

**CITY OF GREELEY
INVITATION FOR BID**

BALSAM PARK IMPROVEMENTS

BID #FD21-02-034

DUE MARCH 11, 2021 BEFORE 2:00 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 #FD21-02-034

INVITATION FOR BID

The City of Greeley, Colorado is requesting **sealed** bids for Balsam Park Improvements via electronic submission **before March 11, 2021** at which time all bids will be publicly opened and read aloud. No late or faxed bids will be accepted. It is the responsibility of the vendor to ensure the solicitation documents are submitted to the correct email address as noted in the Solicitation Documents. Solicitations delivered to other City of Greeley email addresses may be deemed as late and not accepted.

Instructions for electronic submittal.

Email your Bid Response to purchasing@greeleygov.com. purchasing@greeleygov.com Submit your Bid response to this email only – please do not email to multiple people. Only email's sent to will be considered as responsive to the invitation to bid. Emails sent to other City emails may be considered as non-responsive and may not be reviewed.

Bids shall be submitted in a single Microsoft Word or PDF file under 20MB

The Bid number and Project name **must be noted** in the subject line, otherwise the Bid may be considered as non-responsive to the Bid. Electronic submittals will be held, un-opened, until the time and date noted in the Bid documents or posted addenda.

The City of Greeley disseminates all bids 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, 00160 and 00520**. 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 (optional) pre-bid meeting will be held on February 23, 2021 at 11:00am MST via a Zoom meeting. All prospective bidders are highly encouraged to attend.

Invitation to a scheduled Zoom meeting.

Join Zoom Meeting

<https://greeleygov.zoom.us/j/83752505221>

Meeting ID: 837 5250 5221

Passcode: 648736

Dial by your location

+1 312 626 6799 US (Chicago)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

Each bid shall be accompanied, by a bidder's bond executed by a surety company authorized to do business in Colorado, made payable to the City of Greeley, Colorado or by a certified check drawn on a bank which is insured by the Federal Deposit Insurance corporation 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 of the bids without the consent of the City of Greeley, Colorado, for a

4-7-2020

period of sixty (60) days after the scheduled time of the receiving the bids.

All proposals will be confidential until a contract is awarded and fully executed. At that time, all proposals and documents pertaining to the proposals will be open for public inspection, except for the material that is proprietary or confidential. However, requests for confidentiality can be submitted to the Purchasing Contact provided that the submission is in accordance with the following procedures. This remains the *sole responsibility* of the offeror. The Purchasing Contact will make no attempt to cure any information that is found to be at a variance with this procedure. The offeror may not be given an opportunity to cure any variances after proposal opening.

Neither a proposal in its entirety, nor proposal price information will be considered confidential/proprietary. Questions regarding the application of this procedure must be directed to the Purchasing Contact listed in this RFP.

"Public Viewing Copy: The City is a governmental entity subject to the Colorado Open Records Act, C.R.S. §§ 24-72-200.1 et seq. ("CORA"). Any bids/proposals submitted hereunder are subject to public disclosure by the City pursuant to CORA and City ordinances. Vendors may submit one (1) additional complete bid/proposal clearly marked "FOR PUBLIC VIEWING." In this version of the bid/proposal, the Vendor may redact text and/or data that it deems confidential or proprietary pursuant to CORA. Such statement does not necessarily exempt such documentation from public disclosure if required by CORA, by order of a court of appropriate jurisdiction, or other applicable law. Generally, under CORA trade secrets, confidential commercial and financial data information is not required to be disclosed by the City. Bids/Proposals may not be marked "Confidential" or "Proprietary" in their entirety. All provisions of any contract resulting from this request for proposal will be public information."

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 Doug Clapp via email: doug.clapp@greeleygov.com or at 970-350-9792. Deadline to receive questions is February 25, 2021 by 3:00pm.

