

**CITY OF GREELEY  
INVITATION FOR BID**

**LINN GROVE IRRIGATION RENOVATION**

**BID #F22-11-104 REBID  
DUE DECEMBER 6, 2022, BEFORE 1:00 P.M.**



Serving Our  
Community  
It's A Tradition

*The Office of the Purchasing Manager is a service division  
established to build effective partnerships through efficient and responsive  
procurement processes to obtain high quality  
goods and services for the best value.*

**SECTION 00110**  
**BID #F22-11-104**

INVITATION FOR BID

The City of Greeley, Colorado is requesting bids for **LINN GROVE IRRIGATION RENOVATION before December 6, 2022, at 1:00 p.m. (MST)** emailed to [purchasing@greeleygov.com](mailto:purchasing@greeleygov.com). No late or faxed bids will be accepted. It is the responsibility of the vendor to ensure the solicitation documents are delivered to the correct address as noted in the Solicitation Documents. Solicitations delivered to other City of Greeley email addresses may be deemed as late and not accepted.

The City of Greeley disseminates all bids and requests for proposals through the Rocky Mountain E-Purchasing System site. Go to <https://www.bidnetdirect.com>, then "Bid Opportunities" and then select "The City of Greeley". Bids submitted to the City of Greeley must include Sections 00120, 00130, 00140 and 00160. Addenda must be acknowledged in Section 00120 of the bidding documents. Bidders failing to acknowledge any and all addenda may be considered non-responsive.

A pre-bid meeting will be held on **November 16, 2022, at 10:30 a.m.** via Microsoft Teams Meeting. All prospective bidders are highly encouraged to attend.

## Microsoft Teams meeting

**Join on your computer, mobile app or room device**

[Click here to join the meeting](#)

Meeting ID: 249 278 622 621

Passcode: 8HtEkn

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Highlight the above "Click her to join the meeting" then right click and select "Open Hyperlink".

Each bid shall be accompanied, by a certified check drawn on a bank which is insured by the Federal Deposit Insurance corporation or a bidder's bond executed by a surety company authorized to do business in Colorado, made payable to the City of Greeley, Colorado, in an amount not less than five percent (5%) of the proposal sum as security that the successful bidder will enter into a contract to construct this project in accordance with the plans and specifications, and give bonds in the sum as hereafter provided. Checks accompanying bids not accepted will be returned.

The successful responsive and responsible bidder will be required to furnish a satisfactory performance bond and payment bond in the amount of the contract sum.

No bid shall be withdrawn after the opening on the bids without the consent of the City of Greeley, Colorado, for a period of sixty (60) days after the scheduled time of the receiving the bids.

The City of Greeley retains the right to reject any and all bids and to waive any

informality as deemed in the best interest of the city.

Questions pertaining to the project may be directed to [purchasing@greeleygov.com](mailto:purchasing@greeleygov.com) before November 18, 2022, by 1:00PM (MST).

<b>Schedule of Events (subject to change)</b>	<b>All times are given in local Colorado time</b>
Bid Proposal Issued	<a href="#">11/10/2022</a>
Optional Pre-Bid Conference (virtual)	<a href="#">11/16/2022 at 10:30 a.m. MST via Microsoft Teams Meeting</a>
Inquiry Deadline	<a href="#">11/18/2022 – by 1:00 p.m. MST</a>
Final Addendum Issued	<a href="#">11/22/2022</a>
Bid Due Date and Time	<a href="#">12/06/2022 – By 1:00 p.m. MST via email to <a href="mailto:purchasing@greeleygov.com">purchasing@greeleygov.com</a></a>
Interviews	TBD
Notice of Award (tentative)	<a href="#">Week of 12/05/2022</a>
Notice to Proceed	<a href="#">Week of 12/12/2022</a>

City of Greeley, Colorado  
Purchasing Division

Greeley Website  
November 10, 2022



## **Virtual Bid Opening Meeting**

**Tuesday, December 6, 2022, at 1:00 P.M. (MST)**

**F22-11-104 – LINN GROVE IRRIGATION RENOVATION - BID**

## Microsoft Teams meeting

**Join on your computer, mobile app or room device**

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Passcode: BJHGhb

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## Section 00120

### BID PROPOSAL

#### **PROJECT: F22-11-104 – LINN GROVE IRRIGATION RENOVATION**

The Undersigned, having become familiar with the local conditions affecting the cost of the work, plans, drawings, and specifications attached herewith, and with advertisement for bids, the form of bid and proposal, form of bond, all of which are issued and attached and on file in the office of the Project Manager, hereby bid and propose to furnish all the labor, materials, necessary tools, and equipment and all utility and transportation service necessary to perform and complete in a workmanlike manner all of the work required in connection with the construction of the items listed on the bidding schedule in accordance with the plans and specifications as prepared by the City of Greeley, Colorado, for the sums set forth in the Bidding Schedule.

