

**CITY OF GREELEY
INVITATION FOR BID**

2023 FENCING PROJECT

**BID #F23-02-009
DUE FEBRUARY 27, 2023, 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 #F23-02-009

INVITATION FOR BID

The City of Greeley, Colorado is requesting sealed bids for **2023 FENCING PROJECT before FEBRUARY 27, 2023, BEFORE 1:00 P.M. (MST)** emailed to 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 <http://www.RockyMountainBidSystem.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 February 9, 2023, at 9:00 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: 295 832 876 027

Passcode: yeupNz

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

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

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 before February 14, 2023, by 2:00 P.M. (MST).

Schedule of Events (subject to change)	All times are given in local Colorado time
Bid Proposal Issued	February 2, 2023
Voluntary Pre-Bid Conference	February 9, 2023, at 9:00 a.m. – via Microsoft Teams Meeting
Inquiry Deadline	February 14, 2023 – by 2:00 p.m.
Final Addendum Issued	February 17, 2023
Bid Due Date and Time	February 27, 2023– BEFORE 1:00 p.m. via email to purchasing@greeleygov.com
Interviews (tentative)	TBD
Notice of Award (tentative)	March 13, 2023
Notice to Proceed	March 20, 2023

City of Greeley, Colorado
Purchasing Division

Greeley Website
February 2, 2023



Virtual Bid Opening Meeting

Monday, February 27, 2023, at 1:00 P.M. (MST)

F23-02-009 – 2023 FENCING PROJECT

Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 215 366 158 674

Passcode: douXG3

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

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

Section 00120

BID PROPOSAL

PROJECT: 2023 FENCING PROJECT – BID #F23-02-009

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

SECTION 00130

Project Number: 2023 FENCING PROJECT – BID #F23-02-009

A MAIN PROJECT

2023 CITY OF GREELEY FENCE PROJECT

	<u>ITEM DISCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>COST</u>
1	ESTIMATED FENCE INSTALLED	LF	1,600	_____	_____
2	GATE	14 foot	1	_____	_____

Submitted by:

COMPANY OR CORPORATE NAME

TITLE

BY

:

BID TOTALS _____

(IN WORDS)

BID TOTALS _____

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,

2023 FENCING PROJECT – BID #F23-02-009

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

2023 FENCING PROJECT – BID #F23-02-009

A voluntary pre-bid conference will be held:

On FEBRUARY 9, 2023, at 9:00 a.m., VIA Microsoft Teams Meeting. All bidders can attend.

Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 295 832 876 027

Passcode: yeupNz

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

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

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: **2023 FENCING PROJECT – BID #F23-02-009**

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: Paul Trombino III

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 _____ 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: **2023 FENCING PROJECT – BID #F23-02-009**

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

By:_____
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,

2023 FENCING PROJECT – BID #F23-02-009

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

2023 FENCING PROJECT – BID #F23-02-009

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.

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 ABC Insurance Company P. O. Box 1234 Anywhere, USA	CONTACT NAME:		
	PHONE (A/C, No, Ext):	FAX (A/C, No):	
	E-MAIL ADDRESS:		
	PRODUCER CUSTOMER ID #:		
INSURED Sample Certificate	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Financial Rating of A		
	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	
	GENERAL LIABILITY						EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							\$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<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							\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE	\$
	<input type="checkbox"/> DEDUCTIBLE							\$
	<input type="checkbox"/> RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> WC STATU-TORY LIMITS	<input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N					E.L. EACH ACCIDENT	\$100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> N/A					E.L. DISEASE - EA EMPLOYEE	\$100,000
							E.L. DISEASE - POLICY LIMIT	\$500,000

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

City of Greeley 1000 10th St Greeley, CO 80631-3808	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: **2023 FENCING PROJECT – BID #F23-02-009**

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.

Dated this _____ day of _____, 20__.

By: _____

STATE OF _____)
)ss.
COUNTY OF _____)

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

Notary Public

SECTION 00360

Debarment/Suspension Certification Statement

PROJECT: 2023 FENCING PROJECT – BID #F23-02-009

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: **2023 FENCING PROJECT – BID #F23-02-009**

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 August 15th , 20

CITY OF GREELEY, COLORADO

By: _____

Title: _____

Signature

SECTION 00420

PROJECT MANAGER NOTIFICATION

_____, 20____

TO:

PROJECT: **2023 FENCING PROJECT – BID #F23-02-009**

The Owner hereby designates Jerry Pickett 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: _____

SECTION 00430

CERTIFICATE OF SUBSTANTIAL COMPLETION

TO:

PROJECT: **2023 FENCING PROJECT – BID #F23-02-009**

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:

PROJECT NAME: **2023 FENCING PROJECT – BID #F23-02-009**

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 00510

CITY OF GREELEY

GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

(REVISED MAY 2020)

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



SECTION 00520
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: _____ %
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.