Doug Clapp
Purchasing Manager

Greeley Website
2/8/21

Section 00120

BID PROPOSAL

PROJECT: Balsam Park Improvements – FD21-02-034

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 by August 14, 2021. 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. Estimated time frame for notice to proceed March 26, 2021.

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

EGNP - BALSAM PARK PHASE I - BID TAB
City of Greeley

CONTRACT ITEM NO.	CONTRACT ITEM	UNIT	Phase I	ITEM COST	TOTAL COST
510	General Conditions	LS	1		
1010	Mobilization	LS	1		
1010	Traffic Control - on Balsam and parking adjacent to improvements	LS	1		
1010	Construction Surveying and Staking	LS	1		
130-SW	Temporary Facilities - Construction Fencing	LF	1325		
130-SW	Sediment Control Log (12 inch)	LF	1245		
130-SW	Silt Fence	LF	1		
130-SW	Rock Check Dam	LF	1		
130-SW	Vehicle Tracking Pad	EA	1		
130-SW	Pre-Fabricated Vehicle Tracking Control	EA	1		
130-SW	Concrete Washout Structure	EA	1		
130-SW	Mulching (Hydraulic or crimped straw)	AC	0.3		
130-SW	Mulch Tackifier	LB	600		
130-SW	Soil Retention Blanket	SY	1		
130-SW	Sweeping (Sediment Removal)	HRS	16		
130-SW	Sediment Removal and Disposal (Labor)	HRS	16		
130-SW	Sediment Removal and Disposal (Equipment)	HRS	8		
130-SW	Erosion Control Supervisor	DAYS	90		
1818	Sand for Sand Pit at base of spillway - 2 ft depth	CY	140		
2220	Clear and Grubbing - existing sod	AC	1.10		
2220	Topsoil remove, stockpile and replace - 4" depth assumed	CY	394		
2220	Embankment - cut on site - no export - grading plus 3 ft depth at sand play area	CY	184		
2220	Embankment - Import material	CY	915		
2229	Aggregate Base Course	CY	69		
2514	Water Utilities - Waterline extension for sand and water play	LS	1		
2576	Asphalt Pavement - utility cut and backfill	SY	12		
2730	Crusher Fines Pavement - 4" depth, stabilized	SY	1,161		
2810	Irrigation Adjustment of existing system	LS	1		
2810	Irrigation - bubblers to trees	EA	35		
2810	Irrigation - drip/techline for shrubs	SF	1,915		
2900	<i>Acer negundo</i> 'Sensation' - Sensation Boxelder, 2" cal.	EA	3		
2900	<i>Catalpa speciosa</i> - Western Catalpa, 2" cal.	EA	3		
2900	<i>Celtis occidentalis</i> 'Prairie Pride' - Prairie Pride Hackberry, 2" cal.	EA	4		
2900	<i>Gleditsia triacanthos inermis</i> 'True Shade' - True Shade Honeylocust, 2" cal.	EA	4		
2900	<i>Pyrus ussuriensis</i> 'Mountain Frost' - Mountain Frost Ussurian Pear, 2" cal.	EA	2		