The total bid shall be the basis for establishing the amount of the Performance and Payment Bond for this project. The total bid is based on the quantities shown in the bid proposal form and the dimensions shown on the plans.

The undersigned has carefully checked the Bidding Schedule quantities against the plans and specifications before preparing this proposal and accepts the said quantities as substantially correct, both as to classification and the amounts, and as correctly listing the complete work to be done in accordance with the plans and specifications.

The undersigned, agrees to complete and file a Performance and Payment Bond and further agrees to complete the contract within sixty (60) Calendar Days from Notice to Proceed. Official notice to proceed will not be issued until adequate Performance and Payment Bonds and other required documents are on file with the City of Greeley.

NOTE: Bidders should not add any conditions or qualifying statements to this bid as otherwise the bid may be declared irregular as being nonresponsive to the Invitation for bids. The following numbered Addenda have been received and the bid, as submitted, reflects any changes resulting from those Addenda: \_\_\_\_\_

\_\_\_\_\_  
ATTEST

\_\_\_\_\_  
DATE

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
BY

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

Linn Grove Cemetery  
 Bid Items  
 11/10/2022

Bid Item		Quantity		Unit Price	
	Mobilization, Etc.	L.S.	1		\$0.00
	Irrigation Demolition	L.S.	1		\$0.00
	Install Irrigation Controller (Controller "A")	L.S.	1		\$0.00
	Install Master Valve Assembly (8")	EA.	1		\$0.00
	Install Flow Sensor Assembly (8")	EA.	1		\$0.00
	Install Pressure Transducer Assembly	EA.	1		\$0.00
	Install Mainline Pipe - BORE (HDPE 6")	L.F.	240		\$0.00
	Install Mainline Pipe (HDPE 4")	L.F.	80		\$0.00
	Install Mainline Pipe (HDPE 6")	L.F.	1,200		\$0.00
	Install Mainline Pipe (HDPE 8")	L.F.	910		\$0.00
	Install Mainline Pipe (HDPE 10")	L.F.	30		\$0.00
	Install Mainline Pipe (PVC 4")	L.F.	100		\$0.00
	Install Mainline Pipe (PVC 6")	L.F.	2,220		\$0.00
	Install Mainline Pipe (PVC 8")	L.F.	2,470		\$0.00
	Install Mainline Pipe (PVC 12")	L.F.	60		\$0.00
	Install Lateral Pipe (1")	L.F.	4,450		\$0.00
	Install Lateral Pipe (1.25")	L.F.	2,800		\$0.00
	Install Lateral Pipe (1.5")	L.F.	5,820		\$0.00
	Install Lateral Pipe (2")	L.F.	10,450		\$0.00
	Install Lateral Pipe (2.5")	L.F.	11,850		\$0.00
	Install Lateral Pipe (3")	L.F.	8,110		\$0.00
	Install Sleeve (PVC 2")	L.F.	2,000		\$0.00
	Install Sleeve (PVC 3")	L.F.	110		\$0.00
	Install Sleeve (PVC 4")	L.F.	100		\$0.00
	Install Sleeve (PVC 6")	L.F.	225		\$0.00
	Install Irrigation Remote Control Valve Assembly (1")	EA.	2		\$0.00
	Install Irrigation Remote Control Valve Assembly (1.5")	EA.	15		\$0.00
	Install Irrigation Remote Control Valve Assembly (2")	EA.	167		\$0.00
	Install Isolation Valve Assembly (6")	EA.	10		\$0.00
	Install Isolation Valve Assembly (8")	EA.	14		\$0.00
	Install Isolation Valve Assembly (12")	EA.	1		\$0.00
	Install Air Vent Assembly (2")	EA.	3		\$0.00
	Install Quick Coupling Valve Assembly	EA.	6		\$0.00
	Install Sprinkler Head Assembly (Hunter I-80)	EA.	313		\$0.00
	Install Sprinkler Head Assembly (Hunter I-25)	EA.	263		\$0.00
	Install Sprinkler Head Assembly (Hunter Prospray 6")	EA.	29		\$0.00
	Install Sprinkler Head Assembly (Hunter Prospray 12")	EA.	6		\$0.00
	Install Drip Remote Control Valve Assembly (1")	EA.	1		\$0.00
	Install Inline Drip Header Pipe (1")	L.F.	50		\$0.00
	Install Inline Drip Tubing	L.F.	250		\$0.00
	Install Two-Wire (2-Wire)	L.F.	9,500		\$0.00
	Bid Alternate 1 - 1" Conduit and Sweep Els for Two-Wire Cable	L.F.	7,800		\$0.00

