notice of Termination; and

37.2.9 Take such action as may be necessary, or as the Project Manager may direct, for the protection and preservation of the property related to this Contract which is in the possession of the Contractor and in which the Owner has or may acquire an interest.

37.3 After receipt of a Notice of Termination, the Contractor shall submit to the Project Manager his termination claim, in the form and with certification prescribed by the Owner. Such claims shall be submitted promptly but in no event later than the earliest of the following: (1) one year from the effective date of termination or (2) thirty days after the remainder of the project has been accepted by the owner.

37.4 Subject to the provision of Paragraph 37.3, the contractor and the Owner may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of work pursuant to this Article, which amount or amounts may include an allowance for profit on work done; provided that such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the Contract price of work terminated. The Contract will be amended accordingly, and the Contractor will be paid the agreed amount.

37.5 In the event of failure of the Contractor and the Owner to agree, as provided in Paragraph 37.4, upon the whole amount to be paid the Contractor by reason of the termination of work pursuant to this Article, the Owner will pay the Contractor the amounts determined by the Owner as follows, but without duplication of any amounts agreed upon in accordance with Paragraph 37.4;

37.5.1 With respect to contract work performed prior to the effective date of the Notice of Termination, the total (without duplication of any items) of:

37.5.1.1 The cost of such work;

37.5.1.2 The cost of settling and paying claims arising out of the termination of work under subcontracts or orders as provided in subparagraph 37.2.5 above, exclusive of the amounts paid or payable on account of supplies or materials delivered or services furnished by the subcontractor prior to the effective date of the Notice of Termination of work under this Contract, which amounts shall be included in the cost on account of which payment is made under 37.5.1 above.

37.5.1.3 A sum, as profit on 37.5.1.1 above, determined by the Owner to be fair and reasonable; provided, however, that if it appears that the Contractor would have sustained a loss on the entire Contract had it been completed, no profit shall be included or allowed under this subparagraph 37.5.1.3 and an appropriate adjustment shall be made by reducing the amount of the settlement to reflect the indicated rate of loss.

37.5.2 The reasonable cost of the preservation and property incurred pursuant to subparagraph 37.2.9 and any other reasonable cost incidental to termination of work under this Contract, including expense incidental to the determination of the amount due to the Contractor as the result of the termination of work under this Contract.

37.5.3 The total sum to be paid to the contractor under paragraph 37.5.1 above will not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the Contract price of the work terminated.

37.6 In arriving at the amount due the Contractor under this Article, there will be deducted (1) any claim which the Owner may have against the Contractor in connection with this Contract, (2) the agreed price for, or the proceeds of sale, of materials, supplies or other things acquired by the contractor or sold, pursuant to the provisions of this Article, and not otherwise recovered by or credited to the Owner and (3) the full amount of any statutory or other claim against the Contractor filed with the Owner.

37.7 Unless otherwise provided for in this Contract, or by applicable statute, the Contractor, from the effective date of termination and for a period of three years after final settlement under this Contract, shall preserve and make available to the Owner at all reasonable times at the office of the Contractor but without direct charge to the Owner, all his books, records, documents, electronic/digital media and other evidence bearing on the costs and expenses of the Contractor under this Contract and related to the work terminated hereunder, or to the extent approved by the Owner, or other authentic reproductions thereof.

37.8 The Contractor shall insert in all subcontracts that the subcontractor shall stop work on the date of and to the extent specified in a Notice of Termination from the Owner and shall require that any tier subcontractors insert the same provision in any tier subcontracts.

37.9 Under no circumstances is the Contractor entitled to anticipatory, unearned profits or consequential damages as a result of a termination or partial termination under this Article.

ARTICLE 38 TERMINATION FOR DEFAULT

38.1 If, in the opinion of the Owner, the Contractor has failed to prosecute work, the Owner will notify the Contractor. The Contractor will then have 5 days to remedy the failure to prosecute work or to obtain the Owner's authorization for the delay or an extension of time as set forth in Article 32.

38.2 If the Contractor refuses or fails after reasonable notice as set forth above to prosecute Work, or any separable part thereof, with such diligence as will insure its completion within the time specified in this Contract, or refuses or fails to complete said Work within such time, the Owner may, by written notice to the Contractor, terminate for default his right to proceed with the Work or such part of the Work as to which there has been unauthorized delay. In such event the Owner may take over the work and prosecute the same to completion, by Contractor or otherwise, and may take possession of and utilize in completing the Work such materials, appliances, and plant as may be on the Work Site and necessary therefore. Whether or not the Contractor's right to proceed with the Work is terminated, he and his sureties shall be liable for any damage to the Owner resulting from his refusal or failure to complete the Work in the specified time.

38.3 If the Owner so terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such time as may be required for final completion of the Work together with any increased costs incurred by the Owner in completing the Work as further set forth in Article 41.

38.4 If, after Notice of Termination of the Contractor's right to proceed under the provisions of this Article, it is determined for any reason that the Contractor was not in default under the provisions of this Article or that the Contractor was entitled to an extension of time under Article 32,

EXTENSION OF TIME, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to Article 37, TERMINATION FOR CONVENIENCE OF THE OWNER.

38.5 The right to terminate for default and any other rights and remedies of the Owner provided in this clause are in addition to any other rights and remedies provided by law or under this Contract.

**ARTICLE 39
TERMINATION OF RIGHT TO PROCEED FOR CERTAIN DEFAULTS**

39.1 In addition to the Owner's right to terminate for default under other Articles of this Contract, the Owner will have the right to terminate the Contractor's performance of work in whole or in part for default for any of the following reasons:

39.1.1 The Contractor's or subcontractor's performance of work is in violation of the terms of the Contract.

39.1.2 The Contractor or subcontractor has violated an authorized order or requirement of the Owner.

39.1.3 Abandonment of Contract.

39.1.4 Assignment or subcontracting of the Contract or any work under the Contract without approval of the Owner.

39.1.5 Bankruptcy or appointment of a receiver for the Contractor's property.

39.1.6 Performance of the Contractor in bad faith.

39.1.7 Contractor allowing any final judgment to stand against him for a period of 48 hours (excluding weekends and legal holidays).

39.2 If, in the opinion of the Owner, the Contractor is in default of the Contract, the Owner will notify the Contractor. If the Contractor fails to remedy or commence to remedy the default within five days after receipt of such notice, the Owner may terminate the Contractor's right to proceed with the Work or that portion of the Work which the Owner determines is most directly affected by the default.

39.3 If, after Notice of Termination of Contractor's right to proceed under this Article it is determined for any reason Contractor was not in default, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to Article 37, TERMINATION FOR CONVENIENCE OF THE OWNER.

**ARTICLE 40
RIGHTS AND OBLIGATIONS OF PARTIES AT TERMINATION FOR DEFAULTS**

40.1 This Article shall apply to terminations for defaults covered in Article 15, 38, and 39 of these General Conditions.

40.2 On receipt of a Notice of Termination from the Owner, the Contractor shall:

40.2.1 Stop all work under the Contract on the date and to the extent specified in the Notice of Termination.

40.2.2 Place no further orders or subcontracts for materials, equipment or services except as they relate to the performance of work covered by the Notice of Termination.

40.2.3 Cancel or terminate all orders or subcontracts to the extent that they relate to the performance of work covered by the Notice of Termination.

40.2.4 Comply with all other requirements of the Owner as may be specified in the Notice of Termination.

40.3 Upon the Owner termination of the Contractor's right to proceed with the Work because of the Contractor's default under the Contract, the Owner will have the right to complete the Work by whatever means and method it deems advisable. The Owner shall have the right to take possession of and use any or all the Contractor's materials, plat, tools, equipment and property of any kind provided by or on behalf of the Contractor for the purpose of the Work, or a portion of them, without being responsible to the Contractor for fair wear and tear. The Contractor shall have no rights in such property during their use by the Owner. The Owner will not be required to obtain the lowest prices for completing the Work but shall make such expenditures as, in the Owner's sole judgment, best accomplish such completion.

40.4 The expense of completing the Work, together with a reasonable charge for engineering, managerial and administrative services, as certified by the Owner, will be charged to the Contractor and the expense so charged will be deducted by the Owner out of such monies as may be due or may at any time thereafter become due to the Contractor. In case such expense is in excess of the sum which otherwise would have been payable to the Contractor under the Contract, the Contractor or his surety shall promptly pay the amount of such excess to the Owner upon notice from the Owner of the excess so due. The Owner may, in its sole discretion, withhold all or any part of any progress payments otherwise due the Contractor until completion and final settlement of the Work covered by the Notice of Termination of Contractor's right to proceed.

40.5 The Contractor shall insert in all subcontracts that the subcontractor will stop work on the date of or to the extent specified in a Notice of Termination from the Owner and shall require the subcontractors to insert the same provision in any tier subcontracts.

40.6 The Contractor shall immediately upon receipt communicate any Notice of Termination issued by the Owner to the affected subcontractors and suppliers at any tier.

40.7 Rights of Surety: The Surety on the Performance Bond provided for in this Contract shall not be entitled to take over the Contractor's performance of work in case of termination under this Article, except with the consent of the Owner.

**ARTICLE 41
LIQUIDATED DAMAGES**

41.1 Time is of the essence of the Contract. In the event the Contractor fails to achieve Substantial Completion of the Work within the Contract Time, or fails to meet any other time requirement or the time limit set forth in the Contract, after due allowance for any extension or extensions of time made in accordance with the Contract, the Contractor shall pay to the Owner as fixed, agreed and liquidated damages, pursuant to the clause of the Contract entitled TERMINATION FOR DEFAULT—DAMAGES FOR DELAY—TIME EXTENSIONS, the sum of \$500.00 for each calendar day of delay unless otherwise stated in the Special Provisions. Such liquidated damages shall be assessed for each and every day that the Contractor shall be in default. The Owner shall have the right to deduct said liquidated damages from any amount due or that may become due the Contractor, or to collect such liquidated damages from the Contractor or its surety.

41.2 Liquidated damages in the amount stipulated do not include any sums of money to reimburse the City for actual damages which may be incurred between Substantial Completion and Final Completion because of the Contractor's failure to achieve Final Completion within the Contract Time. For such delay in Final Completion, the Contractor shall reimburse the City, as a mitigation of City damages and not as a penalty, those administrative costs incurred by the City as a result of such failure.

41.3 Liquidated damages in the amounts stipulated do not include any sums of money to reimburse the City for extra costs which the City may become obligated to pay on other contracts which were delayed or extended because of the Contractor's failure to complete the Work within the Contract Time. Should the City incur additional costs because of delays or extensions to other contracts resulting from the Contractor's failure of timely performance, the City will assess these extra costs against the Contractor, and these assessments will be in addition to the stipulated liquidated damages.

41.4 The City reserves all of its rights to actual damages from the Contractor for injury or loss suffered by the City from actions or omissions of the Contractor, including but not limited to any other breach or default of the Contract, outside of the scope of the above sections.

**ARTICLE 42
USE AND POSSESSION PRIOR TO COMPLETION**

42.1 The Owner shall have the right to take possession of or use any completed or partially completed parts of the Work. Such possession or use will not be deemed an acceptance of Work not completed in accordance with the Contract. While the Owner is in such possession, the Contractor, notwithstanding the provisions of Article 18, DAMAGE TO WORK AND RESPONSIBILITIES FOR MATERIALS, will be relieved of the responsibility for loss or damage to the work other than that resulting from the Contractor's fault or negligence or breach of warranty. If such prior possession or use by the Owner delays the progress of the Work or causes additional expense to the Contractor, an equitable adjustment in the Contract price or the time of completion will be made, and the Contract will be modified in writing accordingly.

ARTICLE 43
RIGHTS IN SHOP DRAWINGS AND WORKING DRAWINGS

43.1 Shop Drawings and Working Drawings, submitted to the Project Manager by the Contractor, subcontractor or any lower tier subcontractor pursuant to the Work, may be duplicated by the Owner and the Owner may use and disclose, in any manner and for any purpose, Shop Drawings and Working Drawings delivered under this Contract.

43.2 This Article, including this Paragraph 43.2, shall be included in all subcontracts hereunder at all tiers.

ARTICLE 44
PATENT AND COPYRIGHT

44.1 The Contractor shall warrant that the materials, equipment or devices used on or incorporated in the Work shall be delivered free of any rightful claim of any third party for infringement of any United States patent or copyright. If notified promptly in writing and given authority, information and assistance, the Contractor shall defend, or may settle, at his expense, any suit or proceeding against the Owner or the Project Manager based on a claimed patent or copyright infringement which would result in a breach of his warranty. The Contractor shall pay all damages and costs awarded therein against the Owner or the Project Manager due to such breach. If any use of materials, equipment or devices is held to constitute an infringement and such use is enjoined, the Contractor shall, at his expense and option, either procure for the Owner the right to continue using said materials, equipment or devices, or replace same with noninfringing materials, equipment or devices, or modify same so it becomes noninfringing. The Contractor shall report to the Owner promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this Contract of which the Contractor has knowledge. In the event of any claim or suit against the Owner on account of any alleged patent or copyright infringement arising out of the performance of this Contract or out of the use of any supplies furnished or work or services performed hereunder, the Contractor shall furnish to the Owner when requested by the Owner, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Owner except where the Contractor has agreed to indemnify the Owner. This clause shall be included in all subcontracts.

ARTICLE 45
HISTORICAL, SCIENTIFIC AND ARCHAEOLOGICAL DISCOVERIES

45.1 All articles of historical, scientific or archaeological interest uncovered by the Contractor during progress of the Work shall be preserved in accordance with applicable law and reported immediately to the Project Manager. Further operations of the Contractor with respect to the find, including disposition of the articles, will be decided by the Owner in accordance with applicable law.

ARTICLE 46
SUBSTITUTIONS

46.1 Where reference is made to one or more proprietary products but restrictive descriptive material of only one manufacturer is used, it is understood that the products of other manufacturers will be accepted, provided they equal or exceed the standards set forth in the plans and

specifications and are compatible with the intent and purpose of the design, subject to the written approval of the Owner and the Project Manager. If the descriptive material is not restrictive, the products of other manufacturers specified will be accepted without prior approval provided they are compatible with the intent and purpose of the design.

46.2 The Contractor may propose the substitutions of any material as a supplement to his bid with the monetary amount, additive or deductive as may be the case, clearly stated. Manufacturer's information, catalog numbers, and complete descriptive information shall be included with the proposed substitution. This shall be completely apart and separate from the base bid quotation and shall be solely for the information of the Owner, and the use of such proposed substitutions shall be strictly at the decision of the Owner. If substitution is accepted by the Owner, the Contract sum shall be adjusted from the base bid either up or down as indicated on the supplementary list.

**ARTICLE 47
INSURANCE**

47.1 General

47.1.1 The Contractor shall provide from insurance companies, acceptable to the Owner, the insurance coverage designated hereinafter and pay all costs. The Contractor also indemnifies the Owner as further described in Article 4.

47.1.2 Before commencing work under this Agreement, the Contractor shall furnish the Owner with certificates of insurance specified herein showing the type, amount, class of operations covered, effective dates, and date of expiration of policies. Furthermore, each such certificate shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed or modified without first giving ten (10) days written notice to the Owner, which notice must be sent registered mail, return receipt requested, to the Project Manager.

47.1.3 In case of the breach of any provision of this Article, the Owner, at his option, may take out and maintain, at the expense of the Contractor, such insurance as the Owner may deem proper at the Contractor's expense and may deduct the cost of such insurance from any monies which may be due or become due the Contractor under this Agreement.

47.1.4 The Contractor shall either: (1) require each of his subcontractors to procure and maintain during the life of his subcontract, subcontractors' comprehensive General Liability, Automobile Liability and Property Damage Liability Insurance of the type and in the same amounts as specified in this subparagraph, or (2) insure the activity of his subcontractors in his own policy.

47.1.5 Co-Insurance: The Contractor herein agrees to name the Owner as an insured party on all liability insurance policies provided for by this Article 47, INSURANCE.

47.1.6 No insurance shall be cancelled or otherwise voided during the Contract period, without at least 10 days prior written notice to the Owner, nor shall any insurance be invalidated should the insured waive any or all right of recovery against any party.

47.1.7 Liability insurance may be arranged by Comprehensive General Liability and Comprehensive Automobile Liability policies for the full limits required; or by a combination of underlying Comprehensive Liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.

47.1.8 The Owner shall purchase and maintain such boiler and machinery insurance as may be required by the Contract Documents or by law. This insurance shall include the interest of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Work.

47.1.9 Any loss insured under Article 47 is to be adjusted with the Owner and made payable to the Owner as trustee for the insured, as their interests may appear, subject to the requirements of any applicable mortgage clause. The Contractor shall pay each subcontractor a just share of any insurance monies received by the Contractor, and by appropriate share of any insurance monies received by the Contractor, and by appropriate agreement, written where legally required for validity, shall require each subcontractor to make payments to his subcontractors in similar manner.

47.1.10 If the Contractor requests in writing that insurance for risks other than those described in this Article or other special hazards be included in the Owner's property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

47.1.11 The Owner as trustee shall have power to adjust and settle any loss with the insurers.

47.1.12 If the Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion thereof, such occupancy or use shall not commence prior to a time mutually agreed to by the Owner and Contractor and to which the insurance company or companies providing the property insurance have consented by endorsement to the policy or policies. This insurance shall not be cancelled or lapsed on account of such partial occupancy or use. Consent of the Contractor and of the insurance company or companies to such occupancy or use shall not be unreasonably withheld.

47.2 Workmen's Compensation and Employer's Liability Insurance:

47.2.1 The Contractor shall provide coverage and amounts as required by the Workmen's Compensation Act of the State of Colorado.

47.2.2 The Contractor shall provide Employer's Liability Insurance in an amount not less than \$100,000 for each occurrence.

47.2.3 The Contractor shall require any subcontractor to provide Workmen's Compensation and Employer's Liability Insurance in the same amounts for all of the subcontractor's employees to be engaged in work under this Agreement.

47.3 General Liability

47.3.1 General Liability Insurance shall be on a Comprehensive General Liability form and shall provide coverage for the following: Premises and Operations, Owners and Contractors Protective, Elevators, Independent Contractors, Products and Completed Operations, Contractual, Personal Injury, and Broad Form Property Damage; "XCU" exclusions must be deleted.

47.3.2 Minimum requirements for Comprehensive General Liability are: bodily injury, \$1,000,000.00 each person, \$2,000,000.00 each occurrence; property damage, \$1,000,000.00 each occurrence.

47.4 Automobile Liability

47.4.1 Comprehensive Automobile Liability Insurance shall include coverage for all owned motor vehicles and hired and non-owned motor vehicles.

47.4.2 Minimum requirements for Comprehensive Automobile Insurance are: bodily injury, \$1,000,000.00 each person, \$2,000,000.00 each occurrence; property damage, \$1,000,000.00 each occurrence.

47.5 Property Insurance:

47.5.1 The Owner may require the Contractor to purchase and maintain "Builder's Risk" Property Insurance for all work at the site to the full insurable value thereof. The Owner and the Project Manager shall be named as co-insured.

**ARTICLE 48
UNCOVERING AND CORRECTION OF WORK**

48.1 During construction, whenever materials requiring inspection in place by the Project Manager and the Owner to be permanently covered up, it shall be Contractor's responsibility to notify the Project Manager at least 24 hours in advance of commencement of such covering operation. In the event of failure by Contractor to give such notification, Contractor shall, at his own expense, uncover such portions of work as required by the Project Manager or the Owner, and reinstall such covering after satisfactory inspection and correction of any and all deficiencies.

