

**CITY OF GREELEY
INVITATION FOR BID**

Gun Range Update

**BID #F23-02-011
Due March 8, 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 #F23-02-011 - Gun Range Update

INVITATION FOR BID

The City of Greeley, Colorado is requesting bids for Gun Range Update before March 8, 2023 at 1:00 p.m. 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 in person on February 14, 2023 at 10:00 am at 3040 East 8th Street Greeley, CO 80631. All prospective bidders are encouraged to attend.

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No bid shall be withdrawn after the opening on the bids without the consent of the City of Greeley, Colorado, for a period of sixty (60) days after the scheduled time of the receiving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 16, 2023, by 2:00PM.

Schedule of Events (subject to change)	All times are MST
RFP Issued	February 7, 2023
Optional Pre-Proposal Conference and Site Visit	February 14, 2023, at 10:00AM 3040 East 8th Street Greeley, CO 80631
Inquiry Deadline	February 16, 2023, by 2:00PM
Final Addendum Issued	February 20, 2023
Proposal Due Date	March 8, 2023, by 1:00PM via email to Purchasing@Greeleygov.com
Interviews (tentative)	Week of March 20, 2023
Notice of Award (tentative)	Week of March 27, 2023

City of Greeley, Colorado
Purchasing Division

Greeley Website
February 8, 2023



Virtual Bid Opening Meeting Due

Wednesday March 8, 2023, 1:00 P.M. (MST)

BID #F23-02-011 Gun Range Update

Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 228 762 546 758

Passcode: Preige

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

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

Section 00120

BID PROPOSAL

PROJECT: BID #F23-02-011 - Gun Range Update

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 non responsive 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

BID #F23-02-011 Gun Range Update
3040 East 8th avenue
Greeley, Colorado

Bid Form - 00130

Police Gun Range

Bid Item	Description / Base Bid	Quantity	Unit	Base bid	Total Cost
Item #1	Media replacement & Lead abatement	1	Entire project		

Total _____

Bid Item	Description / Bid Alternate	Quantity	Unit	Bid Alt cost	Total Cost
Bid Alternate	Remove and replace wooden Timbers	68	All		
	Remove and replace wooden Timbers	17	Top Row		
	Remove wooden timber replace with Ballistic blocks	66	All		

Bid Alt Total _____

BASE BID TOTAL PROPOSAL _____ **dollars**

Base bid Total Proposal (Written Out)

Company Name: _____

Submitted By: _____

Title: _____

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,

BID #F23-02-011 - Gun Range Update

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 NAME -**BID #F23-02-011 - Gun Range Update**

A pre-bid conference will be held:

On February 14, 2023 at 10:00 a.m., 3040 East 8th Street Greeley, CO 80631. All bidders are highly encouraged to attend.

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: **BID #F23-02-011 - Gun Range Update**

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: BID #F23-02-011 - Gun Range Update

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 00500: Subcontractors List
- Section 00510: General Conditions of the Contract
- 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.

EXECUTED:

The City of Greeley

Approved as to Substance

Signed: _____

Name: _____

Title: _____

Date: _____

CONTRACTOR:

Signed: _____

Name: _____

Title: _____

Date: _____

ENDORSED:

The City of Greeley

Approved as to Legal Form

Signed: _____

Name: _____

Title: _____

Date: _____

ENDORSED:

The City of Greeley

Certification of Contract Funds Availability

Signed: _____

Name: _____

Title: _____

Date: _____

REVISED 10-20-22

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,

BID #F23-02-011 - Gun Range Update

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

BID #F23-02-011 - Gun Range Update

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 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	
	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
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$2,000,000
	<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 \$
	EXCESS LIAB						AGGREGATE \$
	DEDUCTIBLE						\$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<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 \$100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						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: **BID #F23-02-011 - Gun Range Update**

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

The proposer certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal, State, County, Municipal or any other department or agency thereof. The proposer certifies that it will provide immediate written notice to the City if at any time the proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstance.