Linn Grove Cemetery  
 Bid Items  
 11/10/2022

Bid Item		Quantity	Unit Price
Mobilization, Etc.	L.S.	1	\$0.00
Irrigation Demolition	L.S.	1	\$0.00
Install Irrigation Controllers and Flowstation	L.S.	1	\$0.00
Install Master Valve Assembly (3")	EA.	1	\$0.00
Install Master Valve Assembly (4")	EA.	1	\$0.00
Install Flow Sensor Assembly (3")	EA.	1	\$0.00
Install Flow Sensor Assembly (4")	EA.	1	\$0.00
Install Pressure Transducer Assembly	EA.	2	\$0.00
Install Mainline Pipe - BORE (HDPE 6")	L.F.	185	\$0.00
Install Mainline Pipe (HDPE 4")	L.F.	225	\$0.00
Install Mainline Pipe (HDPE 6")	L.F.	425	\$0.00
Install Mainline Pipe (HDPE 8")	L.F.	50	\$0.00
Install Mainline Pipe (PVC 4")	L.F.	4,280	\$0.00
Install Mainline Pipe (PVC 6")	L.F.	2,160	\$0.00
Install Mainline Pipe (PVC 8")	L.F.	970	\$0.00
Install Lateral Pipe (1")	L.F.	5,970	\$0.00
Install Lateral Pipe (1.25")	L.F.	5,330	\$0.00
Install Lateral Pipe (1.5")	L.F.	5,570	\$0.00
Install Lateral Pipe (2")	L.F.	8,580	\$0.00
Install Lateral Pipe (2.5")	L.F.	8,730	\$0.00
Install Lateral Pipe (3")	L.F.	7,070	\$0.00
Install Sleeve - BORE (HDPE 2")	L.F.	150	\$0.00
Install Sleeve (PVC 2")	L.F.	870	\$0.00
Install Sleeve (PVC 3")	L.F.	50	\$0.00
Install Sleeve (PVC 4")	L.F.	10	\$0.00
Install Sleeve (PVC 6")	L.F.	150	\$0.00
Install Irrigation Remote Control Valve Assembly (1")	EA.	6	\$0.00
Install Irrigation Remote Control Valve Assembly (1.5")	EA.	13	\$0.00
Install Irrigation Remote Control Valve Assembly (2")	EA.	140	\$0.00
Install Isolation Valve Assembly (4")	EA.	9	\$0.00
Install Isolation Valve Assembly (6")	EA.	12	\$0.00
Install Isolation Valve Assembly (8")	EA.	4	\$0.00
Install Air Vent Assembly (2")	EA.	3	\$0.00
Install Quick Coupling Valve Assembly	EA.	2	\$0.00
Install Sprinkler Head Assembly (Hunter I-80)	EA.	253	\$0.00
Install Sprinkler Head Assembly (Hunter I-25)	EA.	315	\$0.00
Install Sprinkler Head Assembly (Hunter I-20)	EA.	35	\$0.00
Install Sprinkler Head Assembly (Hunter Prospray 6")	EA.	64	\$0.00
Install Sprinkler Head Assembly (Hunter Prospray 12")	EA.	56	\$0.00
Install Drip Remote Control Valve Assembly (1")	EA.	1	\$0.00
Install Inline Drip Header Pipe (1")	L.F.	85	\$0.00
Install Inline Drip Tubing	L.F.	100	\$0.00
Install Two-Wire (2-Wire)	L.F.	10,120	\$0.00
Bid Alternate 1 - 1" Conduit and Sweep Els for Two-Wire Cable	L.F.	8,500	\$0.00

## **COOPERATIVE PURCHASING STATEMENT**

The City of Greeley encourages and participates in cooperative purchasing endeavors undertaken by or on behalf of other governmental jurisdictions. To the extent, other governmental jurisdictions are legally able to participate in cooperative purchasing endeavors; the City of Greeley supports such cooperative activities. Further, it is a specific requirement of this proposal or Request for Proposal that pricing offered herein to the City of Greeley may be offered by the vendor to any other governmental jurisdiction purchasing the same products. The vendor(s) must deal directly with any governmental agency concerning the placement of purchase orders, contractual disputes, invoicing, and payment. The City of Greeley shall not be liable for any costs or damages incurred by any other entity.