**ARTICLE 49
EQUAL OPPORTUNITY**

49.1 The Contractor agrees to comply with the letter and spirit of the Colorado Anti-discrimination Act of 1957, as amended, and other applicable laws respecting discrimination and unfair employment practices (24-34-402, CRS 1973, as amended). The Contractor shall be responsible for any discriminatory or unfair employment practices of his subcontractors. Neither the Contractor nor any subcontractor will discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, religion, ancestry, mental or physical handicap, or age. Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, national origin, sex, religion, ancestry, mental or physical handicap, or age. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

49.2 Contractor and all subcontractors shall, in all solicitations or advertisement for employees placed by them or on their behalf, state that qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, sex, religion, ancestry, mental or physical handicap, or age.

ARTICLE 50 CLAIMS

50.1 The Contractor shall not assert any claim arising out of any act or omission by any officer, agent or employee of the Owner in the execution or performance of this Contract against such officer, agent or employee in his or her individual or official capacities.

50.2 The Contractor shall require each Separate Contract Design Professional or Contractor to agree in his Contract not to make any claim against the Owner, its officers, agents or employees, by reason of such Contract with the contractor.

50.3 Nothing in this Contract shall be construed to give any person other than the Owner and the Contractor any legal or equitable right, remedy or claim under this Contract; and it shall be held to be for the sole and exclusive benefit of the Owner and the Contractor.

ARTICLE 51 NOTICES

51.1 Except as otherwise provided herein, any notice, approval, acceptance, request, bill, demand or statement hereunder from either party to the other shall be in writing and shall be deemed to have been given when either delivered personally or deposited in a U.S. mailbox in a postage-prepaid envelope, addressed to the other party via certified mail. Notices to the Owner shall be addressed to the Project Manager by name. Either party may at any time change such address by delivering or mailing, as aforesaid, to the other party a notice stating the change and the changed address.

ARTICLE 52 LEGAL INSERTIONS, ERRORS, INCONSISTENCIES, OR DISCREPANCIES IN CONTRACT

52.1 It is the intent and understanding of the parties to this Contract that each and every provision of law required to be inserted in this Contract shall be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is deemed to be inserted herein, and if through mistakes or otherwise, any such provision is not inserted in correct form, then this Contract shall upon application of either party, be amended by such insertion so as to comply strictly with the law and without prejudice to the right of either party.

52.2 If this Contract contains any errors, inconsistencies, ambiguities, or discrepancies, including typographical errors, the Contractor shall request a clarification of same by writing to the Project Manager whose decision shall be binding upon the parties.

**ARTICLE 53
CAPTIONS OR HEAD NOTES**

53.1 The captions or head notes on articles or sections of this Agreement, and marginal notes are intended for convenience and reference purposes only and in no way define, limit or describe the scope or intent hereof, or of this Agreement not in any way affect this Agreement.

**ARTICLE 54
EFFECTIVE AND BINDING**

54.1 This Contract shall not become effective or binding upon the Owner unless it has been authorized and executed in accordance with the ordinances of the City of Greeley.

**ARTICLE 55
CONTRACTOR**

55.1 All personnel assigned to the Project by the Contractor shall be required to cooperate fully with personnel of the Owner and if in the sole discretion of the Owner the Contractor's personnel fails so to cooperate, the Contractor shall relieve them of their duties on the Project when required by the Owner.

55.2 Within seven (7) consecutive calendar days after date of written notice to commence work, the Contractor shall designate in writing one person who, on his behalf, shall be responsible for coordinating all of the services to be rendered by the Contractor hereunder. Such designee shall be subject to the approval of the Owner. Any change to the approved designee shall be proposed in writing seven (7) days in advance and subject to Owner approval.

55.3 The Contractor shall engage, at his sole expense, all engineers, architects, cost estimators, lawyers, experts and Contractors as may be required for the proper performance of the Contract. The Contractor shall be responsible for the performance of the work of all architects, engineers, cost estimators, lawyers, experts and Contractors so engaged by him, including maintenance of schedules, correlation of their work and resolution of all difference between them. It is understood that all architects, engineers, cost estimators, lawyers, experts and Contractors are employees of the Contractor and not of the Owner, and the Contractor alone is responsible for their work.

55.4 All drawings, tracings, specifications, digital media/electronic files and other material prepared and furnished under and for this Contract shall become the property of the Owner upon substantial completion and/or their acceptance by the Owner and/or upon termination of the services of the Contractor. Such documents shall be promptly delivered to the Owner upon demand and thereafter may be used by the Owner in whole or in part or in modified form, for those purposes it may deem advisable without further employment of, or payment of additional compensation to, the Contractor.

55.5 The Contractor shall not, without the prior written approval of the Owner, specify for the project, or necessarily imply the required use of any article, product, material, fixture or form of construction, the use of which is covered by a patent, or which is otherwise exclusively controlled by a particular firm or group of firms.

55.6 Should any claim be made or any action brought against the Owner relating to the design and satisfactory operation of the Project herein, the Contractor shall diligently render to the Owner without additional compensation any and all assistance which may be requested by the Owner.

55.7 The Owner's Project Manager's decision shall be final and binding upon the Contractor as to all matters arising in connection with or relating to this Contract. The Project Manager shall determine the amount, quality, acceptability and fitness of the work being performed hereunder and shall determine all matters relative to the fulfillment of this Contract on the part of the Contractor and such determination shall be final and binding on the Contractor. Acceptance by the Owner of any document hereunder and all supporting documents shall not relieve the Contractor of sole responsibility for work performed under this contract, including, but not limited to, the final design of the Project, including the plans, specifications and all supporting documents, except as to any feature thereof which the Owner had specifically directed in writing to be included over the written objection of the Contractor. In case any question shall arise, the decision of the Owner's Project Manager, who is hereby accepted by the Contractor as the arbiter, shall be a condition precedent to the right of the Contractor to receive any money under this Contract.

**ARTICLE 56
APPEALS**

56.1 Except as otherwise provided in this Contract, any dispute concerning a question of fact arising under this Contract which is not disposed of by Agreement shall be decided by the Project Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Project Manager shall be final and conclusive unless, within fifteen (15) days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Project Manager a written notice of appeal.

56.2 In the event a decision of the Project Manager is the subject of an appeal, such dispute may be settled by appropriate legal proceeding, or, if the parties mutually agree, through arbitration or administrative process. Pending any binding arbitative or administrative decision, appeal, or judgment referred to in this section or the settlement of any dispute arising under this Contract, the Contractor shall proceed diligently with the performance of this Contract.

56.3 Venue and jurisdiction of any suit, right, or cause of action arising under or in connection with this Contract shall lie exclusively in Weld County, Colorado.

**ARTICLE 57
PROHIBITED INTEREST**

57.1 No member, officer or employee of the City of Greeley shall have any financial or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.

**ARTICLE 58
FINDINGS CONFIDENTIAL**

58.1 Any reports, information, data, etc., available to or prepared or assembled by Contractor under this Contract shall not be made available to any individual or organization by Contractor without consent in writing from the Owner subject to applicable law.

**ARTICLE 59
GENERAL PROVISIONS**

59.1 Services and work performed by Contractor under this Contract shall conform to reasonable and normal professional standards known and accepted within the community.

59.2 No reports, graphics or other material produced directly or indirectly for the Owner under this Contract shall be the subject of an application for copyright or trademark by or on behalf of Contractor.

59.3 The laws of the State of Colorado and applicable Federal, state and local laws, regulations and guidelines shall govern hereunder.

59.4 The headings of the articles, clauses, and paragraphs of this Contract are inserted for reference purposes only and are not restrictive as to content.

59.5 This Contract and any subsequent amendment shall be deemed an original having identical legal effect, and all of which together constitute one and the same instrument.

59.6 Nothing contained herein shall be deemed to give any third party any claim or right of action against the Owner which does not otherwise exist without regard to this Contract.

59.7 Where a number of days is specified in this Contract it shall mean calendar days unless otherwise specified.

59.8 This Contract shall not be assigned, in whole or in part, without the written consent of the Project Manager and Contractor.

59.9 The Owner certifies the following;

A. An amount of money equal to or greater than the Contract amount has been appropriated and budgeted for the Project which this Contract concerns.

B. No Change Order which requires additional compensable work to be performed by the Contractor will be issued by the Owner unless an amount of money has been appropriated and budgeted sufficient to compensate the Contractor for such additional compensable work unless such work is covered under the remedy-granting provisions of this Contract.

C. As used in this paragraph, "remedy granting provision" shall mean any clause of this Contract which permits additional compensation in the event of a specific contingency or event occurs. This term shall include, but not be limited to, change clauses, differing site conditions clauses, variation in quantities clauses, and termination for convenience clauses.

**ARTICLE 60
CONTRACTOR ACCEPTANCE**

60.1 The acceptance by the Contractor, his successors or assigns of any payment made on the final acceptance of the Project under this Contract or of any final payment due on termination of this Contract, shall constitute a full and complete release of the Owner from any and all claims, demands and causes of action whatsoever which the Contractor, his successors or assigns have or may have against the Owner under the provisions of this Contract.

60.2 No action shall be maintained by the Contractor, its successors or assigns, against the Owner on any claims based upon or arising out of this Contract or out of anything done in connection with this Contract unless such action shall be commenced within 180 days after the date of filing of the voucher for final payment hereunder in the office of the Finance Director, or within 180 days of the termination of this Contract.

**ARTICLE 61
SUCCESSORS AND ASSIGNS**

61.1 The Contractor binds itself, its partners, successors, assigns and legal representatives to the other party to this Contract and to the partners, successors, assigns and legal representatives of such other party with respect of all covenants of this Agreement. The Contractor shall not transfer, assign, or subcontract any interest in this Agreement.

**ARTICLE 62
SEVERABILITY CLAUSE**

62.1 If any provision of this Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable laws, statutes, and regulations of the United States of America and the State of Colorado, all other provisions of this Agreement shall remain in full force and effect.

ARTICLE 63

63.1 This Agreement represents the entire and integrated Agreement between the Owner and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Contractor.

ARTICLE 64

64.1 In accordance with C.R.S. §8-17-101, all parties contracting with the City of Greeley on public works projects shall employ Colorado labor to perform the work to the extent of not less than eighty percent (80%) of each type or class of labor in the several classifications of skilled and common labor employed on this project.

ARTICLE 65

65.1 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.



SECTION 520
SUBCONTRACTORS/MATERIALS SUPPLIERS AND RELATED DATA

Firm Name: _____ City Contractors License # _____
Primary Contractor _____
PROJECT: _____ Address: _____

For each Subcontractor and/or Materials Suppliers to be utilized, please provide the following information (use additional sheets as necessary):

Phone Number: _____ Fax Number: _____
Proposed work and percentage of total work to be assigned _____
Percentage: _____ %

Firm Name: _____ City Contractors License # _____
Address: _____
Phone Number: _____ Fax Number: _____
Proposed work and percentage of total work to be assigned _____
Percentage: _____ %

Firm Name: _____ City Contractors License # _____
Address: _____
Phone Number: _____ Fax Number: _____
Proposed work and percentage of total work to be assigned _____
Percentage: _____ %

Firm Name: _____ City Contractors License # _____
Address: _____
Phone Number: _____ Fax Number: _____
Proposed work and percentage of total work to be assigned _____
Percentage: _____ %

Firm Name: _____ City Contractors License # _____
Address: _____
Phone Number: _____ Fax Number: _____
Proposed work and percentage of total work to be assigned _____
Percentage: _____ %

If the Primary Contractor adds any Subcontractors or Materials Suppliers during the duration of the project, the Primary Contractor will supply the City with an updated form before the Subcontractor or Materials Supplier will be allowed to work on the project.

SECTION 00620 - SPECIAL PROVISIONS

2018 Concrete Repair Program

Year Two (2018) of Three (2017- 2019)

1. Period: This Agreement shall commence when this contract is signed by the City, and shall continue in full force one calendar year 2018 thereafter, unless sooner terminated as herein provided. In addition, at the option of the City, the agreement may be extended for two (2) additional one-year periods 2018 and 2019. Pricing changes in 2018 and 2019, if any, will be negotiated by and agreed to by both parties. Note: this is the 2018 project year on the contract.
2. Multi-term contracts – specified period: Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interests of the City, provided that the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contracting. Payment and performance obligations for succeeding fiscal periods will be subject to the availability and appropriation of funds.
3. Cancellation due to unavailability of funds in succeeding fiscal periods: When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract may be canceled.

SCOPE OF WORK

The work in this contract will consist of furnishing all labor, equipment, and materials for the replacement or construction of designated concrete curbs, gutters, pavements, concrete driveways, sidewalks, handicap ramps, minor landscaping repairs, possible reconstruction of inlet tops and other related and incidental work required to complete the project. **At least 60% of the work must be performed using the Contractor's own personnel.**

1. **NOTICE TO BIDDERS:** There is a set amount of funding available for construction. Due to budgetary constraints, the current Scope of Work, as reflected in the Bid Schedule quantities, may be increased or decreased as necessary or allowed to meet the budget goals. **PROJECT DESCRIPTION – A Notice to proceed** is expected to be issued on or about May 10, 2018. Work in general consists of removal and replacement of an estimated 3,216 linear feet of curb and gutter and approximately 6,000 square yards of concrete including sidewalks, access ramps, cross-pans, alley aprons, etc. Some of the locations are planned in accordance with the 2018 overlay. Repair locations include but are not limited to: Rolling Hills, Downtown, Cascade Park Neighborhoods. Work is also on 25th Street ramps and pans on 28th Avenue. Contract time is 120 calendar days.

Please note that the estimated quantities in “Section 00130 – Bid Schedule” are only estimates, the total meant to correspond with Owner’s construction budget. Actual work scope quantities will be dependent on the successful Bidder’s unit bid prices.

2. **GOVERNING SPECIFICATIONS** – The following manuals are made part of these specifications:
 - 1) The City of Greeley Public Works Design Criteria and Construction Specifications Manual (DCCSM), Volume 1 “Streets”, latest edition. A copy of the specifications manual can be obtained from the City of Greeley Public Works Department located at 1001 9th Avenue.
 - 2) The Colorado Division of Transportation (CDOT) Standard Specifications for Road and Bridge Construction, the CDOT M & S Standards, CDOT Construction Manual, and CDOT Materials Manual latest editions.

In case of conflict, documents shall have the following priorities: (1) Special Provisions, (2) General Conditions, (3) DCCSM, and (4) CDOT Standard Specifications.

ALL CONSTRUCTION WILL MEET THE AMERICANS WITH DISABILITIES ACT (ADA) CONSTRUCTION SPECIFICATIONS (LATEST EDITION).

3. **UTILITY LOCATES** – The City will not be responsible for any construction down time due to failure on the Contractor’s part to NOTIFY utility companies of conflicts. The Contractor will contact the utility companies before construction. Call Utility Notification Center of Colorado for utility locates (ph. 811). No work will be allowed to be performed until Contractor calls for and receives utility locates.

4. **CONTRACT TIME & SCHEDULING** – CONTRACT TIME for this project will be 120 calendar days. **Calendar Days** is defined as each and every day shown on the calendar, including weekends and holidays. It is anticipated that the Notice to Proceed will be issued on or about May 10, 2017.

Approximately 7-14 calendar days before construction commences, the Contractor will be provided with an initial list of work locations. The City reserves the right to prioritize work locations. The Contractor shall provide a complete SCHEDULE for the initial construction projects within 72 hours.

Schedule changes shall be provided to the Construction Inspector each Monday by 10:00 a.m. Updates and changes shall be distinguished from previous schedules.

Throughout the duration of the Contract, the City will provide the Contractor with additional project locations if there are any. These additional locations shall be provided to the contractor on a periodical basis. The City will make an effort to collect multiple work sites before submittal to the contractor. The Contractor shall provide a SCHEDULE for each successive list within 48 hours of receiving said list.

Every effort shall be made by the Contractor to complete the project within the “Contract Time.” The “Contract Time” anticipates “Normal” weather and climate. The Contractor’s schedule must anticipate normal adverse weather delays on all weather dependent activities. For additional information regarding adverse weather see Article 32, “Extension of Time” in the General Conditions.

All streets will remain open to traffic. The Contractor must allow for this when scheduling his work. The Contractor is limited to working normal business days/ hours, 7:00 a.m. to 5:00 p.m. If the Contractor chooses to work outside these normal business days/hours, a request must be made to the City 48 hours prior. If the request is approved, there will be a deduction from the final pay estimate to cover inspection costs. For one Construction Inspector working overtime on a job, the Contractor will be charged \$75.00/hr. This deduction may be waived partially or in its entirety, at the discretion of the City, based on unusual or special circumstances.

Contract Period: This Agreement shall commence when this contract is signed by the City, and shall continue in full force one calendar year thereafter, unless sooner terminated as herein provided. In addition, at the option of the City, the agreement may be extended for two (2) additional one-year periods 2018 & 2019. Pricing changes in 2014 and 2015, if any, will be negotiated by and agreed to by both parties. Note: Original contract year is 2013— Renewal years 2018 & 2019.

Multi-term contracts: Specified period. Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interests of the City, provided that the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contracting. Payment and performance obligations for succeeding fiscal periods will be subject to the availability and appropriation of funds therefore.

Cancellation due to unavailability of funds in succeeding fiscal periods: When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract may be canceled.

5. **PRE-CONSTRUCTION MEETING** – The date for the pre-construction meeting will be announced after the bids are opened and the contract has been awarded. The Contractor will be expected to present to the City of Greeley the following items at the pre-construction meeting:

- 1) Traffic Control Plan
- 2) Copy of Concrete Design Mixes
- 3) Material Suppliers' List
- 4) Subcontractor List
- 5) Copy of the proposed Work Notification leaflet
- 6) Copy of the Traffic Control Supervisor's Certification

The Contractor's Crew Supervisor is **required** to attend the pre-construction meeting. Crew Supervisor is described as that individual who will directly supervise the on-site demolition/construction crew members.

The Contractor is required to obtain a local telephone number before commencement of work and maintain the telephone number until completion of the contract. This telephone number and a contact name will be printed on all notification pamphlets. Do not place pamphlets in mailboxes.

6. **PERMITS** – The Contractor must obtain all necessary permits for the work. Fees will be waived for City permits.
7. **EMERGENCY AGENCY NOTIFICATIONS** – The Contractor will be responsible for **notifying** all emergency agencies (350-9600) when and where work will be done in the public rights-of-way of major collector or any arterial streets/avenues. The Contractor will be responsible for giving all emergency agencies a telephone number where they can be reached. The Contractor will also be responsible for notifying The Bus whenever they are working near a bus stop. Contact GET Services (350-9281).
8. **CREW SUPERVISOR** – The Contractor's Crew Supervisor designated at the pre-construction meeting shall be within a reasonable travel distance to all work sites during construction. Due to the nature of this program, a number of sites may have activity at any one time. At all times, the Crew Supervisor, or a designee appointed to make final decisions on behalf of the contractor, shall be available within 30 minutes to any active construction site. Because the City contact is English speaking, the Crew Supervisor, or the appointed designee, must be capable of communicating with the City contact in English.
9. **PROJECT MEETINGS** – Frequency and location of project meetings will be determined at the Pre-Construction meeting.
10. **TRAFFIC CONTROL** – The Contractor will comply with the requirements of Section 01010, Paragraph 1.3.G of the Streets Design Criteria and Construction Specifications (DCCSM). The Contractor will not do any construction work in the public right-of-way

prior to the City's review and acceptance of the Traffic Control Plan. The **Traffic Control Plan** will include the City's Traffic Control Plan Review form.