OR 160(!>'87)
DEPARIMENT OF REVENUE
1375 SHERMAN STREET
DENVER, COLORADO 80261

State of Colorado

THIS LICENSE IS NOT TRANSFERABLE

CERTIFICATE OF EXEMPTION FOR SALES AND USE TAX ONLY

GREELEY CITY OF
1000 10TH ST
GREELEY CO 80631-398'2



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

/ ... 4-511L-:---...

Executive Director
Department of Revenue

[illegible]

MANDATORY Construction Schedule submitted with bid.

A complete construction schedule shall be provided with bid showing each street and when the contractor and any subcontractors plans to work on the street. Prime contractor will submit this schedule with estimated construction dates for each street shown in this contract and for items of work based on the start date of **2023**, and a completion date of **2023**.

SPECIAL PROVISIONS

a. ALL CONSTRUCTION WILL MEET THE AMERICANS WITH DISABILITIES ACT (ADA) CONSTRUCTION SPECIFICATIONS (LATEST EDITION).

2. Period: This Agreement shall commence when this contract is signed by the City and shall continue in full force one calendar year 2022 thereafter, unless sooner terminated as herein provided.
3. 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.
4. 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. The Contractor, prior to commencement of work, will be required to obtain a City permit for construction/maintenance work:
 - a. The fee for this permit for the City of Greeley will be waived due to Keep Greeley Moving tax funding.
6. 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 the City with the following items at the pre-construction meeting:
7. Bar Graph Construction Schedule. **Required and updated each week.**
8. Materials Suppliers List - (see attached form).

9. Subcontractors List - (see attached form).
10. All HBP and Concrete Mix Designs for year of construction.
11. Submittals for base course and steel (inlet grates, detectable warning plates, etc)
12. Certificates of Insurance.
13. Material Cut Sheet/C.O.C.'s.
14. Permits for other agencies (Cities, Towns, Railroad, etc.).
15. The City will not be responsible for any construction downtime due to failure on the Contractor's part to notify utility companies of conflicts. Utility Notification Center Company can be called at (1-800- 922-1987) or Cell Phone No. 811. In the event of a delay, the contractor is solely responsible for ensuring locates pertinent to the construction area are renewed as needed if work is required to be performed past 30 day expiration.
16. A daily charge will be made against the Contractor for each calendar day that any work remains uncompleted after lapse of contract time. See schedule. This daily charge will be deducted from any money due the Contractor. Contractor shall complete the fences during this time period. All work to be completed , 2022, or approved completion date, assuming contract award on or before 2022. Failure to complete on time will be charged based on the State of Colorado Standards for Road and Bridge Construction 2019 section 108.09 or current section.
17. This deduction will not be considered a penalty, but as liquidated damages. (See Notification to Contractor)
18. The primary function of TCC is to provide for the reasonably safe and effective movement of road users through or around TCC zones while reasonably protecting road users, workers, responders to traffic incidents, and equipment.
 - a. The Contractor will comply with the requirements of Section 01010, Paragraph 1.3G of the Street Construction Specifications (DCCSM). The Contractor will not do any construction work in the public right-of-way before receiving written approval of the Traffic Control Plan from the City. A Traffic Control Plan Review form must be completed and returned to Leroy Baca, Traffic Operations Supervisor, 1300 A St., Greeley, Colorado 80631, Phone (970) 350-9555, Fax (970) 350-4142. A copy is attached behind the Special Provisions.
 - b. The Contractor will appoint a Traffic Control Supervisor (TCS) to this project. The TCS will not be required to be on site, but must be available twenty-four (24) hours a day, 7 days a week. The name, **Mobil and Office** phone number for the TCS will be provided to the City at the pre-construction meeting. **Certification of all TCSs and/or Flaggers (Either CCA or ATSSA) will be submitted to Leroy Baca, Traffic Operations, and 1300 A St., Greeley, Colorado, 80631. Phone number (970) 350-9882, E-Mail address is Leroy.baca@greeleygov.com, before work starts and as new personnel is added. The Contractor will also provide the name and phone number of a local traffic control company that will act as an alternate in case the designated TCS cannot be reached.**
 - c. **The Contractor will be notified when the traffic control for any work site is not acceptable.** The Contractor will not be allowed to continue work at that location until the problems are corrected. Failure to correct the traffic control deficiencies before continuance of the work will result in non-payment for the work at the locations in question. A Traffic Control Supervisor will be designated at the pre-construction meeting. The Traffic Control Supervisor will be able to address all concerns whether during the work day or after hours/weekend emergencies within 60 minutes of receiving notice.

d. Traffic control is to be paid as part of the unit price for all fence work and will not be paid for separately. Specialty items for traffic control outside of the normal submittals will be paid for at additional cost if City of Greeley requires the contractor to provide these items.