DUNS # (Optional) _____

Name of Organization _____

Address _____

Authorized Signature _____

Title _____

Date _____

SECTION 00410

NOTICE TO PROCEED

Month , 20

TO: NAME

PROJECT: **BID #F23-02-011 - Gun Range Update**

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:

PROJECT: **BID #F23-02-011 - Gun Range Update**

The Owner hereby designates Terry Griebe 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: _____

SECTION 00430

CERTIFICATE OF SUBSTANTIAL COMPLETION

TO: CONTRACTOR

PROJECT: BID #F23-02-011 - GUN RANGE UPDATE

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: **BID #F23-02-011 - Gun Range Update**

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
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SECTION 00510

CITY OF GREELEY

GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

(REVISED MAY 2020)

[SECTION 00510 General Conditions 5-12-20 \(1\).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 _____ %

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

SECTION I. BACKGROUND, OVERVIEW, AND GOALS

A. Background

The City of Greeley is a home rule municipality with a council-manager form of government and is the county seat and the most populous municipality of Weld County, Colorado. Greeley is in northern Colorado and is situated 52 miles north-northeast of the Colorado State Capitol in Denver. According to the U.S. Census Bureau, the population of the city is roughly 111,000 which makes it the 12th-most populous city in Colorado. The City has an annual budget of ~\$490M with a fiscal year that starts Jan 1st, and employees over 1100 employees. Greeley is a major city of the Front Range Urban Corridor and home to the University of Northern Colorado which is a public baccalaureate and graduate research university with approximately 12,000 students and six colleges as well as Aims Community College, which has served the community since 1967.

B. Scope of Work Lead abatement

The City of Greeley, is soliciting Bids relating to the Shooting Range Media replacement and cleaning of the area, located at 3040 East 8th Street. Contracted services will consist of removal and replacement of selected wooden timbers or the new installation of ballistic rated blocks, replenish the rubber in the berm, clean site on both sides of the target berm area. This will include collections of bullet fragments, casings, etc... As well as the packaging, handling, marking, labeling, loading, and transportation of ammunition and all debris from the target range in accordance with all Federal, State, and City rules and regulations.

SECTION II. STATEMENT OF WORK

Pre-Bid Conference

A Pre-Bid Conference will be conducted on February 14, 2023, at 10:00am at 3040 East 8th Street, directly south and across from the Weld County Airport. This is the shooting range location. Range dimensions can be obtained by walking the site and taking necessary measurements and samples to determine necessary removal process. Bidding firms should take the time during the Pre-Bid Conference to obtain measurements, evaluate access conditions.

A. Scope of Services

Scope of Work Timber replacement or Ballistic rated blocks

The shooting range requiring wooden timber Remediation services was designed in 2003, a remediation was conducted in 2009, and lead reclamation was performed in 2015. The actual length of the target range requiring timber removal is approximately 136 feet (68 timbers Total). The wooden timbers are in front of the rubber berm trap. The top row has the most damage, 17 timbers need replaced. These timbers are 6" X 6" X 8', purchased at a local lumber yard. Another alternate would be to use 9.5" X 9.5" X 72" (66) ballistic blocks. Another abatement was done in

2016 and then in 2019. In 2019 the wooden timbers were abated and replaced. In back of the wooden timber is a concrete knee wall 30.75" tall.

All of the work being describe will depend on the amount of the budget.
All measurements and material totals will be field verified.

The City will provide the following:

- Utilities (water and electricity).
- Site: (security fence and a locked gate)
- Staging area for contactor equipment and materials.
- Criminal Background checks on all contractor employees working on site.

Project Guidance Documents:

The Colorado Department of Public Health and the Environment (CDPHE) issued the Corrective Action at Outdoor Shooting Ranges Guidance Document that provides guidance for owners and operators regarding maintenance and rehabilitation of outdoor shooting ranges. The document is available at www.cdphe.state.co.us/hm/shootingrange.pdf. Under this guidance, the CDPHE allows for the implementation of Best Management Practices (BMP) to address spent lead shot at active firing ranges. CDPHE does not consider spent lead shot to be a solid waste subject to regulation under the Colorado Hazardous Waste Act (CHWA) as long as the range is active and BMP for lead management are followed. These BMP include routine maintenance and rehabilitation of active firing ranges to reduce the amount present in the environment. The lead which is recovered from the Timbers may be recycled in accordance with 6 CCR 1007-3 Section 261-6 of the CHWA. Lead which is not recycled is considered a hazardous waste under the CHWA and must be managed accordingly.