The Contractor shall designate an individual, other than the Crew Supervisor, to be the Traffic Control Supervisor (TCS). The TCS will not be required to be on site, **except during job setup**, but must be available twenty-four (24) hours a day. The name and phone number of the TCS will be provided to the City at the Pre-Construction meeting. The Contractor will also provide the name and phone number of an alternate local traffic control company that will act on the Contractor's behalf in case the designated TCS cannot be reached.

Alternatively, the City or its subcontractor may perform traffic control services, at cost to the Contractor, if Contractor is unresponsive or otherwise is deemed to not be performing traffic control duties in accordance with the submitted plan.

The Contractor will be notified when the traffic control for any work site is observed to be in an unacceptable condition. The Contractor will not be allowed to continue work at that location until the problems are corrected. Failure to correct the traffic control deficiencies prior to continuance of the work will result in non-payment for the work performed at the locations in question.

Traffic Control will be paid for as part of the unit price for the various concrete work and will not be paid for separately except where itemized in Section 130 – Bid Schedule (“Certified Flagger” & “Arrow Board”). Payment for these two items will be made only when their need is indicated on the approved Traffic Control Plans, their use is required by the MUTCD, or when/where otherwise requested or directed by the City.

This information is not guaranteed to be final, complete or all-inclusive, and is provided only as an aid to assist Bidders in preparing their Bids.

The Contractor shall be solely and completely responsible for the conditions at and adjacent to the job site, including the safety of all persons and property during the performance of the work. This requirement shall apply continuously and shall not be limited to normal working hours. The duty of the City to conduct construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's safety measures in, on, or near the construction site.

The Contractor shall provide all lights, signs, barricades, flag persons, TCS or other devices necessary to provide for public and worker safety in accordance with the current Manual of Uniform Traffic Control Devices, and the City of Greeley supplement thereto.

11. **EQUIPMENT STAGING/PARKING** – With site specific approval from the City, there is the potential that contractor's vehicles, trailers, large equipment and supplies potentially can be parked along the curbs in public rights-of-way. Should a resident complain about the equipment location, the Contractor shall move those items to another location. All items left overnight shall have appropriate traffic control devices set up. The Contractor shall not park on any private property without permission from the property owner.
12. **CONSTRUCTION** – Subgrade shall be accepted by the City prior to placement of any concrete.

The Contractor must possess and use a stamp that includes the Contractors name and the year

in which the work is being done. The stamp will be used to stamp the concrete to permanently identify the Contractor that performed the concrete work. Locations will be as directed by the City. The Contractor will not be allowed to place concrete until the City has approved the stamp for use.

The Contractor will cleanly remove only enough existing asphalt to allow for installation of formwork. Contractor will be careful that subgrade exposed by excavations or removals does not become saturated or overly wet. Any subgrade materials that become unstable or are unable to obtain proper compaction due to the entry of excessive moisture must be excavated, replaced with suitable material, and approved by the City. Additionally, removal of existing work may be required to ensure all damaged subgrade is removed and replaced. No additional payment will be made for this work.

Hot-mix asphalt shall be used to fill the void remaining after removal of formwork until a permanent Asphalt Patch is placed by others.

All concrete edges will be formed unless allowed or directed otherwise by the City. The new work will be cured and protected by the Contractor from bikes, dogs, foot traffic, vandalism, etc. until the concrete has reached a stage where it cannot be defaced or marred. New work left unattended and disfigured or defaced may be cause for the work to be rejected at the discretion of the City and replaced at Contractor's expense.

The City of Greeley strongly recommends the use of an approved concrete sealer, even when not required by City Standards, to protect the Contractor's work which will be exposed to salts, chemicals, or other elements. The City's approval of a particular sealer does not relieve the Contractor of any Warranty responsibilities (see below). Areas where the existing concrete has heaved or where, in the opinion of the City, newly placed concrete has the potential to heave, shall receive special sub-base treatment. These areas will be over excavated a minimum of 8 inches and the void filled with an approved Compacted Stabilization Material; such as, Cl. 6 ABC, recycled crushed concrete or MGPEC Road Base, as directed by the City. The over excavation will be included in the cost of the concrete work unless the excavation exceeds one foot.

The Contractor will protect the asphalt (both existing and new) from solvents and oils. Equipment leaking any fluid will be removed from the work site immediately and may not be returned to the work site until all leaks are repaired. If any piece of equipment leaks fluid a second time, it will be removed from the work site immediately and will not be allowed on the work site again for the remainder of the project.

Barricades and signage shall remain in place during the course of the work or until concrete reaches 80% of design strength. Contractor is to provide 48-hours notice to the City of when barricades and signage are expected to be removed.

Each work site will be cleaned and have traffic control removed within seven days of final concrete placement. Forms will be removed, concrete debris will be picked up, the work area will be swept, sprinklers will be raised, replaced or repaired, voids will be filled and/or sodded, and all other work related to cleanup, irrigation, and landscape repair will be completed to the satisfaction of the City.

- 13. CONSTRUCTION STAKING** – The City of Greeley’s Capital Improvement Division Surveying staff will provide initial construction staking of improvements when requested, or at the request of the City’s designated Construction Inspector. Replacement of stakes lost or destroyed by the Contractor will be the Contractor's responsibility. The City’s surveying staff will replace lost or destroyed stakes at the rate of \$110 per hour at the request of the Contractor. A minimum of one (1) hour will be charged to the contractor for each request.
- 14. VEHICULAR ACCESS** – Driveways and other vehicular access points will be closed for a minimum amount of time, but shall in no case be closed longer than seven calendar days without the approval of the City. The Contractor will coordinate commercial driveway and major access closures (such as multiple family entrances) with property owners one week prior to construction by written notification, with final approval by the City. If directed by the City, individual driveways and other concrete may be required to be open within 24 hours of placement. At such locations, an appropriate High Early Strength (HES) concrete mix may be required. When used at the direction of the City, HES concrete will be paid for at the Unit Bid Price.
- 15. PERMANENT STREET SIGNAGE** – Permanent street signage work will be done by the City of Greeley at no cost to the Contractor. Removal of all signs will be coordinated with the City. The Contractor shall not remove any City signs. It shall be the responsibility of the Contractor to notify the City Traffic Division at 350-9355 when street and traffic signs are ready to be permanently re-set (48 hours prior to removal of traffic control devices). Prior to any removals, Contractor is to note and document any pavement and curb markings that may be removed or obliterated by construction activities.
- 16. MATERIALS ACCEPTANCE & QUALITY CONTROL TESTING** – All concrete shall meet MGPEC Construction Specifications Items 11.2 and 11.8, unless otherwise approved by the City.
- The City will provide quality control and quality assurance sampling and testing to the extent the City deems necessary for project acceptance. The Contractor shall coordinate with the City as to when the work is ready for testing. The Contractor shall assist the City in obtaining samples for testing. The Contractor shall uncover and recover at no cost to the City any work completed prior to testing and allow the City to test. The Contractor shall be responsible for costs associated with re-testing materials that fail tests.
- 17. GRADING** – Costs associated with **Unclassified Excavation** will be included in the unit price of the concrete work and will not be paid for separately. The exception to this would be if an area requires excavations greater than one foot to encounter acceptable subgrade material. Payment for the excavation over one foot will be paid for at the Unit Bid Price. **Compacted Stabilization Material** to replace Unclassified Excavation greater than one foot deep will be paid for at the Unit Bid Price.
- 18. EROSION CONTROL & PROTECTION OF STORM DRAINS** – Contractor is responsible for control and routing of storm water runoff draining around and from the construction area to prevent erosion, sedimentation or other damage to storm drain systems. The requirements of saw-cutting and concrete placement are provided in the Storm Drain Management Division Best Practices document attached herein.

- 19. WORK ADJUSTMENTS** – The City reserves the right to prioritize construction at specific locations in the City. The City reserves the right to add, delete, and/or substitute other construction to this project. Quantities may be added or deleted and adjustments will be made to the contract price according to the contract unit prices provided on The Contractors Schedule. Sizeable adjustments in overall contract scope may result in a corresponding adjustment to the contract time.
- 20. BID ITEM DESCRIPTIONS**

Item No. Description

- 1) **Remove Curb and Gutter (0 to 2' pan)** – This item includes Vertical-Face Curb and Gutter (Detail S-16); Median Curb and Gutter (Detail S-18); 6" Vertical-Face Barrier Curb (Detail S-18); Drive-Over Curb and Gutter (Detail S-15A); and includes sections with high-back curb and occasionally typical curb and gutter sections. Any excess width of pans over two-foot (2') wide will be paid for as denoted in Item No. 2.
- 2) **Remove Concrete Flatwork (thickness varies)** – Includes all concrete sidewalks, driveways, alley aprons, access ramps, cross pans, aprons, and concrete pavements and any portion of a gutter pan in excess of the typical two-foot (2') wide gutter pan normally associated with “curb and gutter.”
- 3) **Remove Drive-Over Curb, Gutter, and Sidewalk combo.** – Includes any type of drive-over curb, gutter, and sidewalk regardless of width. Payment is based upon linear distances running parallel to the flowline at the mid-point in the width.
- 4) **Remove Asphalt Thickness Varies-** Includes the removal of existing asphalt walk-path or removal of asphalt to accommodate for larger area of concrete placement. Removal of asphalt for concrete forms will not be paid for with this item.
- 5) **Concrete Saw cut Demo** -- Saw cut shall be paid by the linear foot (LF) and only in those areas not being removed at an existing joint.
- 6) **Concrete Saw cut Joint** – Saw cut shall be paid by the linear foot (LF) and only at the City's request in lieu of tooled joints.
- 7) **Vertical Curb and Gutter (0' to 2' Gutter)** – This item shall be paid for in linear feet (LF) and shall encompass any curb up to 6" in height and up to a gutter width of 2 feet. See Standard Detail Nos. S-16 and S-18.
- 8) **24 Hr. High-Early Mix – Up Charge** – If directed by the City, individual driveways and other concrete may be required to be open within 24 hours of placement. At such locations, an appropriate High-Early Strength (HES) concrete mix may be required. When used at the direction of the City, HES concrete will be paid for at cubic yards (CY). Written permission from the Construction Inspector or the Project Manager is required prior to installation.

- 9) **Standard Drive-Over C&G and SW combination** – See Standard Detail No. S-15. The width shall vary depending on the location, but in most cases shall match existing. Item shall be paid for as linear feet (LF) and based upon distances running parallel to the flowline at the mid-point in the width.
- 10) **New 4" Concrete** – In general this thickness shall include items; such as, sidewalks, (those similar to, but not limited to, Standard Details S-16 and S-21). Payment is in square yards (SY).
- 11) **New 8" Concrete** – In general this thickness shall include items such as sidewalks (where vehicular traffic such as trash trucks is possible), cross pans, commercial driveway aprons, concrete paving, etc., (those similar to, but not limited to, Standard Details S-11, S-12, S-12-4, S-16, S-21, S-26, S-27, S-28 and S-29).
- 12) **New 5" Concrete with Fiberglass Reinforcement (Placed with Buggy)** – Concrete shall be reinforced with Buckeye UltraFiber 500 Fiber or equal and shall be used at a rate of 1.5 lbs per cubic yard of concrete or as specified by the manufacturer. In general this item shall include items; such as, bike path or walk path, (those similar to, but not limited to, Standard Details S- 29). This item will be placed throughout parks and golf courses by buggy.
- 13) **Unclassified Excavation (greater than 1 ft.)** – Costs associated with this bid item will be included in the unit price of the concrete work and will not be paid for separately. The exception to this would be if an area requires excavations greater than one foot (1 ft.) to encounter acceptable subgrade material. At that point the over-excavation would be paid for cubic yards (CY).
- 14) **Compacted Stabilization Material, Import** – Materials shall conform to the City of Greeley's Construction Specifications, Streets, Section 02229, Aggregate Base Course. Where possible we would recommend the usage of recycled crushed concrete. Contractor shall submit delivery slips to the City for reimbursement of this bid item. This bid item shall be paid for in ton units.
- 15) **Major Re-landscaping (Sprinkler runs, etc.)** -- Includes final grading or laying back of adjacent existing grades or other such re-shaping of an area to blend to and match the grade of the new Work. For grading to be considered for payment under this bid item, the extent of the re-grading must be such that equipment or machinery is required to perform the work.

Contractor shall notify residents, and in the case of rental units, the Property Owner as well, when areas are newly seeded or otherwise landscaped as a consequence of the work. Contractor is to provide property owners with written recommendations on maintaining and caring for newly installed landscaping in order to ensure successful establishment of the new landscaping. A record of such notices and copies of same shall be kept by the Contractor and made available to the City when requested. Failure of the Contractor to maintain these records may result in Contractor replacing the landscaping at Contractor's own cost if the new landscaping fails to establish itself. Sprinkler System Repair includes the lengthening or shortening of line over five feet, installation of new heads (does not include replacement of heads damaged

by Contractor), and removal and replacement of large sections of a system. For work to be paid for under this bid item, the City must authorize all work to Sprinkler System Repairs prior to making adjustments. Payment for Sprinkler System Repair will be paid for by the hour and includes all material, labor, and equipment costs. Minor sprinkler adjustments will be included in the cost of the concrete and will include shortening of lines, or lengthening the lines five feet or less, and raising or lowering sprinkler heads. Breakage by the Contractor to existing sprinkler heads or lines shall be repaired by the Contractor at no cost to the City or the property owner. Contractor is to notify the property owner 72 hours in advance when sprinkler adjustments, repairs, or replacements are scheduled. All sprinkler work is to be tested with the property owner present. The Owner may waive this requirement if unwilling or unable to be present. Contractor shall obtain this waiver in written form from the Owner.

- 16) **Adjust Valve Box** – Adjust up or down to finish grade.
- 17) **Landscape Curb 0" to 6"** – Per the detail attached to these Special Provisions. To be used only where directed in lieu of grading out finish grade to match new construction.
- 18) **Landscape Curb 7" – 18"** – Per the attached detail to these Special Provisions. To be used only where directed in lieu of grading out finish grade to match new construction.
- 19) **Landscape Curb 19-48"** – Per the attached detail to these Special Provisions. To be used only where directed in lieu of grading out finished grade to Match new construction.
- 20) **Cast Iron ADA Detectable Warning Plates**--shall be ADA compliant. The plates are to provide integral lugs or anchors such that anchorage is provided to mechanically secure the plates into the concrete. The plates are to be approved by the City prior to use. Detectable Warning Plates will be paid for by the square foot. Detectable Warning Plates will be paid for in addition to the concrete into which they are set.
- 21) **Chase Drain (Max. 12" Opening)** – This bid item shall conform to Standard Detail S-23. Should the sidewalk be detached from the curb as in Detail S-23-D, the concrete channel from the sidewalk to the street will be paid for as vertical Curb and Gutter.
- 22) **Tree Root Pruning** – The Contractor must engage the services of a licensed arborist, as licensed by the City of Greeley Forestry Division, for all tree root pruning of roots larger than two inches in diameter. If the Contractor can satisfy the requirements of the City Forester by performing the work with Contractor's own personnel, the services of a licensed arborist may not be necessary. Root pruning only applies to live trees. Any other root removal shall be designated as incidental to subgrade preparation. This item shall be paid by the hour.
- 23) **Colored Concrete (add on)** – Add-on cost per CY of any thickness concrete (based on 4 sack color).

- 24) **Stamped Concrete (add on)** – Add-on cost per SY to any thickness of concrete (based on staggered brick pattern).
- 25) **Portable Sanitary Station(s)** – Number and locations to be determined by Contractor based on number of simultaneous work sites and number of workers. Bid Price is lump sum for this single item, regardless of number of stations required and provided. Must be onsite 95% of the project duration.
- 26) **4” PVC installed under sidewalk** – At the discretion of the city inspector, the contractor will install PVC sleeves for sprinkler line tie-ins under the Work.
- 27) **Saw-Cut to Preserve Asphalt (Neatlining)** – Where allowed and directed by the City when concrete abutting asphalt is required to be removed. Provide a clear full depth saw-cut at the existing asphalt/concrete interface to aid in a clean separation. Paid per lineal foot.
- 28) **Traffic Control (Arrow Board)** – When shown on the approved Traffic control plans, or otherwise required, or when requested at the inspector’s discretion, a daily rate will be paid.
- 29) **Traffic Control (Certified Flagger)** – When shown on the approved Traffic control plans, or otherwise required, or when requested at the inspector’s discretion, an hourly rate will be paid.
- 30) **Quality Control Standard Proctor-** The test shall be all inclusive using AASHTO T99.
- 31) **Quality Control Soils Compaction-** Embankment and Subgrade Soils Compaction; % moisture and % compaction.
- 32) **Quality Control Concrete Test & Break Results-** Concrete Sampling and Testing; Includes at a minimum temperature, slump, air and compressive strength (includes up to four cylinder breaks each)

- 21. **PAYMENT** – Actual payments will be based upon mutually accepted As-Built quantities. The As-Built quantities will be determined in the field with measurements jointly collected by the Construction Inspector and the City. No payment will be made on work sites that have not been completed, including clean up. Request for Payments shall be made at least monthly unless approved otherwise by the Project Manager.

22. NOTIFICATION

The Contractor is required to post on all properties adjacent any to construction site a notification pamphlet 72 hours prior to commencement of work at that site. An exception to this is in the case of complete driveway or entrance closures. In these cases, notification to the affected property owners or businesses must be delivered a minimum of one week prior to the closure. A copy of the Contractor’s proposed **Notification Pamphlet** will be reviewed at the Preconstruction meeting for content and acceptance. *Notification pamphlets shall*

include the Contractor's contact information with a primary contact name and local (toll free) phone number. The pamphlets will only be delivered between the hours of 8:00 a.m. and 6:00 p.m. When delivering the pamphlets, the Contractor shall contact the resident or business to advise them what will be happening at their property. When businesses are affected, Contractor is to hand-deliver the notification pamphlet to either the business *owner*, or some other employee *in responsible charge* of the business. If there is a subsequent delay to the scheduled work time due to poor weather, equipment breakdowns, and/or other causes, the Contractor will post at the affected properties a revised notice informing property owners of the delay with an updated construction schedule.

Do not place pamphlets in mailboxes.

23. **WARRANTY** – Contractor is responsible for providing a **TWO-YEAR** warranty to the City of Greeley for all work completed under this contract. The City will establish the beginning of the TWO-YEAR warranty period with the issuance of the Certificate of Final Acceptance. If the concrete fails, spalls, or deteriorates during the first or second year, the concrete will be replaced under this warranty. Warranty work will be completed according to these contract specifications and within 30 days of written notification by the City of Greeley. See Article 11, “Warranty of Work” in the General Conditions for additional information. **The City of Greeley no longer waives permit fees for warranty work.**



**DEPARTMENT OF PUBLIC WORKS
STORMWATER MANAGEMENT DIVISION
REQUIREMENTS: MANDATORY AS INDICATED BELOW**

Activities such as asphalt application, slurry saw cutting, and directional boring can contribute high concentrations of toxic hydrocarbons, other toxic organic compounds, oils and greases, solids, and heavy metals to stormwater runoff. Concrete pouring can contribute suspended solids and heavy metals to stormwater runoff and cause pH increases in receiving waters.