## SECTION 00140

### BID BOND

KNOW ALL MEN BY THESE PRESENT, that we, the undersigned \_\_\_\_\_ as Principal, and \_\_\_\_\_ as Surety, are hereby held and firmly bound unto the City of Greeley, Colorado, as Owner, in the penal sum of \_\_\_\_\_ for the Payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

THE CONDITION of this obligation is such that whereas the Principal has submitted to the City of Greeley, Colorado, the accompanying bid and hereby made a part hereof to enter into a Contract Agreement for the construction of City of Greeley Project,

#### **F22-11-104 – LINN GROVE IRRIGATION RENOVATION**

WHEREAS, the Owner, as condition for receiving said bid, requires that the Principal to deposit with the Owner as Bid Guaranty equal to five percent (5%) of the amount of said bid.

NOW, THEREFORE,

(a) If said bid shall be rejected, or in the alternate,

(b) If said bid shall be accepted and the Principal shall execute and deliver a Contract Agreement (properly completed in accordance with said bid) and shall furnish a Performance and Payment Bond upon the forms prescribed by the Owner for the faithful performance of said Agreement; and shall in all other respects perform the agreement created by the acceptance of said bid;

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

PRINCIPAL

SURETY

Name: \_\_\_\_\_

Address: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_ Attorney \_\_\_\_\_

In-Fact: \_\_\_\_\_  
(Seal) (Seal)

NOTE: Surety Companies executing bonds must be authorized to transact business in the State of Colorado and be accepted to the Owner.

**SECTION 00160**  
NOTICE OF PRE-BID CONFERENCE

**PROJECT: LINN GROVE IRRIGATION RENOVATION - #F22-11-104**

A pre-bid conference will be held:

On November 16, 2022, at 10:30 A.M. MST, via Microsoft Teams Meeting.  
All bidders are highly encouraged to attend.

## Microsoft Teams meeting

**Join on your computer, mobile app or room device**

[Click here to join the meeting](#)

Meeting ID: 249 278 622 621

Passcode: 8HtEkn

[Download Teams](#) | [Join on the web](#)

[Learn More](#) | [Meeting options](#)

Highlight the above "Click her to join the meeting" then right click and select "Open Hyperlink".

Representatives of the City of Greeley will be present to answer questions.

Each bidder shall submit the following declaration of attendance, along with the other bid documents.

\*\*\*\*\*

I have attended the pre-bid conference \_\_\_\_\_

I have not attended the pre-bid conference \_\_\_\_\_

\_\_\_\_\_  
Name of Contracting Organization

\_\_\_\_\_  
Authorized Signature Date

## SECTION 00210

### NOTICE OF AWARD

DATE:

TO:

Re: **F22-11-104 – LINN GROVE IRRIGATION RENOVATION**

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 \$\_\_\_\_\_. 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: Kelly Snook

Title: Interim Director of Culture, Parks & Recreation

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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Bidder: \_\_\_\_\_

By: \_\_\_\_\_

## SECTION 00310

### CONTRACT

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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 \_\_\_\_\_ 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: **F22-11-104 – LINN GROVE IRRIGATION RENOVATION**

at the price bid on the Proposal Form of \$ \_\_\_\_\_ 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.)

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 00110: Invitation for Bid
- Section 00120: Bid Proposal
- Section 00130: Bid Schedule
- Section 00140: Bid Bond
- Section 00160: Pre-bid meeting
- 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.

**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

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
City Manager-Raymond C. Lee III

\_\_\_\_\_  
Printed Name

Reviewed as to Legal Form  
OFFICE OF THE CITY ATTORNEY

\_\_\_\_\_  
Title

\_\_\_\_\_  
City Attorney-Doug Marek

Certification of Contract  
Funds Availability

\_\_\_\_\_  
Director of Finance-John Karner

## SECTION 00320

### PERFORMANCE BOND

Bond No. \_\_\_\_\_

KNOWN ALL MEN BY THESE PRESENTS: that

(Firm) \_\_\_\_\_

(Address) \_\_\_\_\_

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

(Firm) \_\_\_\_\_

(Address) \_\_\_\_\_

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 \_\_\_\_\_ 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, a copy of which is hereto attached and made a part hereof for the performance of City of Greeley Project,

### **F22-11-104 – LINN GROVE IRRIGATION RENOVATION**

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.



IN WITNESS WHEREOF, this instrument is executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

_____	By: _____
_____	_____
_____	_____
(Corporate Seal)	(Address)

IN PRESENCE OF:

OTHER PARTNERS

_____	By: _____
_____	By: _____
	By: _____

IN PRESENCE OF:

SURETY

_____	By: _____
(Attorney-in-Fact)	
_____	_____
_____	_____
(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. \_\_\_\_\_

KNOWN ALL MEN BY THESE PRESENT: that

(Firm) \_\_\_\_\_

(Address) \_\_\_\_\_

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

(Firm) \_\_\_\_\_

(Address) \_\_\_\_\_

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

\_\_\_\_\_ 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, a copy of which is hereto attached and made a part hereof for the performance of

### **F22-11-104 – LINN GROVE IRRIGATION RENOVATION**

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.