2900	<i>Quercus muehlenbergii</i> - Chinkapin Oak, 2" cal.	EA	3		
2900	<i>Juniperus scopulorum</i> 'Grey Glean', 5 ft	EA	5		
2900	<i>Picea x glauca</i> 'Big Berta' - Big Berta White Spruce, 5 ft	EA	3		
2900	<i>Picea glauca</i> 'Densata' - Black Hills Spruce, 6 ft	EA	2		
2900	<i>Picea pungens</i> 'Fastigiata' - Fastigiata Spruce, 6 ft	EA	4		
2900	<i>Pinus edulis</i> - Pinyon Pine, 5 ft	EA	2		
2900	<i>Amelanchier alnifolia</i> - Saskatoon Serviceberry, 4 ft, clump	EA	5		
2900	<i>Amelanchier canadensis</i> - Shadblow Serviceberry, 4 ft clump	EA	15		
2900	<i>Philadelphus lewisii</i> 'Cheyenne' - Cheyenne Mock Orange, 5 gal.	EA	12		
2900	<i>Physocarpus opulifolius</i> 'Coppertina' - Coppertina Ninebark, 4 ft clump	EA	6		
2900	<i>Prunus pumila besseyi</i> 'Pawnee Buttes' - Creeping Western Sand Cherry, 5 gal.	EA	17		
2900	<i>Symphoricarpos albus</i> - White Snowberry, 5 gal.	EA	10		
2900	<i>Symphoricarpos occidentalis</i> - Western Snowberry, 5 gal.	EA	13		
2900	<i>Syringa vulgaris</i> - Common Purple Lilac, 4 ft clump	EA	4		
2900	Mulching - coffee mulch, 4" depth	SF	1915		
2920	Low Grow seed mix with mycorrhizae	SF	19,265		
2920	Sod Replacement - repair	SF	6,365		
3310	Concrete Pavement (6" thick)	SY	267		
3310	Concrete Vertical Curb (12"x6") around crusher fines area	LF	157		
3700	Random Boulders - 36" dia	EA	8		
3700	Random Boulders - 24" dia	EA	7		
3700	Random Boulders - 18" dia	EA	5		
9300	Picnic Tables - 6ft	EA	2		
9300	Picnic Tables - 8ft ADA	EA	2		
9300	Trash Receptacles	EA	6		
9300	Bike Racks	EA	2		
9300	Shade Structures - Natural Structures, Catskill Series, 16' x 34'	LS	4		
9300	Foundations for Shade Structures - structural concrete	CY	12		
9300-Dwgs	Concrete spillway with Cadron Pump and Boulders	LS	1		
9300-Dwgs	Wacky Post: 12" dia	EA	8		
9300-Dwgs	Wacky Post: 18" dia	EA	4		
9300-Dwgs	Accessible Entrance: 60" Opening	EA	3		
9300-Dwgs	Horizontal Log Border: 24" dia	LF	205		
9300-Dwgs	Log Cluster: Version 3A	EA	4		
9300-Dwgs	Log Cluster: Version 4B	EA	4		
9300-Dwgs	Log Tunnel	EA	1		
9300-Dwgs	Stump Activity Table: 32" ht	EA	1		
9300-Dwgs	Stump Activity Table: 34" ht	EA	1		
9300-Dwgs	Stump Activity Table: 38" ht	EA	1		
9300-Dwgs	Natural Stone Boulder Cave	EA	1		
9300-Dwgs	Amorphous Log Climber: Large	EA	2		
9300-Dwgs	Ecological Restoration Amorphous Log	EA	4		
				Total Base Bid	\$ -