19. No work shall be performed on local streets before 7:00 a.m. or after 7:00 p.m. each workday, Monday through Friday, unless otherwise approved by Project Manager. Costs incurred by the City to inspect the work performed outside these hours will be deducted from progress payments to the Contractor. Inspector overtime costs are approximately \$250.00/hour.
20. There shall be no work allowed on Saturdays or Sundays unless approved by City Project Representative and Traffic Engineer 48 hours in advance of these days. Work performed on these days is considered overtime hours.
21. Work adjacent to State Highways need to receive CDOT permit approval and must comply with state requirements.

Traffic Control for all project locations.

1. Submit Request Form along with the site plan (MHT) per location of work zone. Forms will be fully filled out with Dates, Hours, location, etc.
2. Master chronological list of locations and dates per location.
3. ADA Standards Shall, will be met for pedestrians during work at each site.
- 4. Traffic Control must meet MUTCD, CDOT and City of Greeley Standards. (Signs, Pavement Markings).**
5. No work will be permitted on Holidays except in case of an emergency or approved by Traffic Engineer and Project Manager.
6. Construction may not begin until all traffic control devices are in place.
7. The Contractor shall remove all traffic control devices immediately upon completion of work, when no longer needed, or upon Project Managers request.

8. When the traffic control is deemed insufficient, notice to the contractor will be given in writing and by text to rectify the insufficiency. If the contractor after one hour has not corrected the insufficiency the **City Project Representative** reserves the right to temporarily suspend operations until compliance is obtained.
9. Arterial and Collector Streets. No work shall be performed on arterial or collector streets before 8:30 a.m. or after 4:00 p.m. each workday, Monday through Friday, unless otherwise approved by Project Manager.
10. Nighttime or Holiday work will be allowed only upon Traffic Engineer and Project Manager approval.
11. Local Streets. No work shall be performed on local streets before 7:00 a.m. or after 7:00 p.m. each workday, Monday through Friday, unless otherwise approved by Project Manager.
12. Type III Barricades used at a road closure may be placed completely across a roadway or from curb to curb. Guidance: Where provision is made for access of authorized equipment and vehicles, the responsibility for Type III Barricades should be assigned to a person who will provide proper closure at the end of each workday.
13. Intersections and driveways will be closed only for a minimum amount of time. The Contractor will coordinate driveway closures with property owners with final approval by the City Project Representative.
14. Removal of any and all signs will be coordinated with the City Project Representative.
15. The City of Greeley may supply the Contractor with four portable information signs, which will be moved by the Contractor to the various construction sites as the work progresses. This will be coordinated with the Project Representative. The Contractor will maintain the signs in good condition. (Cost per sign is \$500 each.) At the completion of the project, the signs will be cleaned and returned to the City Project Representative. Costs associated with this requirement will be included in the unit price of the work and will not be paid separately. Final payment will not be made until all signs are returned. Cost of the sign may be deducted from final payment.
16. At the completion of the contract, the Contractor will cleanup all construction materials and leave the construction site in a condition approved by the City Project Representative.
17. Waste material, which is deemed not reusable by the City Project Representative, will be disposed of by the Contractor at his expense.
18. Section 00340 – Certificates of Insurance must be filled out as provided. Certificates of Insurance supplied by insurance agencies may be supplied by attachment, but Section 00340 will be completed and signed by each insurance agency.
19. **EXPERIENCE – ALL BIDDERS WILL FURNISH WITH THEIR BID A COMPLETE WRITTEN LIST OF CLINETS OF ALL PROJECTS COMPLETED OR IN PROGRESS FOR THE PAST FOUR YEARS. LIST WILL INCLUDE PROJECT TITLE, PROJECT LOCATION AND PROJECT COST, DATE COMPLETED AND CONTACT NAME AND PHONE NUMBER FOR CONTACT.**
20. COLORADO DEPARTMENT OF LABOR AND EMPLOYMENT:

Section 8-17-101, C.R.S. – “...Colorado labor will be employed to perform the work in the extent of not less than 80 percent of each type or class of labor...”

Section 8-17-102, C.R.S. – “...all contracts let for public works will contain provisions for the preference in employment of Colorado labor.”
21. Notification to Contractor to perform work: Contract.

22. All worksites shall have portable restroom facilities on job site. Total cost to be paid for by Contractor.

Individual Street Completion

Streets to be completed by a set date in 2022 are listed below:

Location Number 1 – 6TH Street both sides of railroad tracks

Location Number 2 - 7th Street both sides of railroad tracks

Location Number 3 – 11th Street both sides of railroad tracks

Location Number 4 – 12th Street both sides of railroad tracks

When additional work is added or deleted to the contract the completion date will be adjusted based on the contractor's performance and schedule. This will be mutually agreed upon.

Liquidated Damages for failure to complete all work by completion date. Failure to complete on time will be charged based on the State of Colorado Standards for Road and Bridge Construction 2019 section 108.09 or current section.