IN WITNESS WHEREOF, this instrument is executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

\_\_\_\_\_ By: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Corporate Seal)

\_\_\_\_\_  
(Address)

IN PRESENCE OF:

OTHER PARTNERS

\_\_\_\_\_ By: \_\_\_\_\_

\_\_\_\_\_ By: \_\_\_\_\_

\_\_\_\_\_ By: \_\_\_\_\_

IN PRESENCE OF:

SURETY

\_\_\_\_\_ By: \_\_\_\_\_

\_\_\_\_\_  
(Attorney-in-Fact)

\_\_\_\_\_

\_\_\_\_\_  
(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.

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/14/2013

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

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

PRODUCER <b>ABC Insurance Company</b> <b>P. O. Box 1234</b> <b>Anywhere, USA</b>	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	PRODUCER CUSTOMER ID #:	
INSURED  <b>Sample Certificate</b>	INSURER(S) AFFORDING COVERAGE	
	INSURER A : <b>Financial Rating of A</b>	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b>						EACH OCCURRENCE <b>\$1,000,000</b>
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) <b>\$100,000</b>
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) <b>\$5,000</b>
							PERSONAL & ADV INJURY <b>\$1,000,000</b>
							GENERAL AGGREGATE <b>\$2,000,000</b>
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG <b>\$2,000,000</b>
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) <b>\$1,000,000</b>
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						\$
							\$
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE \$
	<b>EXCESS LIAB</b>						AGGREGATE \$
	DEDUCTIBLE						\$
	RETENTION \$						\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT <b>\$100,000</b>
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE <b>\$100,000</b>
							E.L. DISEASE - POLICY LIMIT <b>\$500,000</b>

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

**City of Greeley is named as Additional Insured on General Liability. Waiver of subrogation is included on Work Compensation. This insurance is primary and noncontributory to insurance policies held by the City.**

## CERTIFICATE HOLDER

## CANCELLATION

<b>City of Greeley</b> <b>1000 10th St</b> <b>Greeley, CO 80631-3808</b>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

## SECTION 00350

### LIEN WAIVER RELEASE

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

FROM: (hereinafter referred to as "the CONTRACTOR")

PROJECT: **F22-11-104 – LINN GROVE IRRIGATION RENOVATION**

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.

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

### Debarment/Suspension Certification Statement

#### **F22-11-104 – LINN GROVE IRRIGATION RENOVATION**

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.

UEI # (Optional) \_\_\_\_\_

Name of Organization \_\_\_\_\_

Address \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

## SECTION 00410

### NOTICE TO PROCEED

Month , 20

TO: NAME

PROJECT: **F22-11-104 – LINN GROVE IRRIGATION RENOVATION**

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

DATE: \_\_\_\_\_

TO: NAME

PROJECT: **F22-11-104 – LINN GROVE IRRIGATION RENOVATION**

The Owner hereby designates Clint Anders 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: \_\_\_\_\_

Title: Director of Culture, Parks & Recreation

## **SECTION 00430**

### **CERTIFICATE OF SUBSTANTIAL COMPLETION**

**TO: CONTRACTOR**

**PROJECT: F22-11-104 – LINN GROVE IRRIGATION RENOVATION**

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.

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: **CONTRACTOR**

PROJECT NAME: **F22-11-104 – LINN GROVE IRRIGATION RENOVATION**

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 Amendments.

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:

_____ Contractor's Representative	_____ DATE	_____ Project Manager (COG)	_____ DATE
--------------------------------------	---------------	--------------------------------	---------------



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.

DR 160 (9/87)  
DEPARTMENT OF REVENUE  
1375 SHERMAN STREET  
DENVER, COLORADO 80261

THIS LICENSE IS NOT TRANSFERABLE

## State of Colorado

### CERTIFICATE OF EXEMPTION FOR SALES AND USE TAX ONLY

GREELEY CITY OF  
1000 10TH ST  
GREELEY CO 80631-3982



A handwritten signature in dark ink, likely of the Executive Director, is written over the seal.