Scope of Work Media Replacement and Generalized Scope

Provide all labor, all materials such as Super sack rubber, the media needs to be approximately 2 feet deep, we have approximately 17 lanes at 8 feet wide per lane, length (front edge to top edge) of the trap is 25 feet.

Wooden timbers, equipment, tools, supplies and services required to remove the damaged timbers and debris from the range floor which is defined by the wooden wall on the east end approx. 136 feet by 160 feet towards the west. This includes removal of bullets, casings, from in front of the rubber berm trap and on both sides within the active range 150 feet by 100 feet. The alternate method chosen for firing range rehabilitation is to physically remove the wooden timbers (68) and dispose of offsite and replace with Ballistic rated blocks, or just remove the top row (17) and replace. This is broken out in the bid form 00130. Any packaging or containerizing, handling, marking, labeling, loading, and transportation of ammunition, from the target range in accordance with all Federal, State, and local regulations.

All measurement and material totals will be field verified.

All spent ammunition recovered from the range floor will be placed in barrels/containers supplied by vendor. Upon completion of all work, all containers shall be removed from the City property and disposed of properly and according to all rules and regulations, Federal, State, and City.

The contractor shall protect all underground utilities and other improvements, which may be impaired during construction operations. It shall be the Contractor's responsibility to ascertain the actual location of all existing utilities and other improvements that shall be encountered in its construction operations, and to see that such utilities or other improvements are adequately protected from damage due to such operations.

The contractor shall comply with the requirements of the Erosion and Stormwater Quality Control Plan and acknowledge the responsibility to determine whether the construction activities on these plans require Colorado Discharge Permit System (CDPS) permitting for Stormwater discharges associated with construction activity.

Contractor shall provide, if needed, a trash removal/dumpster. Dumpsters owned by the facility will not be used for contractor generated debris or trash.

The contractor shall, in the range floor work area, remove the casings, lead shot and lead fragments. Lead and casings recovered by the separation processes will be recycled or otherwise properly disposed of by the contractor.

The project goal is to seek the most cost effective and ecologically sound process. Based on EPA guidance for shooting range management, the range recovery of lead is 90-100%.

The contractor shall control and properly dispose of all hazardous waste generated by construction activities. Wastes defined as hazardous shall be stored in approved containers as specified in 49 CFR Title 49, Part 178, properly labeled to identify the type of waste and date filling of the container commenced. The successful Contractor shall remove the container from the sites, and store and dispose of hazardous waste in accordance with 40 CFR 263 and 40 CFR 264.

The successful Contractor shall provide written certification of hazardous-waste disposal at an approved facility and shall defend, indemnify, and hold harmless the City of Greeley, its elected officials, and their respective agents, officers, servants, and employees from all loss, costs, damages, injury, liability, liens, demands, actions, and any other claims arising out of or related to the disposal of hazardous waste pursuant to this Range Lead Remediation Project. If managed correctly, the amount of hazardous waste should be minimized through the recycling or stabilization with prospective hazardous materials.

When clean-up is performed, a dust control plan shall be developed as dust may contain small amounts of airborne lead.

Any Federal, State, or Local Permits required for project completion shall be obtained by the successful Contractor, at the contractor's expense, prior to initiating the work.

Bid Form:

Attached to this proposal is a bid form 00130 document, The Media replacement and the Abatement will be bid as a lump sum, the wooden timber/ Ballistic blocks replacement will be bid as an alternate.

The Request for Proposal is issued by the City of Greeley Public Works Facilities Management Division. Questions regarding the request for proposals should be submitted in writing to:

Shantelle Griego

Purchasing@greeleygov.com

Office Phone # 970-350-9333

For daily on-site support and scheduling at the Firing Range, the successful Contractor shall coordinate with the primary or alternate as listed below:

Primary Contact:	Project Manager Terry Griebel 970-539-6232
Primary Contact #2	Facilities Manager Janet Timko 970-539-8441
Alternate Contact:	Officer Olen Hunt 970-350-9605

B. Period of Award

The completion date of providing the required product and services shall be August 31st, 2023.