RAILROAD REQUIREMENTS

The Contractor shall be responsible to have railroad insurance and have a railroad flagman when working on or near UPRR property. The Contractor shall be responsible for obtaining the Right-of-Entry from the UPRR. All required fees for obtaining the Right-of-Entry will be the Contractor's responsibility. The Contractor shall be responsible for notifying the UPRR of work and making arrangements for railroad flagmen. Two to three weeks' notice shall be required for scheduling railroad flagmen. More information can be obtained at www.uprr.com.

The local contact for the UPRR is Manager of Track Maintenance, **Chad Ohleheiser 402-547-1178**, Kyle Nodgaard 402-501-3849, Greg Hinken of Cheyenne 307-778-3557, or John Gutierrez, at telephone number 303- 964-4745.

RAILROAD INSURANCE

The Contractor shall carry insurance of the following types and amounts:

A. CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE LIABILITY INSURANCE.

The Contractor shall furnish evidence to the Department with respect to the operations the Contractor performs, the Contractor carries Contractor's Public Liability insurance providing for a limit of not less than One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to, or death of one person and subject to that limit for each person, a total limit of Two Million Dollars (\$2,000,000) for all damages arising out of bodily injuries to, or death of two or more persons in any one occurrence; and Contractor's Property Damage Liability insurance providing for a limit of not less than One Million Dollars (\$1,000,000) for all damages arising out of injury to, or destruction of property in any one occurrence and subject to that limit per occurrence, a total (or aggregate) limit of Two Million Dollars (\$2,000,000) for all damages arising out of injury to, or destruction of property during the policy period.

If any part of the work affecting railroad property or facilities is sublet, similar insurance shall be provided by or in behalf of the subcontractor(s) involved.

B. CONTRACTOR'S PROTECTIVE PUBLIC LIABILITY AND PROPERTY DAMAGE LIABILITY INSURANCE.

The Contractor shall furnish evidence to the Department with respect to the operations performed for the Contractor by subcontractors, the Contractor carried in its own behalf Contractor's Protective Public Liability Insurance providing for a limit of not less than One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to, or death of one person and subject to that limit for each person a total limit of Two Million Dollars (\$2,000,000) for all damages arising out of bodily injuries to, or death of two or more persons in any one occurrence; and Contractor's Protective Property Damage Liability Insurance providing for a limit of not less than One Million Dollars (\$1,000,000) for all damages arising out of injury to, or destruction of property in any one occurrence, and subject to that limit per occurrence, a total (or aggregate) limit of Two Million Dollars (\$2,000,000) for all damages arising out of injury to, or destruction of property during the policy period.

C. RAILROAD'S PROTECTIVE LIABILITY AND PROPERTY DAMAGE INSURANCE.

In addition to the above, the Contractor shall furnish evidence to the Department with respect to the operations of the Contractor or any of its subcontractors performed, the Contractor has provided for and

in behalf of the Railroad Company, and each Railroad Company when more than one is involved, Railroad Protective Public Liability and Property Damage insurance providing for a combined single limit of Two Million Dollars (\$2,000,000) per occurrence with an aggregate limit of six Million Dollars (\$6,000,000) applying separately for each annual period for:

1. All damages arising out of bodily injuries to or death of one or more persons.
2. All damages arising out of injury to or destruction of property.

D. GENERAL

Said policy or policies of insurance shall be deemed to comply with the requirements of this Special Provision if each of said policies contains a properly completed and executed "Railroad Protective Liability form," reference copies of which are available from the Agreements Engineer of the Colorado Department of Transportation, 4201 East Arkansas Avenue, Denver, Colorado 80222.

Certificates of insurance required under A and B above, and policy or policies of Insurance required under C above shall be furnished to the Department's Agreements Engineer for transmittal to the Railroad Company's Insurance Department.

The insurance herein before specified shall be carried until all work required to be performed under the terms of the Contract is satisfactorily completed as evidenced by the formal acceptance of the Department. The Railroad Company shall be furnished with the original of each policy carried in its behalf.

NO PARKING SIGNS

The Contractor will be required to notify residents and businesses along streets and possibly side streets where construction is to be performed. The use of portable **NO PARKING SIGNS (supplied by the City to be mounted on approved stands)**, will be required to aid in removing cars parked in construction zones. These signs shall meet **MUTCD Standards, Section 2B.46 & 47**, governing regulatory signs. "No Parking" signs will be placed at no more than 200 ft. intervals or a minimum four per block on both sides of streets in areas of construction or as needed. These signs will be placed on streets no sooner than 48 hours and no later than 24 hours in advance of work taking place. These signs shall be kept in a new condition, as instructed by the project manager, or may be removed and replaced with new sign. These signs shall have the dates of construction, as well as the time of day the work will be performed. These dates and times may be added to the signs with a black erasable marker. If dates cannot be met due to scheduling or other problems, these dates and times will be changed on signs, or signs will be removed. The sign area to be written on shall be cleaned thoroughly and all new markings shall be visible and understandable to all who can read. In accordance with ADA, signs shall meet Brail standards. Signs shall be returned to the project manager at end of 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 Substantial Completion. There will be no additional cost to the City for material, equipment, labor, and/or traffic control for warranty work. Warranty work will be completed in accordance with these contract specifications and within thirty (30) days of written notification by the City of Greeley Public Works Department.