Executive Director  
Department of Revenue

ACCOUNT NUMBER	LIABILITY INFORMATION	ISSUE DATE
98-03320	03 057 8600 9 120180	SEP 02 1988
1000 10TH ST	GREELEY CO	

[illegible]

**PROJECT SPECIAL PROVISIONS**

**FOR**

**LINN GROVE CEMETERY –  
IRRIGATION SYSTEM REPLACEMENT  
CONSTRUCTION DOCUMENTS**

CITY OF GREELEY  
PARKS DEPARTMENT

ISSUED FOR BID  
November 2022

City of Greeley Project No. 11254  
Aqua Engineering Project No. 13651



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**CITY OF GREELEY  
PARKS DEPARTMENT**

**City of Greeley Project No. 11254**  
Aqua Engineering Project No. 13651

**TABLE OF CONTENTS**

GENERAL INFORMATION

1-5

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## **GENERAL INFORMATION**

### **PROJECT DESCRIPTION**

This project will include demolition and proper removal of the existing irrigation system within Phase 1, and installation of the new irrigation system for Phase 1 throughout Linn Grove Cemetery. Key elements of work include:

#### *Removals*

- Removal of irrigation system that conflicts with new to be installed irrigation, abandoning the remainder in place. List of removals include: valve boxes, irrigation heads, and quick couplers. Items to be abandoned include sections or laterals and mainline pipe that do not conflict with the new system.

#### *Irrigation Improvements*

- Installation of a non-potable, fully automated sprinkler irrigation system for turf areas and shrub beds.
- Installation of wall mount irrigation controller using a decoder system with two wire cable path.
- Installation of temporary connections needed to continue regular irrigation operations in future construction phases.

### **CONSTRUCTION PLANS**

Issued for bid plans for the project titles Linn Grove Cemetery Irrigation Renovation are dated 2022-04-11. During the bidding process, questions or comments from bidders will be incorporated into the plans with addenda being released to all bidders. Engineer sealed "Issued for Construction" plans will be provided before or shortly following the close of bidding after all addenda are incorporated.

### **GOVERNING SPECIFICATIONS**

Standard Construction Specifications for this project shall be the following

- Drawings and Special Provisions
- Baseline Controller Specification
- Baseline Irrigation Specifications
- Soil Prep and Turf Installation Specifications
- City of Greeley Design Criteria and Construction Specifications (current edition)
  - Volume I, Street Specifications
  - Volume II, Storm Drainage Criteria and Construction Specifications (SDDC)
  - Volume III, Potable Water Distribution, Sanitary Sewer Collection, and Non-Potable Irrigation Systems (WSDC)

In case of conflict, documents shall have the following priorities: (1) Special Provisions, (2) Specification, (3) Plans, (4) General Conditions.

### **CONTRACTOR QUALIFICATIONS**

The **CONTRACTOR** shall demonstrate professional experience with the installation of at least three (3) cemetery irrigation system renovations having large diameter HDPE and gasketed PVC pipe (8-inch and larger), two-wire installation, electrically operated remote control valves, and large radius rotor sprinklers. Projects unrelated to cemetery installations/renovations will be considered if they are similar in size to the 65 acre Linn Grove Cemetery. The selected contractor will be required to submit information relative to their References, certifications and financial standing, and their ability to meet the City goals and other listed criteria prior to being awarded the contract. The CITY reserves the right to award the contract to the next qualified contractor if all requested information is not provided.

### **LICENSE, FEES, AND PERMITS**

The Contractor shall Conform to GC Section 00510 Article 16. Conform to “Streets Volume I” Section 01010. A pre-construction conference shall be held prior to the issuance of any permits for construction.

All fees related to acquiring permits from the City of Greeley will be waived, but the Contractor is responsible for paying all fees for other permits required by the project. Building permits from the City of Greeley are required for this project and will be obtained prior to the issuance of Notice to Proceed. The Contractor shall abide by any conditions noted in the building permits for said shelters.

Because the anticipated area of disturbance for the project is below one acre, no Colorado Discharge Permit is required for construction stormwater discharges. This does not relieve the Contractor from implementing any Stormwater Best Management Practices (BMPs) as depicted in the project plans.

### **CERTIFICATE OF INSURANCE**

The Contractor shall provide from the insurance companies, acceptable to the Owner, the insurance coverage designated hereinafter and pay all costs. The Contractor also indemnifies the Owner according to Article 47 of the General Conditions. Insurance agency certificates are not acceptable substitutes. The Contractor shall name the “City of Greeley” on their General Liability, Automobile Liability and Property Damage Liability policies.

### **SALES TAX**

The price or prices for the work will include full compensation for taxes that the Contractor is or may be required to pay under Article 26 of the General Conditions.

### **PRE-CONSTRUCTION CONFERENCE**

After Contract Notice of Award, the Contractor shall attend a pre-construction conference with the City prior to commencement of construction. Refer to General Conditions for Pre-construction conference requirements of the Contractor. The Contractor shall submit the following information at the preconstruction meeting:

- Pedestrian Management Plan
  - This document should detail how the contractor intends to protect the work areas from pedestrians visiting the cemetery in the vicinity of the project.