The following Best Management Practices, (BMPs), or equivalent measures, methods, or practices are required if you are engaged in saw cutting, concrete pouring or asphalt application in right-of-ways within the City Of Greeley.

Slurry from Sawcutting:

Storm drains can carry saw cutting slurry and other pollutants from the streets and gutters directly to local waterways. This slurry can be toxic to fish and wildlife. The slurry can clog storm drains and catch basins which increase maintenance costs and could cause flooding.

If saw cut slurry from your job runs down the gutter uncontained, you have violated City Code. This also is a violation of state and federal regulations. Offenders may be subject to fines and clean up costs.

Concrete Pouring and Asphalt Applications EFFECTIVE IMMEDIATELY	Saw Cut Slurry And Directional Boring Mud
<p>1. Use drip pans, ground cloths, and perhaps heavy plywood whenever concrete, asphalt, and asphalt emulsion chunks and drips are likely to fall unintentionally, such as beneath exit points from mixing equipment.</p> <p>2. Place storm drain barriers or similarly effective containment devices over all nearby drains at the beginning of the work day. All accumulations of runoff, aggregate chunks, and other solids must be collected with a shovel or other mechanism for proper disposal at the end of the work day (you move frequently) prior to removing the containment device(s). Drain barriers and other containment devices are commercially available.</p> <p>3. Contain and collect the slurry from exposed aggregate washing, where the top layer of unhardened concrete is hosed or scraped off to leave a rough finish. Use a storm drain barrier or other containment device, as mentioned above. All collected runoff must be properly disposed.</p> <p>4. Concrete and concrete pumping vehicles shall not, under any circumstances, discharge any concrete, slurry, or rinse water into street gutters, storm drains or drainage ditches, and detention ponds. GREELEY CODE 14.16.170</p> <p>Designate a wash-out area on-site where cleaning of application and mixing equipment can take place and where the rinse water is controlled. It is also acceptable to dispose of rinse water and slurry in a hole in the ground big enough to contain the slurry and rinse material. Commercial products and services are also available for concrete, slurry, and rinse water disposal.</p> <p>Routine Maintenance: Sweep the pouring area at the end of each day to collect loose aggregate chunks and dust. DO NOT hose down the area to a storm drain.</p>	<p>1. Block Gutters: EFFECTIVE IMMEDIATELY Dam up gutters to contain slurry and minimize the containment area.</p> <p>Know the location of all nearby storm drain inlets, culverts, and catch basins through which slurry discharges may enter a waterway.</p> <p>If you are within access of a storm drain inlet, block the path to the nearest drain. Either divert flows or berm inlets to pool water away from the drains.</p> <p>2. Minimize Slurry Runoff: EFFECTIVE IMMEDIATELY</p> <p>Slurry and sediment from saw cutting or boring operations should be confined to the immediate work area by using temporary berms, sand bags or diversion structures. Minimize the tracking of slurry off site by cars and pedestrians.</p> <p>3. Remove Slurry: MANDATORY JANUARY 1, 2005</p> <p>Efficiently and effectively collect and remove all slurry and runoff from the saw cutting operation as soon as possible. Be sure to include removal of any slurry collected in or near storm drain inlets by pumping to a collection vessel or using a wet/dry vac. It may be necessary to use a street sweeper or wash down the area and collect the water.</p> <p>No slurry or wash water is allowed to drain off site. Slurry and wash water may be disposed of on site, with owners permission, where it can filter into bare soil. Otherwise, dispose of all collected slurry and wash water properly. One way is to allow collected slurry to settle and decant the water onto the ground or, with approval, into the sanitary sewer. Contact Water Pollution Control Facility for approval at 350-9360. Must obtain approval prior to discharging to sanitary sewer. Dispose of the solids appropriately.</p>

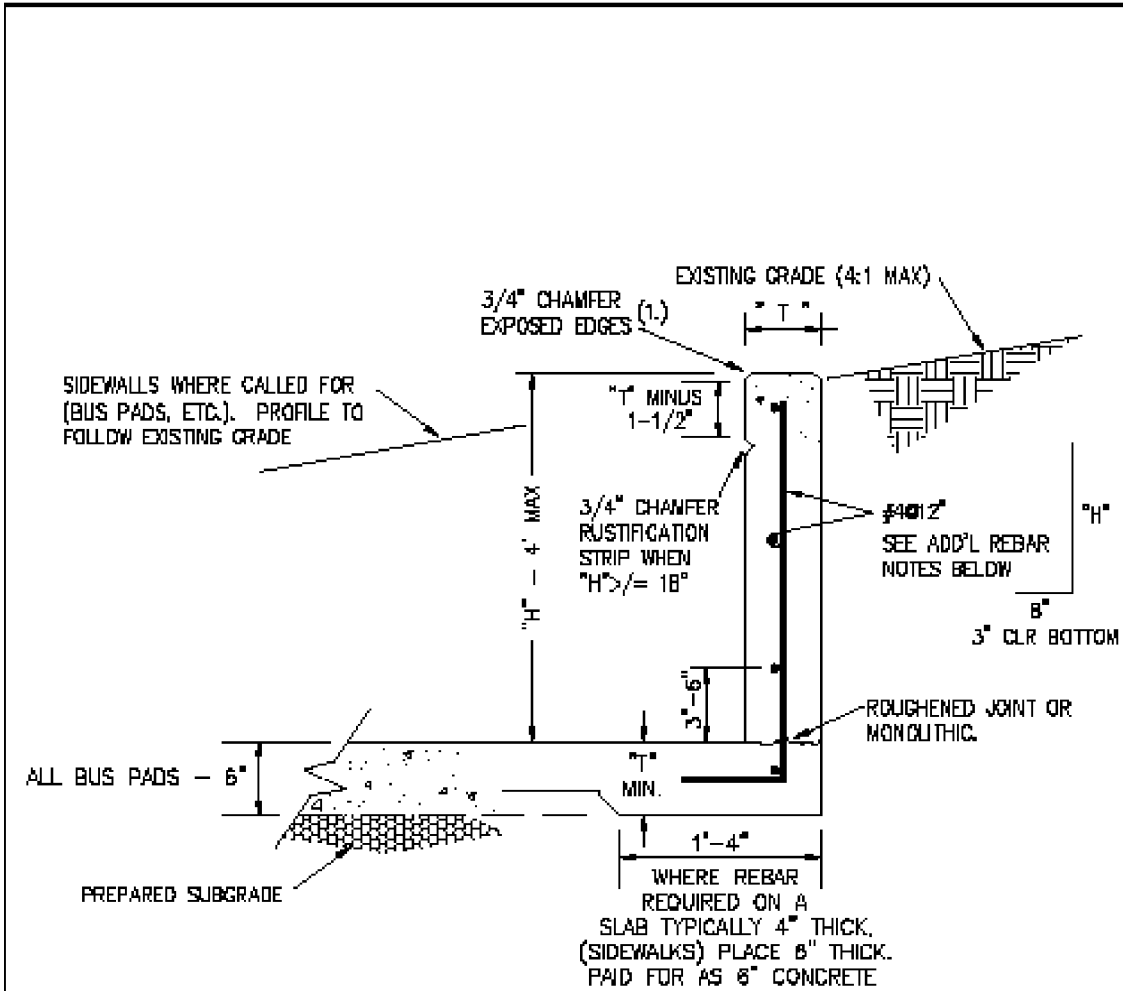
DO NOT HOSE DOWN WORK AREAS INTO THE GUTTER, STREET, OR STORM DRAIN. DO NOT WASH IT DOWN PAST THE PROJECT AREA WHERE IT BECOMES "SOME ONE ELSE'S PROBLEM".

Issued: 4/20/2004 Revised: 3/25/2008

STREET, CURB, AND GUTTER REPLACEMENT AND CONSTRUCTION

Activities involving the replacement and construction of streets, curbs, and gutters have the potential to impact storm water quality. Materials involved in these activities should be used efficiently and disposed of properly.

- Applicable sediment and erosion controls should be installed; such as: inlet protection, silt fence, sediment traps, erosion control logs, check dams, and vehicle tracking control. Sediment and erosion controls will be installed and maintained in accordance with approved design criteria and/or industry standards.
- When saw cutting, ensure that no slurry enters the storm drain.**
 - Block gutters**
 - To contain slurry and minimize the containment area.
 - Protect inlets and pool water away from the drains.
 - Minimize Slurry Movement**
 - Confine slurry and sediment from saw cutting to immediate work area by using temporary berms, sand bags, or diversion structures.
 - Minimize the tracking of slurry from the job site by cars and pedestrians.
 - Remove Slurry**
 - Sweep or vacuum slurry and properly dispose of the sweepings or vacuum while saw cutting.
- Monitor construction equipment for leaks and use drip pans as necessary.
- Leaking material containers should be properly discarded and replaced.
- Store materials in containers under cover when not in use and away from any storm drain inlet.
- Wash out mixers, delivery trucks, or other equipment in the designated concrete washout area only.
- Locate concrete washout, portable toilets, and material storage away from storm drain inlets.
- Material stockpiles will not be stored in or near storm water flow lines. Temporary sediment controls will be used during temporary, short-term placement while work is actively occurring.
- Sweep or vacuum the roadway as needed, during construction and once construction is complete.
- Best management practices will be periodically inspected and maintained as necessary.
- Where practicable, non-structural controls will be used, such as phased construction, dust control, good housekeeping practices, and spill prevention and response.
- Absorbent material should be kept on job site.
- Concrete Work**
 - Minimize the drift of chemical cure on windy days by using the curing compound sparingly and applying it as close to the concrete surface as possible.
 - Ensure that there is a concrete truck washout area available or require the contractor to wash out at the batch plant.
- Asphalt Work**
 - Control the placement of road base or asphalt used in embankments or shoulder backing; do not allow these materials to fall into any storm drain or watercourse.
 - Whenever possible, recycle unused asphalt.
- Traffic Control Devices such as cones may be needed to guard inlet protection devices during certain traffic set-up and flows.



(1.) 3/8' R WHEN "T" = 4", OR IF DIRECTED BY CITY REPRESENTATIVE.

REBAR NOTES:

H	T (MIN)	REBAR
$\leq 6"$	4"	NONE REQ'D
$6" < H < 18"$	6"	NONE REQ'D
$18" \leq H < 48"$	6"	#4@12" CTR'D IN WALL *

* MINIMUM THREE (3) HORIZONTAL BARS IN WALL
TOP BAR 3" FROM TOP OF WALL



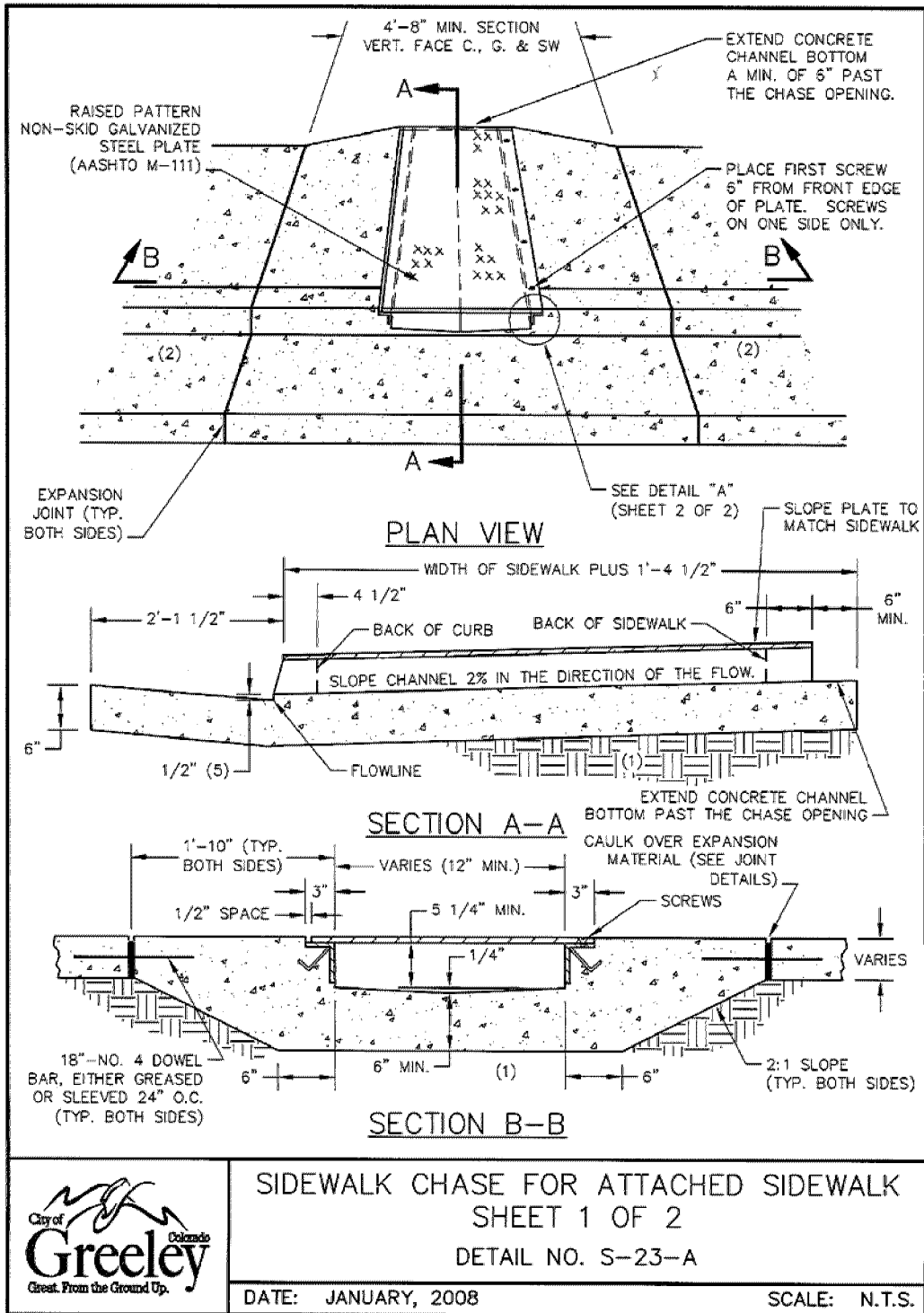
Public Works
Department

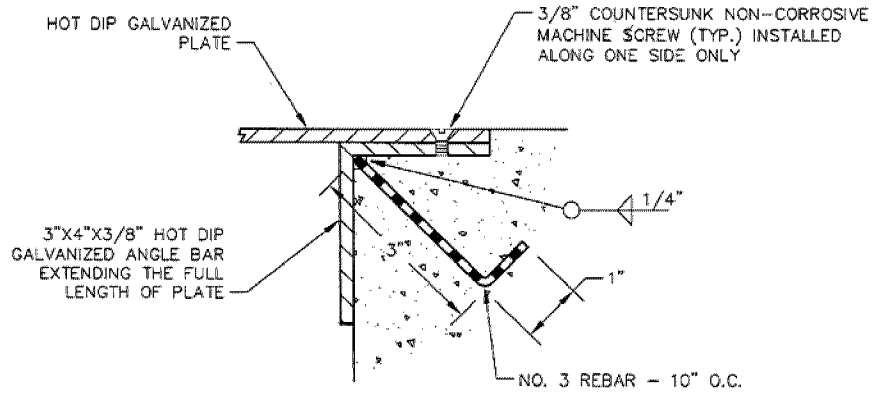
LANDSCAPE CURB/RETAINING WALL DETAILS

DETAIL SPECIAL

DATE: JUNE, 2009

SCALE: N.T.S.





DETAIL "A"

WIDTH OF OPENING	THREADPLATE THICKNESS
12" - 18"	9/16"
>18" - 24"	5/8"
>24"	SPECIAL DESIGN

NOTES:

1. COMPACTED SUBGRADE (SEE SPECIFICATIONS).
2. FOR DRIVE OVER CURB, GUTTER AND SIDEWALK, TRANSITION (3' MIN.) TO A VERTICAL FACE CURB AND GUTTER FOR CHASE CONSTRUCTION. KEEP GUTTER WIDTH FOR DRIVE OVER.
3. NEENAH R-4999 SERIES BOLTED TRANSVERSE DRAINAGE STRUCTURE, SOLID CHECKERED TYPE D GRATE MAY BE SUBSTITUTED.
4. CONCRETE SURFACES TO RECEIVE A LIGHT BROOM FINISH.
5. ELIMINATE 1/2" FLOWLINE LIP WHEN STORMWATER DRAINS AWAY FROM THE GUTTER.

	SIDEWALK CHASE FOR ATTACHED SIDEWALK SHEET 2 OF 2 DETAIL NO. 2-23-A
	DATE: JANUARY, 2008 SCALE: N.T.S.



CHANGE ORDER FORM

Project Information

Change Order #:	1	Date:	September 6, 2018
Project Name:	2018 Concrete Repair		
Bid Number:	17 00 0653	Dept/Division:	PW/Engineering
Budget Unit #:	06210900; 321 00 060 C	PO #:	FA17-365-1
Project Manager:	Shane (Rick) Dorsey	Title:	Concrete Maintenance Coordinator

Contractor/Consultant Information

Contractor/Consultant:	All Pro Paving	Phone /Extension:	
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The CONTRACTOR/CONSULTANT is hereby directed to perform the WORK described in the CONTRACT for design/construction as amended by this CHANGE ORDER.

See attached **1** sheets with full explanation for the change order.

Compensation to Contractor/Consultant

The original contract sum was:	\$984,935.16
The net change by previous change order was:	\$0.00
The contract sum prior to this change order was:	\$984,935.16
The contract sum will be: (See List) Increased	\$200,000.00
The new contract sum, including this change order is:	\$1,184,935.16
The contract time will be: (See List) Increased	30 Days
The new date for project completion is:	

This CHANGE ORDER is intended to, and the OWNER agrees that it shall, fairly and adequately compensate the CONTRACTOR/CONSULTANT for the extra direct costs (time and materials, etc.) as well as all expenses and damages which may result from any delays, suspensions, stretch-outs, scheduling, inefficiencies and accelerations in the WORK associated with this CHANGE ORDER, and the CONTRACTOR/CONSULTANT releases the OWNER from any claims for such expenses and damages.

This CHANGE ORDER is intended to, and the CONTRACTOR/CONSULTANT agrees that it does, provide the CONTRACTOR/CONSULTANT a reasonable and adequate period of time in which to complete the WORK in accordance with the CONTRACT for establishment of policies, as amended by this CHANGE ORDER, and the CONTRACTOR/CONSULTANT releases the OWNER from any claims for additional time to perform the WORK associated with this CHANGE ORDER.

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.

Signatures for City Manager

IN WITNESS WHEREOF, the parties have caused this instrument to be executed in two (2) original counterparts as of the day and year first above written.

Approved as to Substance	Reviewed as to Legal Form
DocuSigned by: D93D100AE64B4E6... City Manager	DocuSigned by: 325325C78F4C432... City Attorney
Certification of Contract Funds Availability	Departmental Certification
DocuSigned by: 86B6A7B0F45A40C... Director of Finance	DocuSigned by: DEE5C82E4EE9428... Department Director
DocuSigned by: 8160DBBB21874FE... Purchasing Official	DocuSigned by: DFB5255DDF1F4C1... Project Manager

Certification of Content by Contractor/Consultant

DocuSigned by: 5AC4C64448B04A6... Representative of Contractor/Consultant	General manager Title
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Additional Approval:

DocuSigned by: Supervisor	CPC	Finance
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Approval Level is City Manager based on cumulative change orders totalling \$200,000 for a total of 20.3%.