PAYMENT

Payment will be made in conformance with the General Conditions of the Contract and normally processed on a monthly basis. Invoices will be delivered by the 25th of the month to the City of Greeley Project Representative. All quantities shall be confirmed before invoices are paid.



TEMPORARY TRAFFIC CONTROL WORK ZONES REVIEW FORM
CITY OF GREELEY / DEPARTMENT OF PUBLIC WORKS
1001 9TH AVE GREELEY, CO. 80631
Office – (970) – 336-4091
Cellular – (970) – 539- 6213
Fax – (970) – 336-4142

Fax or return to the Transportation Services Division Office for Review.

BY SIGNING THIS DOCUMENT YOU WILL ASSUME ALL RESPONSIBILITY FOR SETTING UP THE TEMPORARY TRAFFIC CONTROL WORK ZONE BY MEETING OR EXCEEDING SET STANDARDS AND FOLLOWING THE M.U.T.C.D. MANUAL REQUIREMENTS, ALONG WITH THE STATE, FEDERAL, AND CITY OF GREELEY SPECIFICATIONS AND REGULATIONS.

I have been offered a copy of this form and I have been advised to read it carefully.

Full Road Closures with complete Detour Routes will require a five (5) working day advance notice to have Method of Handling Traffic Plans reviewed. A 72 hour notice is strongly recommended prior to construction. This form and the (MHT) Plan SHALL be on the job site at all times.

In consideration of the acceptance of my entry, I do hereby acknowledge that I assume all risks and liability resulting from work performed. That I have acquired all permits, licenses, and fees required by the City of Greeley, and submitted a Method of Handling Traffic Control (MHT) along with this form.

I acknowledge that I have carefully read this "Temporary Traffic Control Review Form" and fully understand that I am (trained and/or certified) about the fundamental principles of TTC and responsible for the proper temporary traffic control setup and maintenance thru-out the duration ON the jobsite.

Print Name _____ Signature _____ Date _____

Description of Work: _____ City Permit No. _____

Project Location and/or Street Address: _____

Does job require: (Please Circle Appropriate One(s)) ROAD CLOSURE LANE CLOSURE SHOULDER CLOSURE SIDEWALK CLOSURE

OTHER _____

Work Schedule: Start Date _____ Finish Date _____ Requested Time(s) from: _____ am/pm to _____ am/pm

CONTRACTOR / SUBCONTRACTOR / CITY DEPT. PERFORMING WORK

TRAFFIC CONTROL COMPANY USED

Company Name _____

Company Name _____

Address _____

Address _____

City _____ State _____ Zip _____

City _____ State _____ Zip _____

Office Phone _____

Office Phone _____

Mobile Phone _____

Mobile Phone _____

Fax _____

Fax _____

Work Site Contact: _____

Work Site Contact: _____

Temporary Traffic Control Supervisor (TCS) Responsible for Job Site:

Temporary Traffic Control Supervisor (TCS) Responsible for Job Site:

TCS Contact Name _____

TCS Contact Name _____

PLEASE CHECK APPROPRIATE BOX(S)