- Materials Source submittals
- Materials Suppliers list
- List of Subcontractors
- Insurance Certificates
- Bar graph construction progress schedule in accordance with General Conditions Article 21

## **PROTECTION OF EXISTING UTILITIES / UTILITY COORDINATION**

Protection of existing utilities and coordination with utility companies shall be in accordance with City of Greeley Design Criteria and Construction Specifications - Streets Section 01010. Such additional coordination shall not be paid for separately but shall be included with the Work. The Contractor is responsible for field verifying the location of utilities within the project limits and immediately notifying the City of Greeley of any potential discrepancies or conflicts between the Work and the existing utility. The City has not allowed for any damage costs to the adjacent utilities. The Contractor shall take all sufficient precautionary measures to protect utilities.

The Contractor shall coordinate with the City of Greeley Parks staff on any required modifications to the existing irrigation system. The modifications will not be the responsibility of the Contractor, but that does not relieve the Contractor of damage prevention and notifying the City of irrigation lines encountered. Irrigation facilities have been depicted on the plans based on the best available information and it is anticipated that modifications will be required.

## **SUBMITTALS - CONSTRUCTION MATERIALS**

Contractor shall submit manufacturers' information and materials specifications, testing results, and certifications that the materials proposed for this project meet the specification requirements outlined in the Standard Specifications and these Supplemental Specifications. Refer to individual sections within the Standard Specifications and Supplemental Specifications for specific material submittal requirements.

The Contractor shall submit manufacturers' information and certification that all materials conform to materials specifications for the items noted below. Approval shall be received in writing before work commences and before confirmation of order. Electronic copies of all submittals should be delivered to the Project Manager within 10 working days from the date of Notice to Proceed. Responses on the submittals will be provided to the Contractor within 10 working days of receiving them. The package shall contain a table of contents and index sheet. Submittals shall contain sections that are indexed for different components and labeled with the specification section number and the name of the component. Submittals shall indicate which items are being supplied on the catalog cut sheets when multiple items are shown on one sheet. Submittal package must be complete prior to being reviewed by the Project Manager. Incomplete submittals will be returned without review:

- Irrigation materials list: sleeving, pipe, fittings, mainline components, sprinkler, drip irrigation components, control system components, shop drawings and all other components shown on the drawings and installation details or described herein.

- Components such as pipe sealant, wire, wire connectors, ID tags, etc. pipe, heads, valves, boxes, quick couplers, controllers, wire, sensors, etc.
- Sodding

## **CONTRACTOR USE OF SITE**

The Contractor shall, at all times, conduct his work as to insure the least possible inconvenience to the general public and to ensure safety of persons and property. Fire hydrants on or adjacent to the Work shall be kept accessible to firefighting equipment at all times. Parking spaces, sidewalks, and curb ramps shall be kept free and clear of construction materials to the extent practicable to allow park users continued access to the area. The Contractor shall coordinate with the City prior to commencement of construction to determine what street occupancy for staging is deemed acceptable.

## **SURFACE AND GROUND WATER CONTROL**

CONTRACTOR is responsible for all clean up and/or repairs within the construction site as a result of any storm event during construction.

## **SEDIMENT AND EROSION CONTROL**

The CONTRACTOR shall coordinate with City representative for approval of protection of stockpiles of excavated material and bedding material, particularly where located on asphalt surfaces. Where irrigation installation occurs adjacent to curb, gutter and sidewalks daily sweeping and cleanup of soils will be required. Inlet projection may be requested on an as needed basis.

## **LANDSCAPING**

Demolition and construction near existing trees shall be coordinated with the Project Manager and City Forestry staff. The contractor shall meet with the City Forester or Forestry Staff weekly to discuss upcoming construction activities and potential conflicts with existing trees. Access routes to the work area over the root zones of mature trees will be prohibited without providing proper compaction mitigation measures. Any necessary excavation, as approved by Greeley Forestry staff, will potentially require cutting of large roots (>2" diameter) with a saw versus tearing/shredding with equipment.

The Contractor will be responsible for replacing damaged sod in areas disturbed by construction activities, such as trenching, material/equipment staging. Sod should be repaired per City of Greeley Soil Preparation and Turf Installation Specifications.

## **MEASUREMENT AND PAYMENT**

This contract is a unit price contract in which the Contractor will be reimbursed for the actual quantities of work performed installed and accepted in accordance with the contract documents unless otherwise noted. Measurement and Payment shall be per the Project Special Provisions or CDOT Specifications.

## **WORK SCHEDULING**

### **Purpose of this Special Provision**

This section of these Special Provisions contains terms and conditions that govern the Contractor's time of performance and failure to perform within the time established. All sections of these Special Provisions are contractual and legally binding.