CHANGE ORDER FORM



Project Information

Change Order #:	1
Project Name:	2018 Concrete Repair
Date:	9/6/2018
Project Manager:	Shane (Rick) Dorsey

Change Order Justification

Location	Round-A-Bout at St Michaels.
Summary of Change Order	This change order will add \$200,000 to the 2018 Concrete Repair Program to fund work on the roundabout at St Michaels. The \$200,000 will come from budget number 321 00 060 0619 0923 to cover the additional work.
Why was this not in original contract?	Staff did not have knowledge of the need for repairs to the roundabout when this contract was renewed.
Budget Impact/Funding	No impact on 321 00 060 0621 0900. The \$200,000 for this change order will come from 321 00 060 0619 0923
Impact to project schedule	This change will add 30 days to the contract

Explanation

The roundabout at St. Michaels is roughly 16 years old. With the new hospital going in it was decided to make the necessary repairs to accommodate the expected increase in traffic. Rather than doing the bare minimum, we came to the decision that doing a full repair on the roundabout will be best for the upcoming hospital opening.



Council has increased the limits for signature authority. Below are the new limits based on CUMMULATIVE change orde https://library.municode.com/co/greeley/codes/municipal_code?nodeId=TIT2AD_CH2.07CO_2.07.020APSI

	<=25%			>25%		
	\$50,000.01-			\$50,000.01-		
	<\$50,000	\$100,000	>\$100,000	<\$50,000	\$100,000	>\$100,000
Council				X	X	X
City Manager			X			X
City Attorney			X			X
Director of Finance			X			X
Purchasing Official		X	X		X	X
Department Director	X	X	X	X	X	X
Project Manager	X	X	X	X	X	X

ers:

Council Agenda Summary

January 15, 2019

Agenda Item Number 17

Key Staff Contact: Victoria Runkle, Assistant City Manager, 970-350-3190

Title:

Introduction and first reading of an ordinance appropriating additional sums to defray the expenses and liabilities of the City of Greeley for the balance of the fiscal year of 2019 and for funds held in reserve for encumbrances at December 31, 2018

Summary:

This is the first additional appropriation ordinance modifying the 2019 budget.

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	Yes								
If yes, what is the initial, or, onetime impact?	\$ 10,748,000								
What is the annual impact?	\$ 10,748,000								
What fund of the City will provide Funding?	See Ordinance								
What is the source of revenue within the fund?	Fund Balance, Operating Transfer, and Existing Food Tax Budget.								
Is there grant funding for this item?	No								
If yes, does this grant require a match?									
Is this grant onetime or ongoing?									
Additional Comments:	<p>Total appropriations made by this ordinance are \$10,748,000. The following funding sources will be used to cover the appropriations made by this ordinance.</p> <table border="1"> <tr> <td>Fund Balance</td> <td>\$ 4,950,000</td> </tr> <tr> <td>Operating Transfer</td> <td>\$ 4,950,000</td> </tr> <tr> <td>Existing Food Tax Budget</td> <td>\$ 848,000</td> </tr> <tr> <td>Grand Total:</td> <td>\$ 10,748,000</td> </tr> </table>	Fund Balance	\$ 4,950,000	Operating Transfer	\$ 4,950,000	Existing Food Tax Budget	\$ 848,000	Grand Total:	\$ 10,748,000
Fund Balance	\$ 4,950,000								
Operating Transfer	\$ 4,950,000								
Existing Food Tax Budget	\$ 848,000								
Grand Total:	\$ 10,748,000								

Legal Issues:

City Charter prohibits actual expenditures from exceeding appropriations at the fund level. This ordinance will insure that this does not occur.

Other Issues and Considerations:

None.

Applicable Council Goal or Objective:

Image – Quality of Life

Decision Options:

- 1) Introduce the ordinance as presented; or
- 2) Amend the ordinance and introduce as amended; or
- 3) Deny the ordinance; or
- 4) Continue consideration of the ordinance to a date certain.

Council's Recommended Action:

A motion to introduce the ordinance and schedule the public hearing and final reading for February 5, 2019.

Attachments:

Ordinance
Detail Supporting Schedule

THE CITY OF GREELEY
ORDINANCE NO. _____, 2019

AN ORDINANCE APPROPRIATING ADDITIONAL SUMS TO DEFRAY THE EXPENSES AND LIABILITIES OF THE CITY OF GREELEY FOR THE BALANCE OF THE FISCAL YEAR OF 2019 AND FOR FUNDS HELD IN RESERVE FOR ENCUMBRANCES AT DECEMBER 31, 2018.

WHEREAS, the City of Greeley has or will incur expenses for certain activities described below during the 2019 fiscal year, and

WHEREAS, the revenues received in the City of Greeley in 2018, exceeded the amount of revenues estimated in the 2018 Budget by more than the total amount of the expenditures in the same year;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GREELEY, COLORADO:

Section 1. In accordance with section 5-17 of the Greeley Charter, from actual and anticipated revenues which exceed the revenue estimates in the 2019 budget and amounts held in fund balance reserves from 2018, there is hereby appropriated the following designated sums to be allocated for use during the remainder of 2019:

Fund	Total
001 General	\$ 4,950,000
322 2016 City Center	5,798,000
Grand Total:	\$ 10,748,000

Section 2. All actions heretofore taken (not inconsistent with the provisions of this ordinance) by the officers, agents and employees of the City in connection with this appropriation are hereby ratified, approved and confirmed.

Section 3. This Ordinance shall become effective five (5) days after its final publication as is provided by Section 3-16 of the Greeley Charter,

PASSED AND ADOPTED, SIGNED AND APPROVED THIS _____ DAY OF _____, 2019.

ATTEST:

THE CITY OF GREELEY

City Clerk

BY _____

Mayor



City of Greeley
2019 Appropriation No. 1
Ordinance #
City Council Meetings: January 15 and February 5

Funding Source	Description	Fund Balance	Revenue	Expenditures	Net Impact	
322 2016 City Center						
1	Fund Balance, Existing Food Tax Budget	As presented during the December 11th 2018 Worksession, staff outlined remodeling options for both City Hall and City Center North (City Hall Annex/Focus). Within this plan, staff outlined phases that if completed would help meet the projected staffing level space needs through 2039. Furthermore, discussed staffs plan to expedite the project with use of excess 2018 Carryover funding through an early appropriation. As such, this appropriation facilitates staffs presented request. \$4,950,000 will come from existing carryover fund balance in 2018 and \$848,000 from budgeted 2019 food tax projects.	4,950,000	848,000	5,798,000	-
322 2016 City Center			4,950,000	848,000	5,798,000	-
Total Less Operating Transfers Between Funds			4,950,000	848,000	5,798,000	-
Operating Transfers Between Funds						
1	Operating Transfer	Operating Transfer from General Fund to 2016 City Center Fund	-	4,950,000	4,950,000	-
Total Operating Transfers Between Funds			-	4,950,000	4,950,000	-
Grand Total			4,950,000	5,798,000	10,748,000	-

Council Agenda Summary

January 15, 2019

Agenda Item Number 18

Key Staff Contact: Betsy Holder, City Clerk, 970-350-9742

Title:

Designation of posting sites for notices of City Council meetings

Summary:

A requirement of the Colorado Open Meetings Act deals with the method of notifying the public of meetings to be held, and each year the governing body is to designate the public places(s) for posting meeting notices.

Since the law was enacted in 1991, Council has designated the bulletin boards in both entrances to City Hall as the official posting sites for agendas of City Council meetings and Worksessions. These sites also serve as locations for posting meeting notices of Council's appointive boards.

While "postings" meet the letter of the law, in reality it reaches very few customers. Therefore, staff's outreach also includes televising Council meetings and e-mailing agendas to the Tribune, KFKA radio and other interested parties. General meeting information is posted on the City's web site, and GTV Channel 8. Meeting agendas are available for acquisition by anyone on the Friday prior to the Tuesday meeting, and they are added to the web site as well. Public hearing notices are published in the Greeley Tribune as required.

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	There are no extraordinary expenses over the routine cost of public outreach efforts mentioned above.
If yes, what is the initial, or, onetime impact?	
What is the annual impact?	
What fund of the City will provide Funding?	
What is the source of revenue within the fund?	
Is there grant funding for this item?	No
If yes, does this grant require a match?	
Is this grant onetime or ongoing?	
Additional Comments:	

Legal Issues:

Posting site designation is required under the Colorado Open Meetings Act.

Other Issues and Considerations:

None

Applicable Council Goal or Objective:

Engaging the Community

Decision Options:

- 1) Designate the existing bulletin boards in both entrances to City Hall as the official posting sites for agendas of City Council meetings and worksessions; or
- 2) Designate alternate sites for agendas of City Council meetings and worksessions; or
- 3) Establish an alternate method of notifying the public of meetings to be held.

Council's Recommended Action:

A motion to designate the existing bulletin boards in both entrances to City Hall as the official posting sites for agendas of City Council meetings and worksessions for the year of 2019.

Attachments:

None

Council Agenda Summary

January 15, 2019

Agenda Item Number 19

Title

Pulled Consent Agenda Items

Council Agenda Summary

January 15, 2019

Agenda Item Number 20

Key Staff Contact: Andy McRoberts, Culture, Parks and Recreation Director, 970-350-9425

Title:

Public hearing and final reading of an ordinance amending Chapter 9.44 of the Greeley Municipal Code to expand the Ban On Smoking in Public Places and Common Areas

Summary:

This is a summary and conclusion of information that has previously been presented to City Council at a work session on April 10, a regular meeting on June 5, and a subsequent work session again on November 13, 2018.

The City of Greeley's Municipal Code, Chapter 9.44, currently addresses "Banning Smoking in Places of Assembly". A slight modification in a proposed Ordinance amends this definition to "Public Places and Common Areas". The current Code already and specifically identifies public ball fields, pools, and arenas as smoke-free environments.

Since the spring of 2017, the Parks and Recreation Commission, the Greeley Youth Commission, and staff have discussed the merits of how best to approach smoke-free outdoor environments and the overwhelming consensus, previously, was to address parks in their entirety plus adding in other public outdoor areas – namely the City's natural areas and trails. A modification to the Greeley Municipal Code to that effect was thus prepared.

During an introduction of the proposed Ordinance amending the Greeley Municipal Code at the regular City Council meeting on June 5, 2018, Council expressed a desire to re-address the language of the Ordinance and Code revisions and not to be too broad in the prohibition of smoking. More specifically, Council expressed a desire to restrict smoking bans to defined areas within parks, but not parks in their entirety.

Youth Commission

Initially, the Greeley Youth Commission had chosen Aven's Village at Island Grove Regional Park as a site and program that they wanted to adopt for support and staff discussed with them an option to support banning smoking within playground areas. The Commissioners eagerly agreed and supported further exploration. They subsequently invited the Substance Use Prevention Program through the Weld County Department of Public Health and Environment to assist in a dialogue and process. Rachel Freeman, Substance Use Prevention Programs Coordinator and Kat Vantoruzzo, Tobacco Control Specialist, who have both worked with the Youth Commission previously, attended several Commission meetings and assisted the

students in developing their collective voice.

A draft of the original amendment of the Greeley Municipal Code was presented to the Commission for consideration at their March 26, 2018 regular meeting. This draft included the banning of smoking in all park, natural areas, and trails. At that time, the Youth Commissioners unanimously approved amendments to Code revisions with a vote of 8-0.

Since that time, the Commission has been informed of revised Code language to ban smoking specifically within defined areas within parks.

A representative from the Youth Commission will be present at the Final Hearing on January 15 to provide additional input for Council's consideration.

Opinion Survey

Recap - as was previously discussed and presented, a Tobacco Survey was also distributed to a voluntary sample of individuals at a number of community events throughout Greeley as well as through a number of social media sites. Surveying of community residents occurred November 20, 2017 to December 18, 2017. Both English and Spanish surveys were available to ensure that diverse views and opinions were captured.

During the sampling time, we collected a total of 1052 surveys. The majority of the respondents lived in Greeley (75%) and, overall, were not tobacco users (93%).

Furthermore, many of the respondents regularly visited parks with 60% of respondents indicating they used a Greeley park daily or at least once a week.

Surveys were also distributed and collected at various locations during the sampling time including the District 6 Employee Health Fair, Greeley FunPlex Dinky Dunkers Basketball games, Colorado Access Resource Fair, USAF Academy Band Concert at the UCCC, Tobacco Free Coalition of Weld County Facebook Page, District 6 Facebook Page, Frontier Academy Facebook Page, Goal Academy High School, and at Greeley Central High School.

Ages of respondents varied:

- 12 – 29 years old: 24%
- 30 – 64 years old: 60%
- 65 and older: 16%

From this voluntary survey, the overall impression indicated that 78% of all respondents agreed or strongly agreed that smoking should be prohibited within Greeley playgrounds (87% support) and parks (69% support). Furthermore, support to ban smoking in other public spaces include the following areas:

- Park Shelters 66%
- Trails 64%
- Natural Areas 56%
- Skate Parks 52%

In regards to an opposite point of view, 10% of the respondents, overall, did not support a prohibition of smoking in these public spaces.

In addition to the voluntary survey, an opportunity to offer a Signature of Support to ban smoking in these public spaces included a total of 540 signatures (as of 03/15/18 - of those signatures, 335, or 62%, are from Greeley residents).

Parks and Recreation Advisory Board

Information regarding the progress and development of revised Municipal Code language has been presented several times to the Parks and Recreation Advisory Board. In each case, the Board has been overall supportive of smoke-free environments within parks, natural areas, and trails. A draft of Code revisions was presented to the Board for consideration at their April 6, 2018 regular meeting and was approved for recommendation on a vote of 8 - 0.

Upon revising the language to reduce the scope of the prohibition of smoking within parks, the modified Code language presented in this packet was subsequently presented to the Board at their regular meeting on November 2, 2018. The Board engaged in dialogue regarding the modifications and offered overall support. With the modification to include playgrounds, splash parks, and skate parks as Public Places, the Board recommended adoption on a vote of 9-0.

It should be noted that the Board also desired to discuss other options for Council's consideration to add to the list of Public Places prohibiting smoking. The following are specific areas the Board considered to add to the list of Public Places and the Board's resultant vote in support/denial of these additions:

Outdoor Basketball Courts, Volleyball Courts, and Tennis Courts	9-0
Natural Areas	8-1
Trails	8-1
Off-leash Dog Parks	6-3

The discussion to add outdoor sports areas was a general concern and for the City to focus on providing healthy activity and the obvious contradictory nature of these healthy activities and the presence of smoking.

During the discussion of adding Natural Areas and Trails, the Board was very concerned about the potential for wild fires from discarded/lit cigarettes and was the driving force in their recommendation.

Upon further revisions to the drafted code changes, this latest version was presented to the Board on December 7, 2108. The Board was appreciative of the dialogue that has taken place and supports this latest version (although no formal vote was taken).

A representative from the Parks and Recreation Advisory Board will be present at the Final Hearing on January 15 to provide any additional input for Council's consideration.

Island Grove Advisory Board

Staff first presented information regarding a proposed draft Ordinance to the Island Grove Advisory Board on February 1, 2018. At that time, the Board requested two items:

- 1) Flexibility in applying the Ordinance to Island Regional Park
- 2) Communicate draft language to the Weld County Attorney's Office.

Both items were subsequently addressed.

The Island Grove Advisory Board met last on December 6, 2018 and was presented this final draft. Although there was respectable discussion and general support regarding the prohibition of smoking as presented, the Board did not make a specific recommendation as there was not an adequate quorum present to conduct a vote.

Public Health Benefits of Outdoor Smoke-Free Policies

Increasing community awareness of the harmful effects of tobacco products has led the community to accept, and expect the availability of smoke-free areas.

Smoke-free and vape-free outdoor places are beneficial for the following reasons:

1. Smoke-free and vape-free policies create a healthy community.
 - a. When youth see adults smoking in public places, they may be more likely to copy the behavior themselves, which could lead to a life of addiction.
 - b. Studies have found that smoke-free laws are effective when trying to prevent young people from smoking.
2. Smoke-free and vape-free policies protect and sustain the environment.
 - a. Smoking in outdoor public places produces significant cigarette litter, which pollutes the environment, harms wildlife and increases the risk for fires.
 - b. Cigarette butts are the most commonly littered item in the United States. This particular litter lasts for years and allows for more than 4,000 chemicals to seep into our soils and water supply.

Enforcement

Enforcement of the prohibition of smoking, in whatever final form, will take place through a variety of methods, not the least of which is to assist the general public in educating each other of such a ban and to provide the opportunity for social enforcement. It has been known that members of the general public will assist in the social enforcement of an issue that is an actual law in existence and where appropriate signage is present. Without a specific law in place, social enforcement does not carry "weight" and is rarely effective.

"No smoking" signage is the most common enforcement and communication strategy for outdoor smoke-free policies throughout Colorado. Most people will refrain from smoking when clear and visible smoke-free signage is in place.

Education is truly the key to enforcement of this ban in order to inform people when they may be in violation. In certain circumstances, Greeley PD may need to take stronger enforcement actions but that will only be done on a case by case basis as needed.

Staff will install signage to communicate messaging the new restrictions. The Ordinance also contains an effective date of April 1, 2019 in order to help educate the general public and install appropriate signage.

Other

The definition of "Public Places" has been modified to a specific list of places where the prohibition of smoking would take place – both existing and recommended new places.

In previous discussions and a general consensus among Council, the expansion of the prohibition of smoking will include playgrounds, skate parks, splash parks and outdoor sports courts as extensions of where youth congregate.

In addition, the proposed Municipal Code modification currently includes Section 9.44.055 - Exceptions. This Section is reserved as a placeholder if Council or staff would like to identify anything of specific nature as to alleviate any confusion over what is defined as Public Places or Common Areas. This ordinance was introduced at the December 18, 2018 Council meeting.

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	Yes
If yes, what is the initial, or, onetime impact?	Estimate - \$20,000
What is the annual impact?	There is not an anticipated annual impact other than potential replacement or additional signage as needed at various sites. This cost will be covered by existing maintenance funds.
What fund of the City will provide Funding?	General Fund
What is the source of revenue within the fund?	
Is there grant funding for this item?	No
If yes, does this grant require a match?	
Is this grant onetime or ongoing?	
Additional Comments:	

Legal Issues:

The City Attorney's Office, in conjunction with the Greeley Police Department, assisted in the drafting of all language and both are in full support of the Code revision. Previously, language included some language that differed as to a "buffer zone" for playgrounds and pools at a 50 perimeter and all other areas at a 25 perimeter/distance from the "public place". For consistency sake in enforcement and a common message to the public, staff is recommending that all defined areas have a common buffer distance of 25 feet.

Consideration of this matter is a legislative process which includes the following public hearing steps:

- 1) City staff presentation (if requested)
- 2) Council questions of staff
- 3) Public input (hearing opened, testimony - up to three minutes per person, hearing closed)
- 4) Council discussion

5) Council decision

Other Issues and Considerations:

In a 2016 national survey, the National Recreation and Park Association found that approximately 79% of all Americans supported policies that prohibit the use of tobacco products at public parks nationwide. The result was even higher by those who were parents with support at 87%.