SECTION 00620

SPECIAL PROVISIONS Gun Range Abatement Greeley, Colorado

DESCRIPTION OF THE PROJECT:

The City of Greeley, Colorado is soliciting Bids relating to the Shooting Range Media replacement and cleaning of the area, located at 3040 East 8th Street. Contracted services will consist of removal and replacement of selected wooden timbers or as an alternate replace with ballistic blocks, re-plenish the rubber in the berm, clean site on both sides of the target berm area. This will include collections of bullet fragments, casings, etc... As well as the packaging, handling, marking, labeling, loading, and transportation of ammunition and all debris from the target range in accordance with all Federal, State, and City rules and regulations

LOCATION OF WORK:

All work is located at the City of Greeley Police Gun Range 3040 East 8th street, Greeley Colo.

Additional Items:

- 1. Construction scheduled time frame for the Police Gun Range August 1st thru August 31st, 2023**
2. Work hours are 7:00 AM to 5:00 pm, unless coordinated with Facilities Division.
3. Restroom will be available within the facility.
4. Parking will be available at facility.
prox cards will be issued by the City's project Manager, must be returned at the end of the project.
5. Contractor must obtain all necessary permits.
- 6. Contact person for Facilities Division. (Terry Griebe@ 970/539-6232) for issues during project.**
7. Per-bid meeting and walk-through is highly recommended to bid this project.
8. Construction work area shall be cleaned up at the end each workday.

PERMITS:

The Contractor must be licensed with City of Greeley. Contractor will obtain necessary permits for work in public facilities. City will waive permit fees.

CONTRACT TIME, LIQUIDATED DAMAGES, DELAYS:

Work shall be completed within (120) days, calendar days of the Notice to Proceed. The Notice to Proceed will be issued after a meeting with the selected contractor, and that contractor has an opportunity to schedule this work.

Liquidated damages will be withheld from the final payment to the Contractor for each day that the project's substantial completion is delayed beyond the contract completion date (60 calendar days plus any additional time allowed by the City per change orders).

Liquidated damage amount will be \$500.00 per 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".

Additional time will be allowed for formal seasonal "bad weather" days. The Contractor shall provide documentation of weather history as described below when submitting requests for additional time for severe weather. An actual adverse weather day must prevent work for 50 percent or more of the CONTRACTOR'S workday, delay work critical to the timely completion of the project and must be documented by the CONTRACTOR. The OWNER'S representative observing the construction shall determine on a daily basis whether or not work can proceed or if work is delayed due to adverse weather or the effects thereof. The CONTRACTOR shall notify the OWNER'S representative in writing of any disagreement as to whether or not work can proceed on a given date, within two (2) calendar days of that date. The OWNER'S representative will use the above written notification in determining the number of working days for which work was delayed during each month.

While extensions of time shall be granted for "unusually severe" weather or climate conditions, no monetary compensations shall be made by the OWNER for any costs to the CONTRACTOR arising out of such delays. The CONTRACTOR shall comply with the portions of these contract documents relating to his project schedule and amendments thereto which result from "unusual severe" weather condition.

Work Hours:

The Contractor is limited to working between 7.00 am to 5:00 pm or per-determined after hours. The work must be coordinated with Terry Griebe@ 970/539-6232 Project Manager or Janet Timko @ 970/350-9334 Facilities Manager.

MEASUREMENT AND PAYMENTS:

This contract is a Lump sum price for construction, etc. No additional payment for work not described in these documents will be allowed, whether a bid item exists or not. The Contractor shall include the costs of all incidentals of construction, labor, equipment, and materials in the appropriate bid item.

FINAL CLEAN UP:

At the completion of the contract and prior to submittal of final pay request, the Contractor shall clean up all construction material and debris. The Contractor shall notify the City when final cleanup is ready for inspection.

POST CONSTRUCTION INSPECTION AND WARRANTY:

Please see General conditions 510 article 11

END OF SECTION 00620