The Contractor shall plan and diligently prosecute the work according to the Contract Documents to ensure that the project is completed within the time allowed and that inconvenience to the public is minimized.

The Contractor shall keep the CITY Project Manager informed of the most current work schedule on a weekly basis.

### **Notice to Proceed/Limitations/Responsibilities**

The City of Greeley will issue the Notice to Proceed on this Contract on or around JANUARY 16<sup>TH</sup>, 2023 provided the Contractor executes a Contract with the City of Greeley for the work and complies with all the requirements of the Contract Documents relating to the issuance of the Notice to Proceed.

### **Total Project Completion Date**

The Contractor shall be complete with all work within the number of calendar days specified in the Contract. Substantial Completion shall include all items within the contract as well as any extra work not contemplated in the original contract or additional quantities of contract items that may be required.

The Contractor shall submit to the CITY Project Manager a detailed project schedule for all items necessary to achieve completion a minimum of one (1) week prior to the pre-construction meeting. The Contractor shall provide the CITY Project Manager with an updated schedule each week by noon of Thursday for the following week's work or after any delays that will alter the schedule significantly as determined by the Engineer.

The Contractor shall attend weekly scheduling meetings with the CITY Project Manager as mutually agreed upon. The Contractor shall also coordinate the schedule and progression of work with the CITY Project Manager on a daily basis and no alterations shall be made without prior consent by the Engineer. The Contractor shall notify the CITY Project Manager prior to the progression of any work no matter how insignificant it may seem. The Contractor shall maintain the meeting minutes and provide an electronic copy of the meeting minutes to the CITY Project Manager, City of Greeley and all meeting attendees.

### **CONTRACT TIME, LIQUIDATED DAMAGES, DELAYS**

CONSTRUCTION OF PROJECT MUST BE SUBSTANTIALLY COMPLETE FOR PHASE 1 WITHIN TWELVE MONTHS FROM THE NOTICE TO PROCEED. Substantial completion requires all contract work depicted in the plans is completed except for sodding installation. A duration for final completion will be determined by the City at a later date. Contract time commences on the date of the Notice to Proceed. Where a number of days is specified in this Contract it shall mean "Calendar Days" unless otherwise specified according to Article 59 of the General Provisions. The liquidated damages amount will be in the amount of \$900 for each calendar day. Liquidated damages are based on additional costs to the City of Greeley for delay



of project completion and are not a "late penalty". There is no allowance in the schedule for days lost to adverse weather conditions.

While extensions of time shall be granted for "unusually severe" weather or climate conditions, no monetary compensations shall be made by the City for any costs to the Contractor arising out of such delays.

## **RIGHT OF WAY AND EASEMENTS**

All work for this project is occurring on or within City of Greeley owned property. Construction shall be confined to the areas identified on the plans. Any unauthorized disturbance occurring outside these limits shall be restored to its original condition (or better) at the Contractor's expense.

## **PROTECTION OF THE PUBLIC**

The Contractor shall be responsible for providing fencing, barricades and any necessary safety equipment to keep the site and the public safe at all times. The construction will occur in a public right-of-way. The contractor shall keep the park open during regular park hours and only close those areas that are required for construction. The contractor shall provide a Pedestrian Management Plan for the City's review and concurrence.

## **QUALITY CONTROL**

The Contractor is responsible for providing Quality Control throughout the duration of construction. This includes but is not limited to subgrade compaction testing, aggregate base course compaction testing, and pre-pour concrete testing. The City will perform their own Quality Assurance but the project contractor is required to inform City Inspectors for coordination. Notice to City Inspectors must be given with a reasonable advanced notice.

## **PROJECT WARRANTY**

The Contractor is responsible for providing a TWO-YEAR warranty to the City of Greeley for all work completed under this contract. The beginning of the TWO-YEAR warranty period will be established with the issuance of the Certificate of Final Acceptance. There will be no additional cost to the City or the property owner for material, equipment, labor, and/or traffic control for warranty work. Warranty work will be completed in accordance with these contract specifications and within 30 days of written notification by the City of Greeley.

END OF SECTION

Attachments: BID #F22-11-104 - Linn Grove Irrigation Renovation

Section 00510 General Conditions

[SECTION 00510 General Conditions 5-12-20 \(5\).pdf](#)

Plans

[LinnGroveReno\\_Irrigation\\_2022-04-11.pdf](#)

Greeley Baseline Controller Specification

[Greeley Baseline Controller Specification.pdf](#)

Baseline Irrigation Specs

[02810 Baseline Irrigation specs 091519 AEI-Edit 2022-04-11.pdf](#)

Soil Prep & Turf Installation

[02930 Soil Prep & Turf Installation.pdf](#)