Applicable Council Goal or Objective:

Image – Healthy Neighborhoods, Youth Success and Quality of Life
Infrastructure and Growth – Environmental Infrastructure

Decision Options:

- 1) Adopt the ordinance as presented; or
- 2) Amend the ordinance and adopt as amended; or
- 3) Deny the ordinance; or
- 4) Continue consideration of the ordinance to a date certain.

Council's Recommended Action:

A motion to adopt the ordinance and publish with reference to title only.

Attachments:

Ordinance

Copy of Redline Amendments to Chapter 9.44 of the Greeley Municipal Code

Clean copy of the recommended final version of Chapter 9.44 of the Greeley
Municipal Code

CITY OF GREELEY, COLORADO

ORDINANCE NO. _____, 2019

INTRODUCTION AND FIRST READING OF AN ORDINANCE AMENDING CHAPTER 9.44 OF THE GREELEY MUNICIPAL CODE TO EXPAND THE BAN ON SMOKING IN PUBLIC PLACES AND COMMON AREAS.

WHEREAS, Chapter 9.44 of the Greeley Municipal Code currently prohibits smoking or the carrying of any lighted smoking instrument, including electronic smoking devices, in certain public places and common areas as defined in the Chapter; and

WHEREAS, when Chapter 9.44 was enacted, the Greeley City Council specifically set forth (in Section 9.44.010) its intent in banning smoking in places of assembly by finding that “[m]edical science has determined that smoking and secondhand smoke [are] leading health problem[s] throughout the United States. Secondhand smoke has been identified as a Class A carcinogen, and there is no safe level of exposure.”

WHEREAS, the City Council further provided in Section 9.44.010, its intent in enacting Chapter 9.44 was “to protect the health, safety, comfort and welfare of Greeley citizens from the harmful effects of secondhand smoke by banning smoking in all places where people are likely to gather in close proximity to one another and to enhance the existing health protections provided under the law.”

WHEREAS, the Colorado School of Public Health conducted a “gap analysis” of Chapter 9.44 which resulted in suggested added protections from the harmful effects of smoking and secondhand smoke that could be provided in Chapter 9.44; and

WHEREAS, in response to those suggestions, the City Council has determined that certain definitions in Section 9.44.020 should be clarified and expanded and that the smoking ban in Section 9.44.030 should be expanded to include 25 feet in any direction of defined Public Places and Common Areas.

WHEREAS, in addition the City Council has taken this opportunity to correct some syntactical errors throughout Chapter 9.44.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF GREELEY, COLORADO:

Section 1. Chapter 9.44 of the Greeley Municipal Code shall be amended as shown on “Exhibit A,” which is attached to this Ordinance and incorporated herein by this reference.

Section 2. This ordinance shall become effective on April 1, 2019.

PASSED AND ADOPTED, SIGNED AND APPROVED THIS 15th DAY OF
JANUARY, 2019.

ATTEST:

THE CITY OF GREELEY, COLORADO

City Clerk

By: _____
Mayor

Chapter 9.44

Banning Smoking in Public Places and Common Areas of Assembly

9.44.010 Intent.

Medical science has determined that smoking and secondhand smoke ~~are~~ is a leading health ~~problems~~ problem throughout the United States. Secondhand smoke has been identified as a Class A carcinogen, and there is no safe level of exposure. It is the intent of this Chapter to protect the health, safety, comfort and welfare of Greeley citizens from the harmful effects of secondhand smoke by banning smoking in all places where people are likely to gather in close proximity to one another and to enhance the existing health protections provided under the law. ~~(Ord. 66, 2003, §2)~~

9.44.020 Definitions.

For the purposes of this Chapter, the following terms, ~~phrases, words~~ and their derivatives shall have the meanings given in this Section, except where the context clearly requires a different meaning:

Common Areas ~~area~~ means lobbies, hallways ~~lobby, hallway~~, elevators, rest rooms ~~room~~ or other enclosed indoor areas ~~area~~ where people are likely to gather in close proximity. Common Areas include the Entrance/Exit.

Electronic Smoking Device ~~smoking device~~ means an electric or battery-operated device that, when activated, emits a vapor, aerosol, or smoke, or ~~which~~ can be used to deliver substances, including but not limited to, nicotine, ~~tobacco,~~ or any other substance ~~marijuana~~, to the person using the ~~such~~ device. Electronic Smoking Device shall include, without limitation, inhalant delivery systems such as electronic cigarettes, e-cigars, e-cigarillos, e-pipes, vape pens, and hookahs, or any similar product by any other name or descriptor. Electronic Smoking Device includes any component, part, or accessory of the device whether or not sold separately.

Entrance/Exit means the passageway by which people may enter or exit a building or facility, typically consisting of a door or doorway. Entrance/Exit includes the stoop, steps, or ramp leading from the sidewalk or pavement to a door or doorway.

Lighted means to illuminate by electricity, battery or fire; to ignite, by electricity, battery or fire; to burn ~~or by electricity, battery or fire; or to~~ emit light by electricity, battery or fire.

Public Places ~~Place~~ means any areas ~~enclosed area~~ to which the general public ~~people~~ is ~~are~~ invited or in which ~~people are~~ permitted, specifically including, but not limited to: retail food production or marketing establishments, restaurants, taverns, banks, theater ~~theatres~~, waiting rooms, meeting rooms, reception areas, businesses, libraries, meeting rooms, places of business, educational facilities, libraries, health care facilities, transportation facilities, and recreational facilities such as bowling alleys, bingo halls, and ~~private clubs~~, facilities providing music or sporting events. Public Places and transportation facilities. A private residence or vehicle is not a place regulated under this Chapter. Place shall also mean outdoor ~~public ball fields, pools or splash parks, arenas, skate parks, park pavilions/shelters, outdoor sports courts, and playgrounds, and outdoor publicly owned areas where seating is provided and within fifty (50) feet of such seating when "no smoking" signs are posted. This includes but is not limited to Island Grove Arena~~

Pool means any City owned or privately owned and operated swimming pool facility and shall include the swimming pool itself and all adjacent areas which are considered part of the swimming facility. Pool shall not mean residential or residential complex pools.

Private club means an establishment which has a membership and/or dues in order for a person to be admitted to the premises.

Public ball field means any City owned recreation facility with public seating which is used for either the playing of games or practice of such games.

~~Restaurant means an establishment licensed as a hotel/restaurant under the liquor laws of the State, or an establishment whose principal business is the retail sale of prepared food and beverages and has seating for on-premises consumption of food inside a building or structure.~~

~~Smoke or Smoking~~ means and includes, but is not limited to:

(1) The carrying or placing of a ~~L~~ighted ~~S~~smoking ~~I~~nstrument or an ~~E~~lectronic ~~S~~smoking ~~D~~evice in one's mouth for the purpose of inhaling or exhaling smoke or vapor or blowing smoke rings;

(2) The placing of a ~~L~~ighted ~~S~~smoking ~~I~~nstrument or an ~~E~~lectronic ~~S~~smoking ~~D~~evice in an ashtray or other receptacle, and allowing smoke or vapor to diffuse in the air;

(3) The possession, carrying or placing of a ~~L~~ighted ~~S~~smoking ~~I~~nstrument or an ~~E~~lectronic ~~S~~smoking ~~D~~evice in one's hands or any appendage or device and allowing smoke or vapor to diffuse in the air; or

(4) The inhaling or exhaling of smoke or vapor from a ~~L~~ighted ~~S~~smoking ~~I~~nstrument or ~~E~~lectronic ~~S~~smoking ~~D~~evice.

~~Smoking Instrument~~ means an instrument of any kind which can be used to deliver substances, including but not limited to, nicotine, tobacco, or marijuana, to the person using such instrument. Smoking ~~I~~nstrument shall include, without limitation, cigarettes, cigars, cigarillos, pipes, and hookahs. Smoking ~~I~~nstrument shall specifically include ~~E~~lectronic ~~S~~smoking ~~D~~evices.

~~Tavern means an establishment licensed as a tavern under the liquor law of the State. (Ord. No. 1, 2015, § 1(Exh. A), 1-20-2015; Ord. 66, 2003, §2)~~

9.44.030 Ban.

~~Smoking is prohibited in Public Places or Common Areas as defined by this Chapter and within twenty-five (25) feet in any direction of a Public Place or Common Area, except that smoking is prohibited within fifty (50) feet of a playground or pool. Smoking is also prohibited anywhere designated by the City of Greeley by posting a sign using the words "No Smoking" or the international "no smoking" symbol.~~

~~No person shall smoke or carry any lighted smoking instrument in a place or common area as defined by this Chapter or in any place the Fire Marshal prohibits smoking. (Ord. 66, 2003, §2)~~

9.44.040 Signs prohibiting smoking.

~~To advise people that smoking is banned in Publicall Places and Common Areas, the City, owner, lessee, ~~or~~ manager or person in charge of a Public Place or Common Area may where smoking is banned shall post a sign using the words "No Smoking" or the international "no smoking" symbol. The "No Smoking" signs shall use letters no less than one (1) inch high or International "no smoking" symbols shall be no less than three (3) inches high. Such signs shall include the notice "No smoking within 25 feet of this area" or similar. Notwithstanding this provision, the absence of such signs shall not be a defense to a charge of a violation of this Chapter. ~~(Ord. 66, 2003, §2)~~~~

9.44.050 Responsibilities of proprietors.

~~No owner, lessee, manager or person in charge of a Public Place common area or Common Area place shall, with respect to such place or area, fail to inform: (1) Post appropriate signs, as required by Section 9.44.040. (2) Ask people that are smoking to refrain from smoking is prohibited in the Public Place any "no smoking" area or Common Area place. ~~(Ord. 66, 2003, §2)~~~~

9.44.055 Exceptions.

9.44.060 Enforcement.

~~(1a) The following The City Manager or the City Manager's designee shall be responsible for enforcing ensuring compliance with this Chapter: Greeley Police Officers, other law enforcement agents, Greeley Code Compliance Inspectors, or the City Manager's designee(s) with regard to facilities which are owned, operated or leased by the City.~~

~~(2b) ViolationsAny person convicted of violating any provision of this Chapter shall, upon conviction, be deemed misdemeanor infractions punishable pursuant to Chapter 1.32 of this Code.~~

~~(3) Each punished by a fine of not more than three hundred dollars (\$300.00) for each separate offense, and may be enjoined from any further or continued violation. Imprisonment shall constitute a separate infraction. (Ord. 66, 2003, §2)~~

9.44.070 Exceptions

9.44.080 Right of Action.

Except as otherwise provided, enforcement of this Chapter is within the sole discretion of the City. Nothing in this Chapter shall create a right of action in any person against the City or its agents to compel public enforcement of this Chapter against private parties.

9.44.090 Severability.

It is the intent of this Chapter to supplement, not duplicate or contradict, applicable state and federal law and it shall be construed consistently with that intention.

Chapter 9.44

Banning Smoking in Public Places and Common Areas

9.44.010 Intent.

Medical science has determined that smoking and secondhand smoke are leading health problems throughout the United States. Secondhand smoke has been identified as a Class A carcinogen, and there is no safe level of exposure. It is the intent of this Chapter to protect the health, safety, comfort and welfare of Greeley citizens from the harmful effects of secondhand smoke by banning smoking in all places where people are likely to gather in close proximity to one another and to enhance the existing health protections provided under the law.

9.44.020 Definitions.

For the purposes of this Chapter, the following terms and their derivatives shall have the meanings given in this Section, except where the context clearly requires a different meaning:

Common Areas means lobbies, hallways, elevators, rest rooms or other enclosed indoor areas where people are likely to gather in close proximity. Common Areas include the Entrance/Exit.

Electronic Smoking Device means an electric or battery-operated device that, when activated, emits a vapor, aerosol, or smoke, or can be used to deliver nicotine or any other substance to the person using the device. Electronic Smoking Device shall include, without limitation, inhalant delivery systems such as electronic cigarettes, e-cigars, e-cigarillos, e-pipes, vape pens, hookahs, or any similar product by any other name or descriptor. Electronic Smoking Device includes any component, part, or accessory of the device whether or not sold separately.

Entrance/Exit means the passageway by which people may enter or exit a building or facility, typically consisting of a door or doorway. Entrance/Exit includes the stoop, steps, or ramp leading from the sidewalk or pavement to a door or doorway.

Lighted means to illuminate, ignite, burn or emit light by electricity, battery or fire.

Public Places means areas to which the general public is invited or permitted, specifically: restaurants, taverns, banks, theaters, waiting rooms, meeting rooms, reception areas, businesses, libraries, educational facilities, health care facilities, transportation facilities, and recreational facilities such as bowling alleys, bingo halls, and facilities providing music or sporting events. Public Places shall also mean public ball fields, pools or splash parks, arenas, skate parks, park pavilions/shelters, outdoor sports courts, and playgrounds.

Smoking means and includes, but is not limited to:

(1) The carrying or placing of a Lighted Smoking Instrument or an Electronic Smoking Device in one's mouth for the purpose of inhaling or exhaling smoke or vapor or blowing smoke rings;

(2) The placing of a Lighted Smoking Instrument or an Electronic Smoking Device in an ashtray or other receptacle, and allowing smoke or vapor to diffuse in the air;

(3) The possession, carrying or placing of a Lighted Smoking Instrument or an Electronic Smoking Device in one's hands or any appendage or device and allowing smoke or vapor to diffuse in the air; or

(4) The inhaling or exhaling of smoke or vapor from a Lighted Smoking Instrument or Electronic Smoking Device.

Smoking Instrument means an instrument of any kind which can be used to deliver substances, including but not limited to, nicotine, tobacco, or marijuana, to the person using such instrument. Smoking Instrument shall include, without limitation, cigarettes, cigars, cigarillos, pipes, and hookahs. Smoking Instrument shall specifically include Electronic Smoking Devices.

9.44.030 Ban.

Smoking is prohibited in Public Places or Common Areas as defined by this Chapter and within twenty-five (25) feet in any direction of a Public Place or Common Area. Smoking is also prohibited anywhere designated by the City of Greeley by posting a sign using the words “No Smoking” or the international “no smoking” symbol.

9.44.040 Signs prohibiting smoking.

To advise people that smoking is banned in Public Places and Common Areas, the City, owner, lessee, manager or person in charge of a Public Place or Common Area may post a sign using the words “No Smoking” or the international “no smoking” symbol. The signs shall use letters no less than one (1) inch high or symbols no less than three (3) inches high. Such signs shall include the notice “No smoking within 25 feet of this area” or similar. Notwithstanding this provision, the absence of such signs shall not be a defense to a charge of a violation of this Chapter.

9.44.050 Responsibilities of proprietors.

No owner, lessee, manager or person in charge of a Public Place or Common Area shall fail to inform people that smoking is prohibited in the Public Place or Common Area.

9.44.055 Exceptions.

9.44.060 Enforcement.

(1) The following shall be responsible for enforcing this Chapter: Greeley Police Officers, other law enforcement agents, Greeley Code Compliance Inspectors, or the City Manager’s designee(s).

(2) Violations of this Chapter shall be deemed misdemeanor infractions punishable pursuant to Chapter 1.32 of this Code.

(3) Each violation shall constitute a separate infraction.

9.44.070 Exceptions

9.44.080 Right of Action.

Except as otherwise provided, enforcement of this Chapter is within the sole discretion of the City. Nothing in this Chapter shall create a right of action in any person against the City or its agents to compel public enforcement of this Chapter against private parties.

9.44.090 Severability.

It is the intent of this Chapter to supplement, not duplicate or contradict, applicable state and federal law and it shall be construed consistently with that intention.

Council Agenda Summary

January 15, 2019

Agenda Item Number 21

Key Staff Contact: Joel Hemesath, Public Works Director, 970-350-9795

Title:

Public hearing and final reading of an ordinance authorizing the acquisition of interests in real property located in the City of Greeley for road improvements by purchase or exercise of power of eminent domain pursuant to Section 7 of Article XVI, Section 15 of article II, and Sections 1 and 6 of Article XX of the Colorado Constitution and Colorado Revised Statute § 38-1-101, et seq. (47th Avenue Turn Lane and Centerplace Drive Turn Lane Projects)

Summary:

This ordinance authorizes the acquisition of property interests by purchase or by exercise of power of eminent domain, if deemed necessary, required to construct the 47th Avenue Turn Lane and Centerplace Drive Turn Lane Projects.

Improvements along 47th Ave and Centerplace Drive entering into the Centerplace Shopping Center were identified in an effort to increase safety, reduce delays, and improve traffic flow along 47th Ave and Centerplace Drive. These improvements will additionally reduce congestion along the corridors.

The Project will require the acquisition of tracts of fee simple right of way and temporary easements along 47th Avenue and Centerplace Drive at the entrances to the Centerplace Shopping Area. City staff have begun discussions with owners within the project area. As the Project progresses, staff will continue to work with owners to meet the goals of the project, address site considerations, and acquire the property interests necessary for the project. Staff fully intends to negotiate in good faith and follow a uniform acquisition process for all affected owners; however, if an agreement cannot be reached, and in order to meet the schedule and budget requirements of the project, the City may consider the use of eminent domain. This ordinance was introduced at the December 18, 2018 Council meeting.

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley?	Yes
If yes, what is the initial, or, onetime impact?	Unknown, to be negotiated
What is the annual impact?	None
What fund of the City will provide Funding?	320 - Faster
What is the source of revenue within the fund?	State collection of fees from license plates and a portion passed onto the City
Is there grant funding for this item?	No

If yes, does this grant require a match?	
Is this grant onetime or ongoing?	
Additional Comments:	

Legal Issues:

The Colorado Constitution and the Greeley Municipal Code authorize the City to acquire interests in real property for public purposes, including by eminent domain when deemed necessary.

Consideration of this matter is a legislative process which includes the following public hearing steps:

- 1) City staff presentation (if requested)
- 2) Council questions of staff
- 3) Public input (hearing opened, testimony - up to three minutes per person, hearing closed)
- 4) Council discussion
- 5) Council decision

Other Issues and Considerations:

None

Applicable Council Goal or Objective:

Image – Appealing community entryways & corridors

Safety – Traffic Safety

Infrastructure & Growth – Public facilities and equipment

Decision Options:

- 1) Adopt the ordinance as presented; or
- 2) Amend the ordinance and adopt as amended; or
- 3) Deny the ordinance; or
- 4) Continue consideration of the ordinance to a date certain.

Council's Recommended Action:

A motion to adopt the ordinance and publish with reference to title only.