☐ PRIVATE JOB ☐ CIP ☐ CITY MAINTANCE ☐ OTHER ☐ TRAFFIC CONTROL CO. DOING TRAFFIC CONTROL SETUP

☐ CONTRACTOR / CITY DEPT. SETTING UP OWN TRAFFIC CONTROL ☐ EQUIP. RENTAL ONLY FROM TRAFFIC CONTROL COMPANY

OFFICE USE

COMMENTS: _____

☐ MHT Accepted ☐ MHT Resubmitted For Extension Date(s) From _____ To _____

☐ MHT Denied

REVIEWED BY: _____ Date: _____

SECTION 00620 - SPECIAL PROVISIONS

2023 FENCE PROJECT

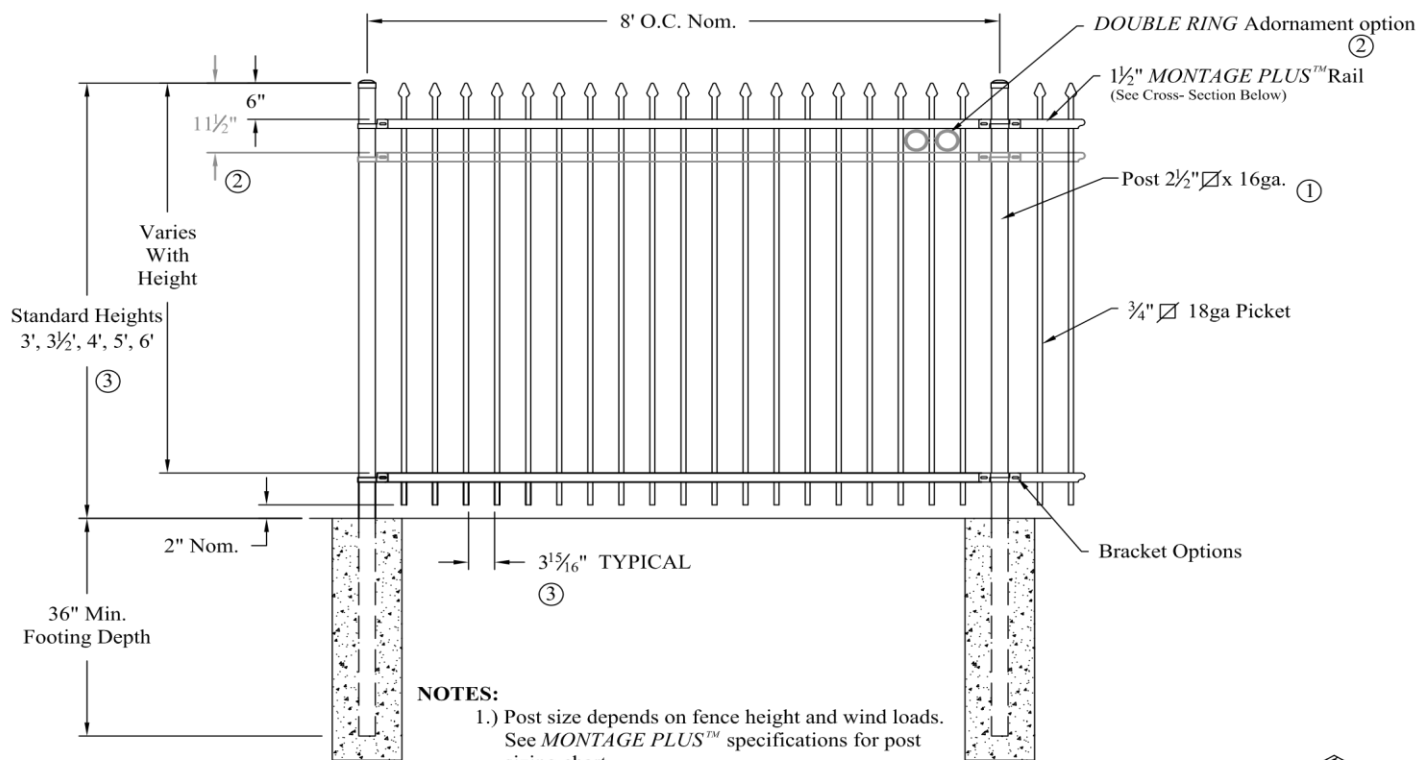
SCOPE OF WORK

The work in this contract will consist of furnishing all labor, equipment, and materials for Fence Installation to complete the project.

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. **In order to minimize interruption, priority will be given to all construction areas near school zones.**
2. **PROJECT DESCRIPTION –locations.**
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.
3. **CONSTRUCTION** – Subgrade shall be properly compacted, moisture treated and deemed suitable by the City prior to any placement of fence.
4. **GRADING** – Costs associated with subgrade preparation will be included in the unit price of the concrete work and will not be paid for separately.
- 5.
6. **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.
7. **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.
8. **ATTACHED DOCUMENTS**
 - Picture of Fence Required
 - Picture of Fence Required
 - Picture of Specification Required

This type of fencing is required to match the fencing the Train Museum is using at 10th street and 7th avenue.



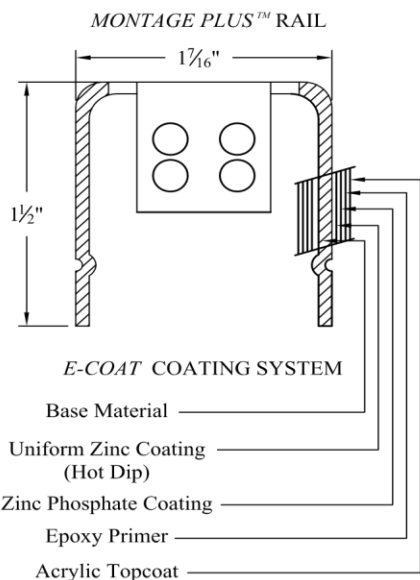


NOTES:

- 1.) Post size depends on fence height and wind loads. See MONTAGE PLUS™ specifications for post sizing chart.
- 2.) Third rail required for Double Rings.
- 3.) Available in 3" air space and/or Flush Bottom on most heights.

RAKING DIRECTIONAL ARROW

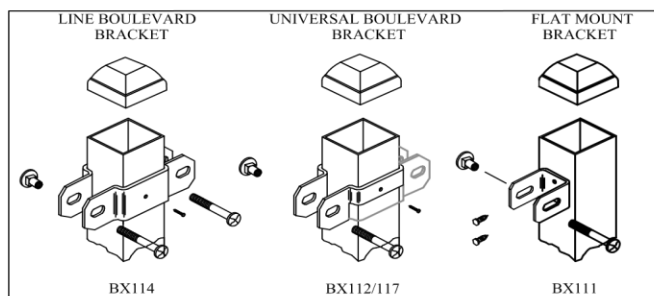
Welded panel can be raked 30" over 8' with arrow pointing down grade.



PROFUSION™ WELDING PROCESS

No exposed welds, Good Neighbor profile - Same appearance on both sides

MONTAGE PLUS™ RAIL
Specially formed high strength architectural shape.



COMMERCIAL STRENGTH WELDED STEEL PANEL PRE-ASSEMBLED

Values shown are nominal and not to be used for installation purposes. See product specification for installation requirements.

1RCISO

Title: MONTAGE PLUS CLASSIC 2/3-RAIL

DR: CI SH. 1 of 1 SCALE: DO NOT SCALE

CK: ME Date 6/28/10 REV: e



AMERISTAR®

1555 N. Mingo
Tulsa, OK 74116
1-888-333-3422
www.ameristarfence.com

6TH STREET



7th STREET



11TH STREET



An aerial photograph of a residential neighborhood in Phoenix, Arizona. The map shows a grid of streets including 11th St, 12th St, and 13th St running horizontally, and 5th Ave, 6th Ave, and 7th Ave running vertically. A red line is drawn between 6th Ave and 7th Ave, extending from 11th St to 13th St, indicating a proposed alleyway. Numerous house numbers are visible on the buildings, such as 1100, 1108, 1114, 1130, 1106, 1110, 1114, 1103, 1117, 1111, 706, 700, 707, 709, 710, 716, 718, 720, 722, 724, 726, 728, 730, 732, 734, 736, 738, 740, 742, 744, 746, 748, 750, 752, 754, 756, 758, 760, 762, 764, 766, 768, 770, 772, 774, 776, 778, 780, 782, 784, 786, 788, 790, 792, 794, 796, 798, 800, 802, 804, 806, 808, 810, 812, 814, 816, 818, 820, 822, 824, 826, 828, 830, 832, 834, 836, 838, 840, 842, 844, 846, 848, 850, 852, 854, 856, 858, 860, 862, 864, 866, 868, 870, 872, 874, 876, 878, 880, 882, 884, 886, 888, 890, 892, 894, 896, 898, 900, 902, 904, 906, 908, 910, 912, 914, 916, 918, 920, 922, 924, 926, 928, 930, 932, 934, 936, 938, 940, 942, 944, 946, 948, 950, 952, 954, 956, 958, 960, 962, 964, 966, 968, 970, 972, 974, 976, 978, 980, 982, 984, 986, 988, 990, 992, 994, 996, 998, 1000. The word 'Sunrise' is visible on a large building. The map is oriented with North at the top.

RAILROAD REQUIREMENTS

The Contractor shall be responsible to have railroad insurance, and have a railroad flagman when working on or near UPRR property. The Contractor shall be responsible for obtaining the Right-of-Entry from the UPRR. All required fees for obtaining the Right-of-Entry will be the Contractor's responsibility. The Contractor shall be responsible for notifying the UPRR of work and arranging for railroad flagmen. Two to three weeks' notice shall be required for scheduling railroad flagmen. More information **can be obtained** at www.uprr.com.

The local contact for the UPRR is Manager of Track Maintenance, **Chad Ohleheiser 402-547-1178**, Kyle Nodgaard 402-501-3849, Greg Hinken of Cheyenne 307-778-3557 or John Gutierrez, at telephone number 303-964-4745.

RAILROAD INSURANCE

The Contractor shall carry the following types and amounts of insurance:

A. **CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE LIABILITY INSURANCE.**

The Contractor: shall furnish evidence to the Department. With respect to the operations the Contractor performs, that the Contractor carries Contractor's Public Liability Insurance providing for a limit of not less than One Million Dollars. **\$1,000,000** - For all damages arising out of bodily injuries to or death of one person and subject to that limit for each person. A total limit of Two Million Dollars. **\$2,000,000** - For all damages arising out of bodily injuries to or death of two or more persons in any one occurrence. The Contractor's Property Damage Liability Insurance providing for a limit of not less than One Million Dollars. **\$1,000,000** - For all damages arising out of injury to or destruction of property in any one occurrence and subject to that limit per occurrence. A total (or aggregate) limit of Two Million Dollars **\$2,000,000** - For all damages arising out of injury to or destruction of property during the policy period.