Attachments:

Ordinance

Exhibit A – Property Ownership Map

Conceptual Plan Drawing – 47th Avenue Turn Lane and Centerplace Drive turn Lane Projects

THE CITY OF GREELEY, COLORADO

ORDINANCE NO. ____, 2019

AN ORDINANCE AUTHORIZING THE CITY OF GREELEY TO ACQUIRE INTERESTS IN REAL PROPERTY LOCATED IN GREELEY, COLORADO FOR ROAD IMPROVEMENTS AND ASSOCIATED FACILITIES BY PURCHASE OR EXERCISE OF THE POWER OF EMINENT DOMAIN, PURSUANT TO SECTION 7 OF ARTICLE XVI, SECTION 15 OF ARTICLE II, AND SECTIONS 1 AND 6 OF ARTICLE XX OF THE COLORADO CONSTITUTION AND COLORADO REVISED STATUTES § 38-1-101, ET SEQ. (47TH AVENUE TURN LANE AND CENTERPLACE DRIVE TURN LANE PROJECTS)

WHEREAS, the City of Greeley (“City”) is a Colorado home-rule municipality authorized by Article II, Section 15, and Article XX, Sections 1 and 6 of the Colorado Constitution, as affirmed by the City’s Charter, Sections 1-3, to exercise the power of eminent domain to acquire real property to construct, operate and maintain transportation systems and other public works and everything required to do so, with the payment of just compensation; and,

WHEREAS, Article 15 of Title 31, and Article I of Title 38, Colorado Revised Statutes, provide statutory authority and procedures for the exercise of the power of eminent domain by the City; and

WHEREAS, the City has determined that the public infrastructure improvements to 47th Avenue and Centerplace Drive by the City are needed for improved safety, to reduce delays, and improve traffic flow along 47th Ave and Centerplace Drive entering into the Centerplace Shopping Center.; and

WHEREAS, in order to complete the project the City must acquire additional real property;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREELEY, COLORADO:

Section 1. The City Council hereby finds and determines that it is in the interest of the health, safety and welfare of the public, serves a public purpose, and is necessary, to acquire, through the exercise of the power of eminent domain, the property generally described on Exhibit A attached hereto and incorporated by reference herein, for improvements to 47th Avenue and Centerplace Drive (“Property”), for improved safety, to reduce delays, and improve traffic flow.

Section 2. Should City staff be unsuccessful in negotiating a mutual agreement for the purchase of the Property, the City Council hereby directs City staff to begin acquisition by eminent domain, including, but not limited to, obtaining immediate possession of the Property, pursuant to the above-named statutes.

Section 3. The City Council hereby ratifies any previous actions by City staff in providing notice of the City's intent to acquire the Property and extending an offer to purchase the Property. Nothing contained in this ordinance shall be construed as precluding or preventing continued good faith negotiations by City staff in an effort to purchase the Property.

Section 4. This ordinance shall take effect five (5) days after its final publication as provided by the City's Charter, Section 3-16.

PASSED AND ADOPTED, SIGNED AND APPROVED this 15th day of January, 2019.

ATTEST:

THE CITY OF GREELEY, COLORADO

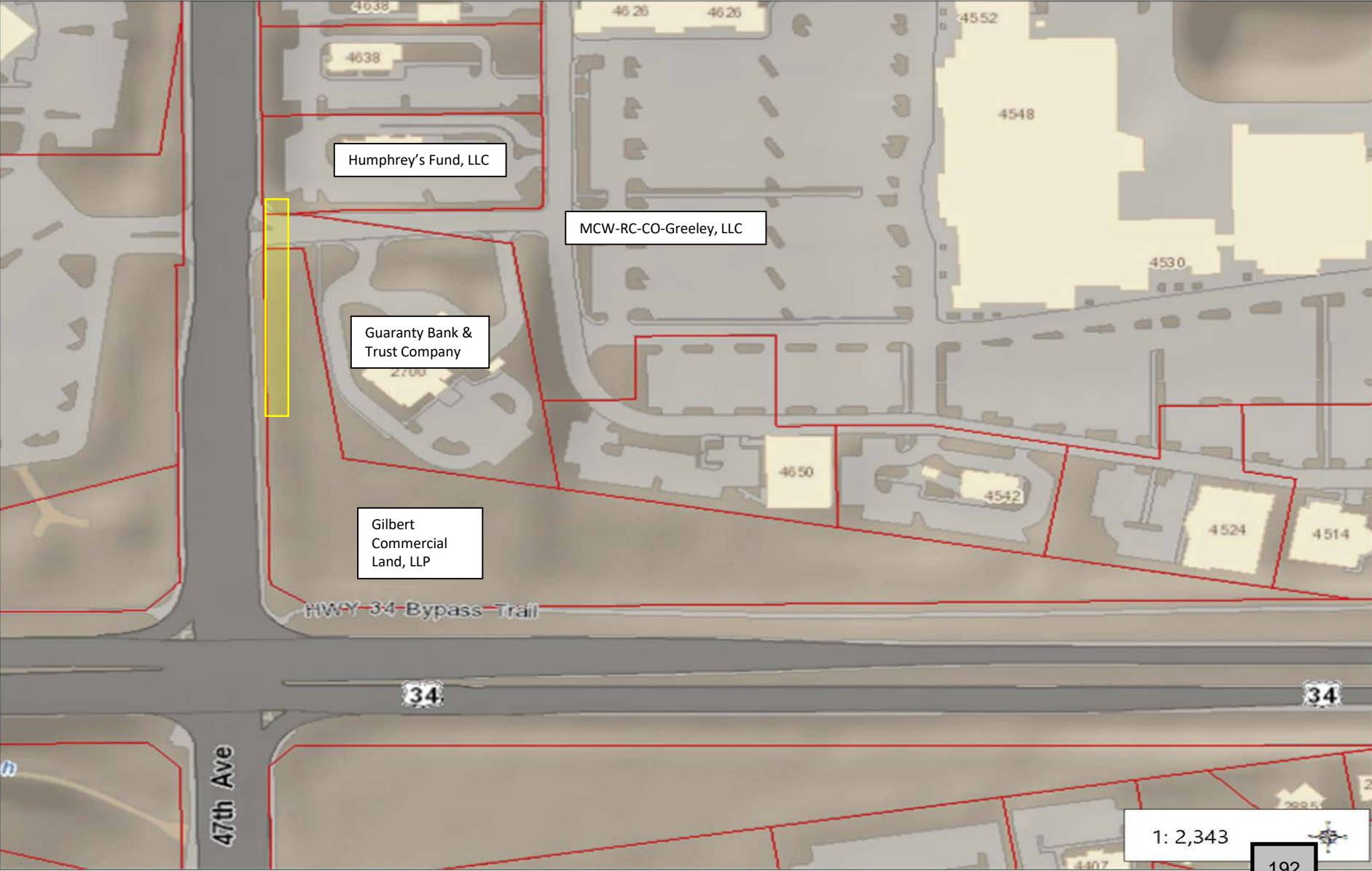
City Clerk

Mayor



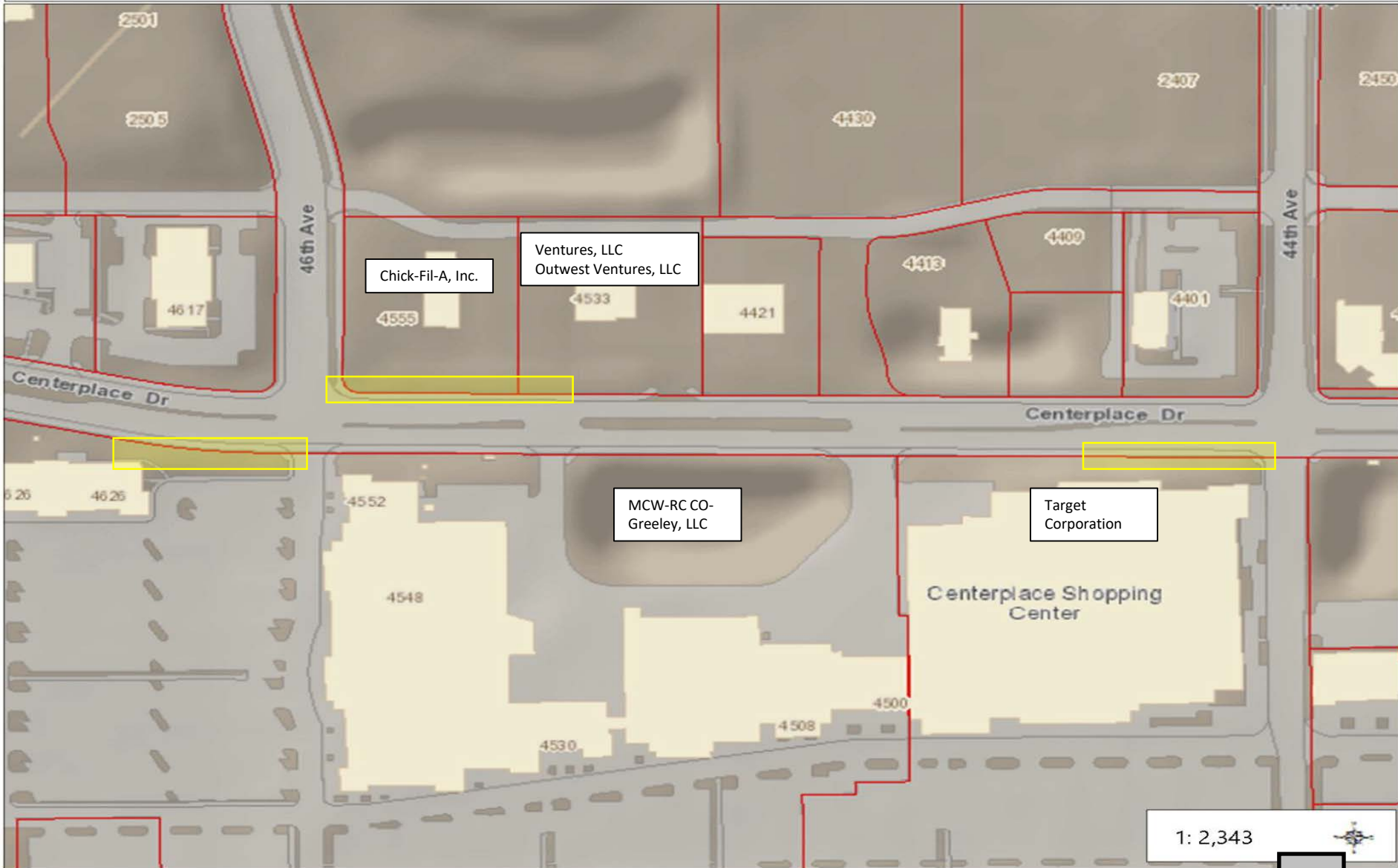
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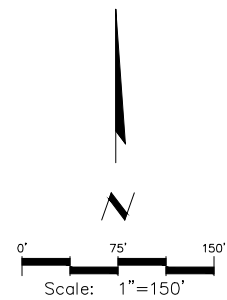
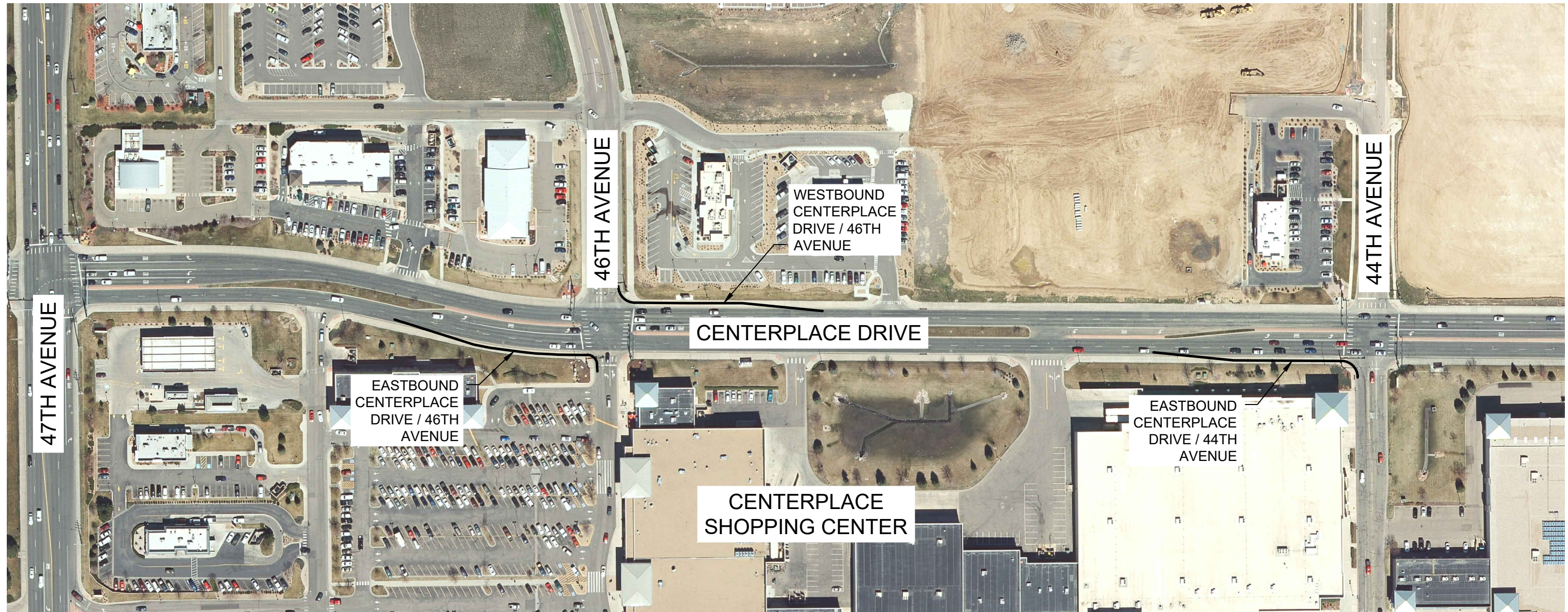




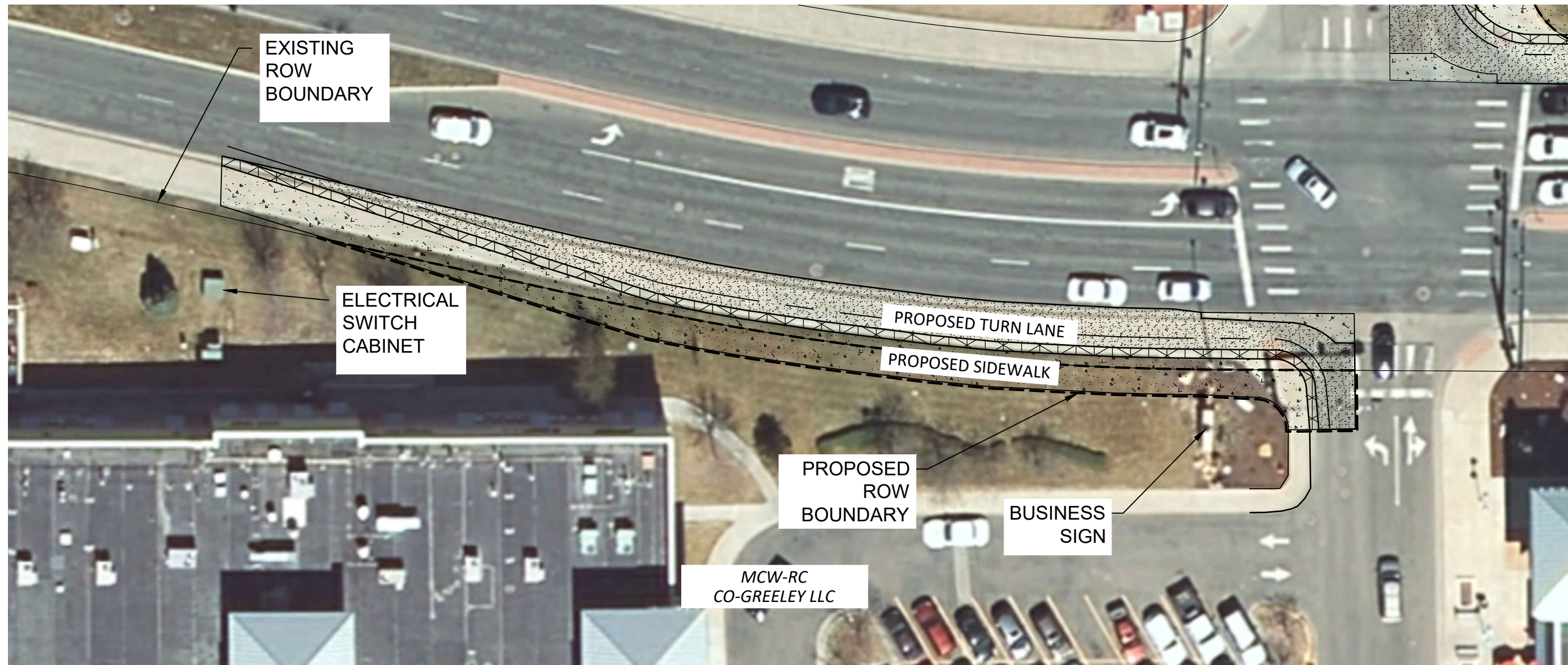
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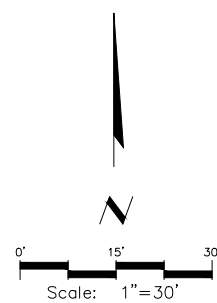


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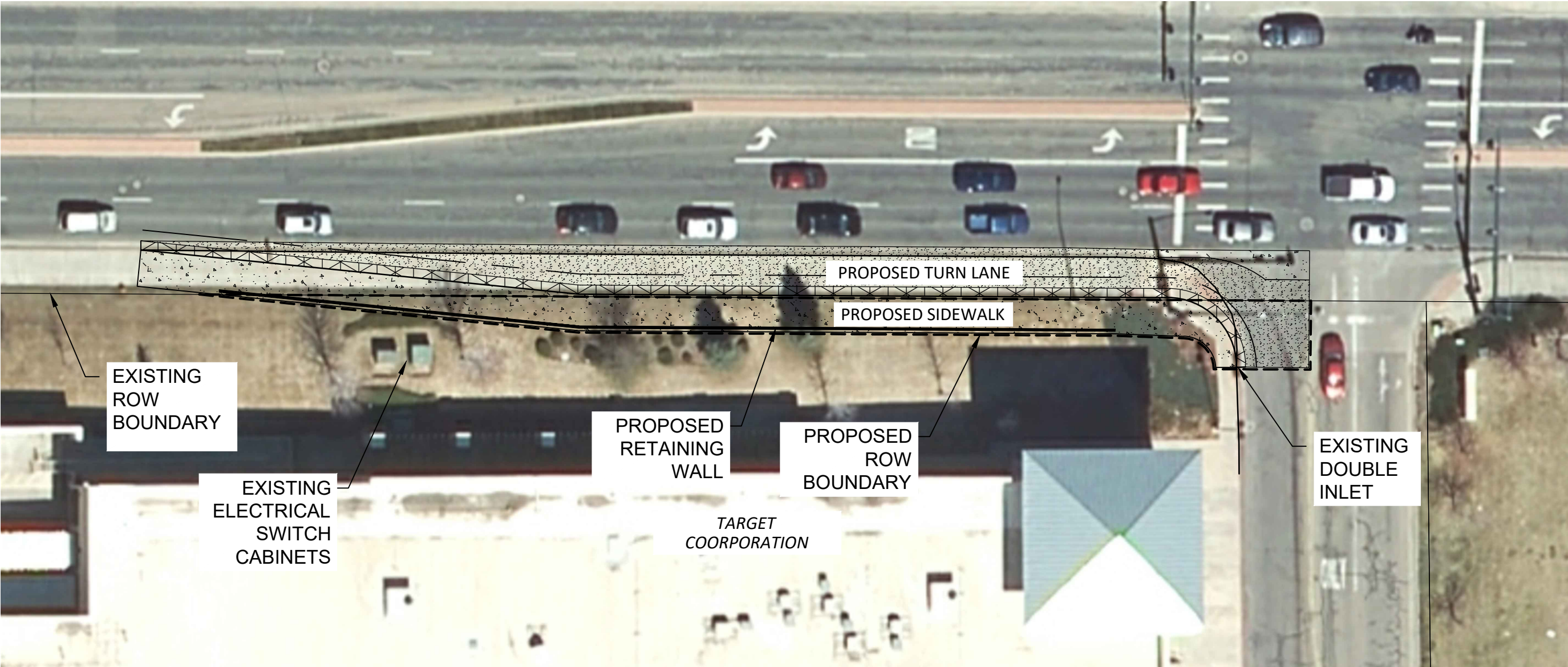