If any part of the work affecting railroad property or facilities is sublet, similar insurance **shall be provided** by or in behalf of the subcontractor(s) involved.

B. **CONTRACTOR'S PROTECTIVE PUBLIC LIABILITY AND PROPERTY DAMAGE LIABILITY INSURANCE.**

The Contractor; shall furnish evidence to the Department. With respect to the operations performed for the Contractor by subcontractors. That the Contractor carried in its own behalf Contractor is Protective Public Liability insurance providing for a limit of not less than One Million Dollars. **\$1,000,000** - For all damages arising out of bodily injuries to or death of one person and subject to that limit for each person. A total limit of Two Million Dollars. **\$2,000,000** - For all damages arising out of bodily injuries to or death of two or more persons in any one occurrence; and Contractor's Protective Property. Damage Liability insurance providing for a limit of not less than One Million Dollars. **\$1,000,000** - For all damages arising out of injury to or destruction of property in any one occurrence. The subject to that limit per occurrence. A total (or aggregate) limit of Two Million Dollars. **\$2,000,000** - For all damages arising out of injury to or destruction of property during the policy period.

C. RAILROAD'S PROTECTIVE LIABILITY AND PROPERTY DAMAGE INSURANCE.

In addition to the above; the Contractor shall furnish evidence to the Department, with respect to the operations. The Contractor or any of its subcontractors perform, that the Contractor has provided for and in behalf of the Railroad Company. In addition, each Railroad Company when more than one is involved, Railroad Protective Public Liability and Property Damage Insurance providing for a combined single limit of Two Million Dollars. **\$2,000,000** per occurrence with an aggregate limit of Six Million Dollars.

\$6,000,000 - applying separately for each annual period for:

1. All damages arising out of bodily injuries to or death of one or more persons.
2. All damages arising out of injury to or destruction of property.

D. GENERAL

Said policy or policies of insurance **shall be deemed** to comply with the requirements of this Special Provision if each of said policies contains a properly completed and executed "Railroad Protective Liability Form", reference copies of which are available from the Agreements Engineer of the Colorado Department of Transportation, 4201 East Arkansas Avenue, Denver, Colorado 80222.

Certificates of insurance required under A and B above, and policy or policies of Insurance required under C above, **shall be furnished** to the Department's Agreements Engineer for transmittal to the Railroad Company's Insurance Department.

The insurance hereinbefore specified shall be carried until all work required to be performed under the terms of the Contract is satisfactorily completed as evidenced by the formal acceptance of the Department. The Railroad Company shall be furnished with the original of each policy carried in its behalf.

We intend to use e-mail notification; we will require two email addresses for the contractor.

FAILURE TO RESPOND

Failure to complete the work at each site of notification, the contractor **will be charged \$100 per site, per day**, thereafter until completed patchwork at each site or possible loss of contract.

Failures to respond to perform work within the required period (See Response Time Notification - other than Concrete Repair Programs) contractor will be charged \$100 per site, per day, until completed Seal Coating work at each site or possible loss of contract.

All work **will be completed** by forty-five days from Notice to Proceed, unless otherwise notified by the Project Representative. Upon failure to complete such work, the Contractor will be charged \$1,000 per day after the forty-five days, until all work is complete. Work added after the forty-five days, an adjustment **would be made** to the completion date. A written notification **will be sent** to the Contractor regarding this. All tab sheets submitted will have a completion date attached.

DRAWINGS

There are no separate contract drawings for this project. A vicinity map of the locations has been included with this document.

PROJECT SUPERINTENDENT

The Contractor's Project Superintendent designated at the pre-construction meeting shall be on the work site during all construction. If the Superintendent is unable to be on the job site, then a designee **will be assigned** with the authority to make all decisions. A copy of the Special Provisions shall be with the Project Superintendent/Design/or Crew Foreman at all times.

The City of Greeley requires an English speaking Superintendent/Project Manager on the job site at all times to ensure clear communication between City Staff and Contractor.

INFORMATION MANAGER

The Contractor shall designate an Information Manager at the pre-construction conference. He/she will be responsible for the handling of all requests for information or complaints concerning the contract. A local telephone number **will be established** two weeks prior to commencement of construction. The Information Manager will respond to all requests within four (4) hours. A log of all requests **shall be kept** and shall include name, telephone number, address, nature of request, and action taken and given to Project Representative every two weeks

FINAL PAYMENT

The City shall pay final payment to the Contractor within 45 days after substantial completion of the work unless otherwise stipulated in the Notice of Completion, and subject to statutory retention for unresolved claims. **All subcontractors and suppliers shall be notified prior to final payment to Contractor.**