LEGEND

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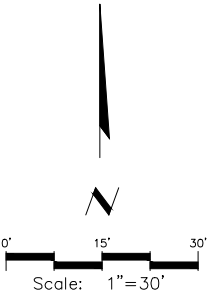


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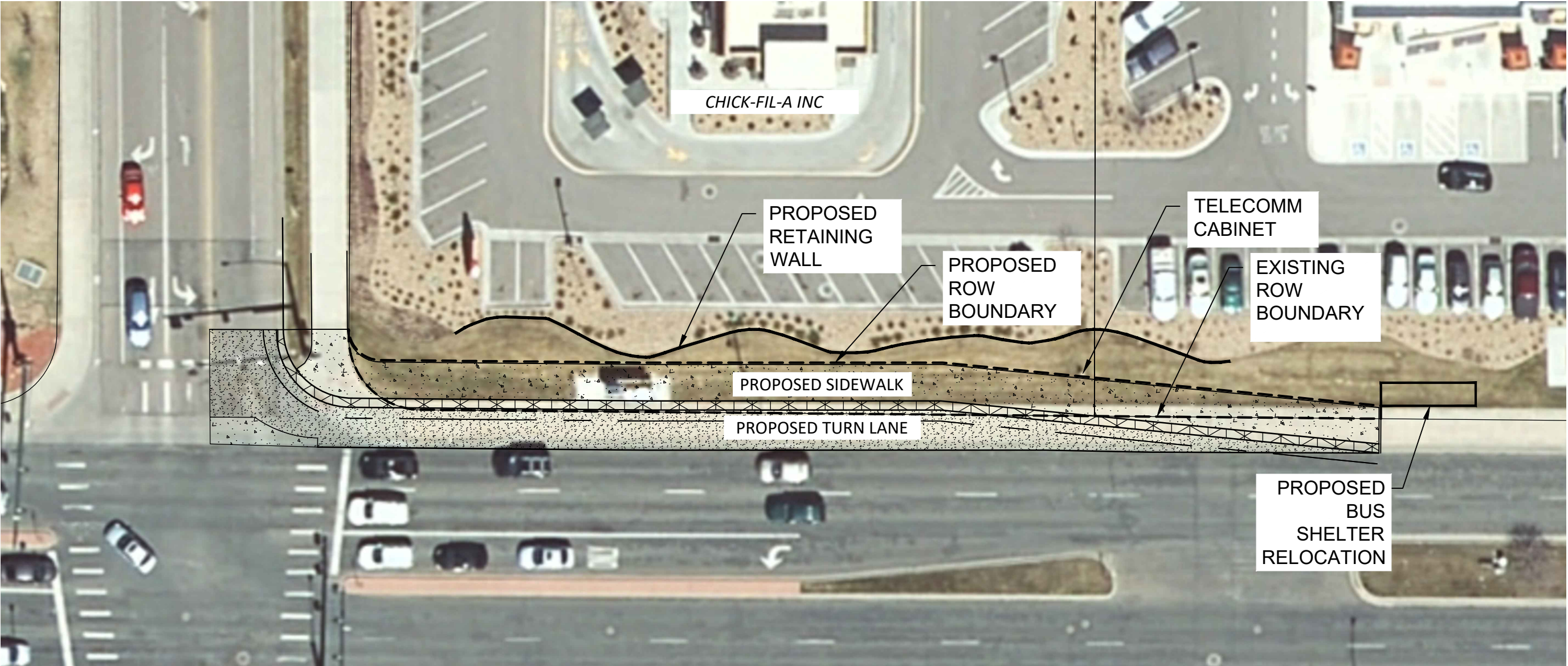


LEGEND

----- PROPOSED ROW BOUNDARY

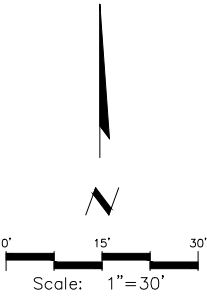


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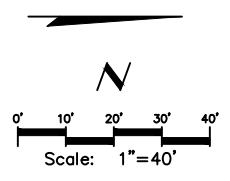
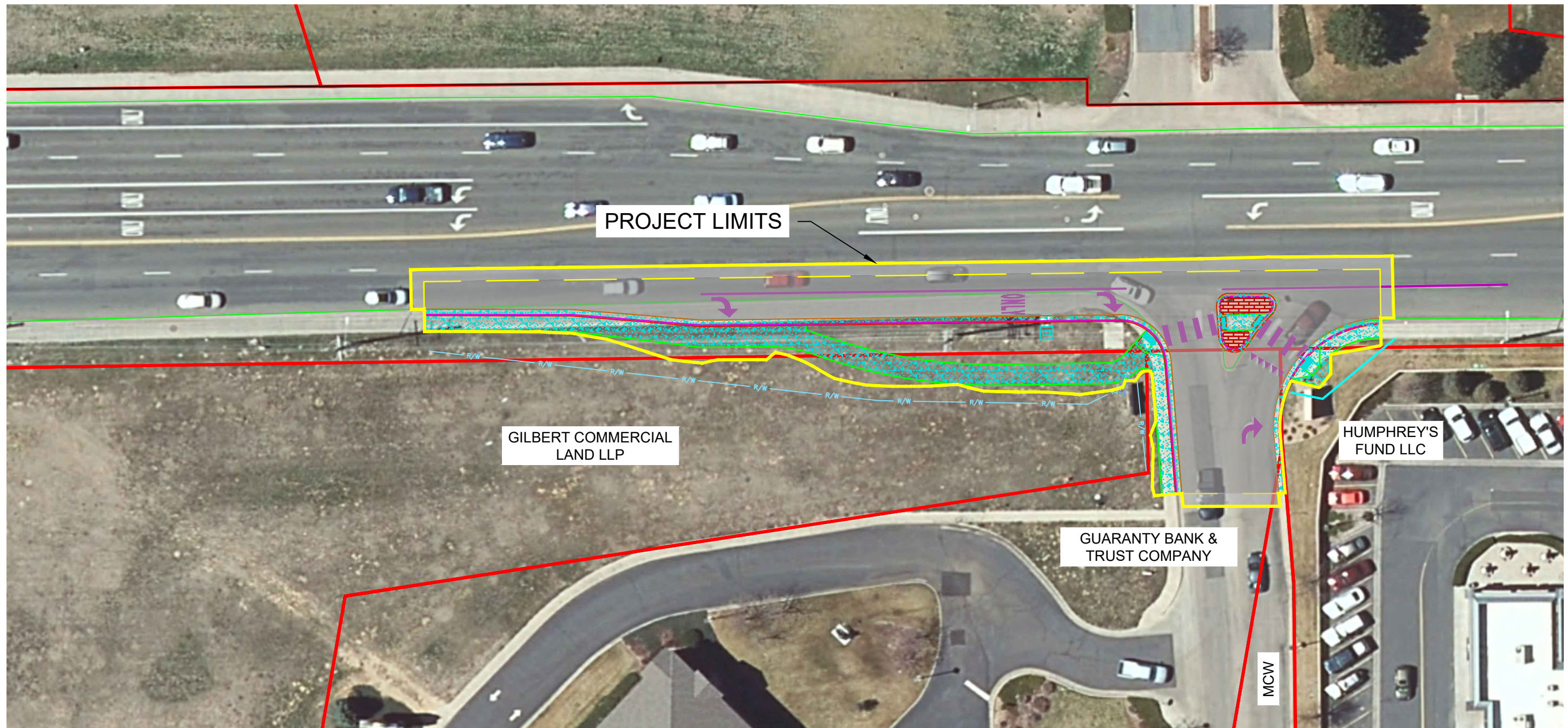


LEGEND

----- PROPOSED ROW BOUNDARY



Drawing Date: 3/6/2018 9:43:38 AM Drawing File Name: 01_Proposed Plans-RFP.dwg		Sheet Revisions			PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION 1001 NINTH AVENUE GREELEY, COLORADO 80631 greeleygov.com/engineering	As Constructed No Revisions: Revised: Void:	Proposed Plan Westbound 46th Avenue Centerplace Turn Lane Improvements	Project No./Code
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GREELEY, COLORADO
 PUBLIC WORKS DEPARTMENT
 ENGINEERING DIVISION
 1001 NINTH AVENUE
 GREELEY, COLORADO 80631
 greeleygov.com/engineering

Council Agenda Summary

January 15, 2019

Agenda Item Number 22

Key Staff Contact: Betsy Holder, City Clerk, 970-350-9742

Title:

Appointment of applicants to the Commission on Disabilities

Summary:

Council appointment is needed to the above-mentioned board due to vacancies and term expirations. Staff continues to actively recruit to fill all vacant positions.

Legal Issues:

The City Attorney's Office reviewed the applications and advised of potential conflicts of interest.

It should be noted that there is a possibility that the applicants currently serve as a volunteer on a board or commission besides the one they are applying to. It is also important to point out to the applicants that there are always potential conflicts that exist with business and investments, current jobs or relatives and family members coming before the Board or Commission.

Should such conflicts arise, the Board or Commission member simply excuses themselves from that particular item but such a potential conflict does not preclude anyone from serving on a Board or Commission in general, just that particular agenda item.

Other Issues and Considerations:

Not applicable.

Applicable Council Goal or Objective:

Infrastructure & Growth – Establish the capital & human infrastructure to support & maintain a safe, competitive, appealing, and dynamic community.

Decision Options:

- 1) Appoint or reappoint the individuals to serve on applicable board or commission;
or
- 2) Direct staff to re-advertise applicable vacancy.

Council's Recommended Action:

No motion is necessary. The City Council's Policies and Protocol authorize appointment of Board and Commission members by written ballot, which can be used in lieu of a motion or voice vote for individual or multiple appointments. This policy was adopted by Council as a time-savings measure. Accordingly, a ballot is attached for Council's use in making appointments. Candidates receiving a majority

vote (at least 4 votes) are appointed with no further action needed by Council.

Attachments:

- Ballot
- January 2019 Boards and Commissions Transmittal Summary



Applicants for the boards and/or commission listed below are in alphabetical order and recommendations from the interviewing team of Councilmembers are shown in bold.

***** BALLOT *****

Commission on Disabilities	
<i>2 Vacancies</i>	
<input type="checkbox"/>	PHIL BREWER
<input type="checkbox"/>	Lori Chevront
<input type="checkbox"/>	PATRICK KELLY
<input type="checkbox"/>	(Recruit For Additional Applicants)

(I) = Incumbent

Boards & Commissions Transmittal

January 4, 2019

Key Staff Contact: Jerry Harvey, Assistant City Clerk, 350-9746

Interview Date

January 10, 2019

Council Interview Team

Councilmembers Caseday and Fitzsimmons

Council Appointment Date

January 15, 2019

Boards and Commissions Being Interviewed

- **Commission on Disabilities**

Council's Recruitment and Qualifications Policy

General recruitment efforts shall be made with special measures being taken to balance ward representation and attract minority and special population applicants. Generally, volunteers will be limited to serving on one board or commission at a time. (14.2. (c)(2) City Council, Policies and Protocol)

Demographic information of existing board members and any specialty requirements are contained within the attached Membership Rosters.

Legal Issues

The City Attorney's Office reviewed the applications and the attached memorandum addresses any potential conflicts of interest.

It should be noted that there is a possibility that the applicants currently serve as a volunteer on a board or commission besides the one they are applying to. It is also important to point out to the applicants that there are always potential conflicts that exist with business and investments, current jobs or relatives and family members coming before the Board or Commission.

Should such conflicts arise, the Board or Commission member simply excuses themselves from that particular item but such a potential conflict does not preclude anyone from serving on a Board or Commission in general, just that particular agenda item.

Applicable Council Goal or Objective

Infrastructure & Growth – Establish the capital & human infrastructure to support & maintain a safe, competitive, appealing, and dynamic community.

Decision Options

1. Recommend candidates for appointment; or
2. Direct staff to re-advertise applicable vacancy.

Attachments

1. Interview Schedule
2. Conflict Memorandum from City Attorney's Office
3. Sample Ballot
4. Membership Rosters for above mentioned Boards and Commissions
5. Applications of those being considered for interview and/or considered for appointment

Transmittal reviewed by:  Roy Otto, City Manager

 Betsy Holder, City Clerk

Council Agenda Summary

January 15, 2019

Agenda Item Number 23

Title

Scheduling of Meetings, Other Events

Summary

During this portion of the meeting the City Manager or City Council may review the attached Council Calendar or Worksession Schedule regarding any upcoming meetings or events.

Attachments

Council Meetings/Other Events Calendar
Council Meeting/Worksession Schedule

January 2019							February 2019						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5						1	2
6	7	8	9	10	11	12	3	4	5	6	7	8	9
13	14	15	16	17	18	19	10	11	12	13	14	15	16
20	21	22	23	24	25	26	17	18	19	20	21	22	23
27	28	29	30	31			24	25	26	27	28		

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Jan 13	14 3:30pm Citizen of the West Award Dinner (National Western Stock Show Event Center Paddock & Arena, 1515 E. 47th Avenue, Denver) - Council Master Calendar	15 6:30pm City Council Meeting (1001 11th Avenue)	16 7:30am Visit Greeley (Fitzsimmons) 2:00pm Water & Sewer Board (Gates)	17 7:30am DDA (Casseday/Smail) 3:30pm Airport Authority (Casseday/Payton)	18	19 10:00am City Chat with Councilmember Suniga (TBD)
20	21 9:45am MLK Day March and Celebration (2101 10th Avenue (See details below for March and Celebration info)) - Council Master Calendar	22 5:00pm City Council Worksession (1001 11th Avenue)	23	24 5:00pm Boards and Commissions Appreciation Reception (Monfort Concert Hall Stage, UCCC) - Council Master Calendar	25	26
27	28 11:30am Greeley Chamber of Commerce (Gates) 6:00pm Youth Commission (Smail)	29 9:00am St. Mary's Catholic School Community Breakfast (St. Mary's Catholic School, 2351 22nd Avenue) - CCO Scheduling	30 7:00am Upstate Colorado Economic Development (Gates/Hall)	31	Feb 1 8:00am Poudre River Forum (Drake Center, 802 West Drake Road, Fort Collins) - Council Master Calendar	2
3	4	5 6:10pm Council Group Photos (Council's Chambers) - Council Master Calendar 6:30pm City Council Meeting (1001 11th Avenue)	6	7 7:00am Poudre River Trail (Hall) 3:30pm IG Adv. Board (Smail) 6:00pm MPO (Gates/Casseday)	8	9
10	11	12 5:00pm City Council Worksession (1001 11th Avenue)	13	14	15	16 10:00am City Chat with Councilmember Suniga (TBD)

City Council Meeting Schedule

<u>Date</u>	<u>Description</u>	<u>Staff Contact</u>	
January 22, 2019 Worksession	Monthly Financial Report	Victoria Runkle	0.50
	Executive Session - Annual Review of the City Manager	Sharon McCabe	
February 5, 2019 Council Meeting	Ordinance - Intro - Gateway Park II Preliminary/Final PUD	Brad Mueller	Consent
	Ordinance - Intro - Adoption of a Housing Accessibility Strategy for the City of Greeley	Brad Mueller	Consent
	Ordinance - Intro - Centerplace North 2nd DCMP Amendments	Brad Mueller	Consent
	Ordinance - Intro - Amendments to the Greeley Municipal Code for Chapter 6.16 regarding Liquor Licensing	Betsy Holder	Consent
	Ordinance - Intro - Amendments to the Greeley Municipal Code for Chapter 13.40 regarding Alcohol Beverages in Public Places	Andy McRoberts	Consent
February 12, 2019 Worksession	Ordinance - Final - First Additional Appropriation	Victoria Runkle	Regular
February 12, 2019 Worksession	Northern Colorado Regional Economic Development Initiative (NoCO REDI)	Ben Snow	0.50
	Executive Session - Annual Review of the City Attorney	Sharon McCabe	
February 19, 2019 Council Meeting	Resolution - 77th Avenue Right-of-Way Dedication	Brad Mueller	Consent
	Ordinance - Intro - Gateway Estates 2nd Filing 1st Replat	Brad Mueller	Consent
	Ordinance - Final - Gateway Park II Preliminary/Final PUD	Brad Mueller	Regular
	Ordinance - Final - Adoption of a Housing Accessibility Strategy for the City of Greeley	Brad Mueller	Regular
	Ordinance - Final - Centerplace North 2nd DCMP Amendments	Brad Mueller	Regular
	Ordinance - Final - Amendments to the Greeley Municipal Code for Chapter 6.16 regarding Liquor Licensing	Betsy Holder	Regular
	Ordinance - Final - Amendments to the Greeley Municipal Code for Chapter 13.40 regarding Alcohol Beverages in Public Places	Andy McRoberts	Regular
February 26, 2019 Worksession	Board & Commission Appointments	Betsy Holder	Regular
February 26, 2019 Worksession	Executive Session - Annual Review of the Municipl Court Judge	Sharon McCabe	
March 5, 2019 Council Meeting	Ordinance - Final - Gateway Estates 2nd Filing 1st Replat	Brad Mueller	Regular
March 12, 2019 Worksession	End of Year Financial Report	Victoria Runkle	0.50
March 19, 2019 Council Meeting	Ordinance - Intro - Historic Preservation Code Repeal/Replace	Brad Mueller	Consent
	Board & Commission Appointments	Betsy Holder	Regular
March 26, 2019 Worksession			
	Monthly Financial Report	Victoria Runkle	0.50
April 2, 2019 Council Meeting	Ordinance - Intro - Second Additional Appropriation	Victoria Runkle	Consent
	Ordinance - Final - Historic Preservation Code Repeal/Replace	Brad Mueller	Regular
April 9, 2019 Worksession			
April 16, 2019 Council Meeting	Ordinance - Final - Second Additional Appropriation	Victoria Runkle	Regular
	Board & Commission Appointments	Betsy Holder	Regular
April 23, 2019 Worksession			
	Monthly Financial Report	Victoria Runkle	0.50
May 7, 2019 Council Meeting			
May 14, 2019 Worksession			
May 21, 2019 Council Meeting			
	Board & Commission Appointments	Betsy Holder	Regular
May 28, 2019 Worksession	Monthly Financial Report	Victoria Runkle	0.50
June 4, 2019 Council Meeting			
June 11, 2019 Worksession			

Council Agenda Summary

January 15, 2019

Agenda Item Number 24

Title

Consideration of a motion authorizing the City Attorney to prepare any required resolutions, agreements, and ordinances to reflect action taken by the City Council at this meeting and at any previous meetings, and authorizing the Mayor and City Clerk to sign all such resolutions, agreements and ordinances

Council's Recommended Action

A motion to approve the above authorizations.

Council Agenda Summary

January 15, 2019

Agenda Item Number 25

[Title](#)

Adjournment