ADD ALTERNATE 1 - Perimeter Walk

COG 02220	Topsoil remove, stockpile and replace - 4" depth assumed	CY	118		
COG 02730	Crushed Stone Paving - 4" depth, stabilized	SY	1,030		
COG 02930	Sod Replacement	SF	6,060		

Total Base Bid (written out):

Vendor Name:

Authorized Signature:

Print Name:

Phone Number:

Email Address:

Date:

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,

Balsam Park Improvements – FD21-02-034

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

Balsam Park Improvements – FD21-02-034

A pre-bid conference will be held:

On February 23 at 11:00 a.m., via Zoom meeting. All bidders are highly encouraged to attend.

Join Zoom Meeting

<https://greeleygov.zoom.us/j/83752505221>

Meeting ID: 837 5250 5221

Passcode: 648736

Dial by your location

+1 312 626 6799 US (Chicago)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

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: **Balsam Park Improvements – FD21-02-034**

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: Joel Hemesath

Title: Director of Public Works

ACKNOWLEDGMENT: Receipt of the foregoing Notice of Award accompanied with a Performance and Payment Bond form and a signed copy of the Contract Document is hereby acknowledged this _____ 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: **Balsam Park Improvements – FD21-02-034**

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-Roy Otto

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,

Balsam Park Improvements – FD21-02-034

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

Balsam Park Improvements – FD21-02-034

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: **Balsam Park Improvements – FD21-02-034**

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

***Strike when not applicable

SECTION 00360

Balsam Park Improvements – FD21-02-034

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: **BALSAM PARK IMPROVEMENTS – FD21-02-034**

To Whom It May Concern:

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

You are to complete this project by Month , 20

CITY OF GREELEY, COLORADO

By: _____

Title: _____

Signature

SECTION 00420

PROJECT MANAGER NOTIFICATION

_____, 20____

TO:

PROJECT: **Balsam Park Improvements – FD21-02-034**

The Owner hereby designates _____ 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: BALSAM PARK IMPROVEMENTS – FD21-02-034

Project or designated portion shall include: Describe Scope.

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

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

DEFINITION OF DATE OF SUBSTANTIAL COMPLETION

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

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

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

Certificate of Substantial Completion

Page 2

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

Contractor

Owner

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

SECTION 00440

CERTIFICATE OF FINAL ACCEPTANCE

TO: **CONTRACTOR**

PROJECT NAME: **BALSAM PARK IMPROVEMENTS – FD21-02-034**

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)

ARTICLE 1
DEFINITIONS

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

- 1.9 **Extra Work:** Work not provided for in the Contract as awarded but found to be essential to the satisfactory completion of the Contract, within its intended scope. Reimbursement for extra work is governed by Article 28, CHANGES, or Article 31, CONTRACTOR PROPOSALS.
- 1.10 **Field Order:** A written order issued to a contractor by the Owner, or Project Manager, effecting a minor change or clarification with instructions to perform work not included in the contract. The work will eventually become a Change Order. A field Order is an expedient process used in an emergency or need situation that in many cases does not involve an adjustment to the contract sum or an extension of the contract sum or an extension of the contract time.
- 1.11 **Final Acceptance:** The formal written acceptance by the Owner of the completed Work.
- 1.12 **Force Account:** A method of payment, other than lump sum or unit price, for Work ordered by Change Order or by written notice from the Owner. Reimbursement for force account work is governed by Article 36, FORCE ACCOUNT WORK.
- 1.13 **Furnishing:** Manufacturing, fabricating and delivering to the site of the Work materials, plant, power, tools, patterns, supplies, appliances, vehicles and conveyances necessary or required for the completion of the Work.
- 1.14 **General Conditions (GC):** A section of the Contract Documents which specifies, in general, the contractual conditions.
- 1.15 **General Terms:** Directed, required, permitted, ordered, designated, selected, prescribed or words of like import shall be understood to mean the direction, requirement, permission, order, designation, selection or prescription of the Project Manager. Approved, satisfactory, equal, necessary or words of like import shall be understood to mean approved by, acceptable to, satisfactory to, equal, necessary in the opinion of the Project Manager.
- 1.16 **Indicated:** A term meaning as shown on the Contract Drawings, or as specified and detailed in the Contract Documents.
- 1.17 **Installation, Install, or Installing:** Completely assembling, erecting and connecting material, parts, components, appliances, supplies and related equipment specified or required for the completion of the Work.
- 1.18 **Limit of Work:** Boundary within which the Work, excepting utility and drainage work in Public Right Of Way and Easements, is to be performed.
- 1.19 **Notice to Proceed:** Written notice from the Owner to the Contractor to proceed with the Work.
- 1.20 **Notice of Termination:** Written notice from the Owner to the Contractor to stop work under the Contract on the date and to the extent specified in the Notice of Termination.

- 1.21 **Owner:** The City of Greeley.
- 1.22 **Permanent Drainage Easement:** Area required to construct and maintain permanent drainage facilities for retention, release, and passage of surface water.
- 1.23 **Permanent Utility Easement:** Area required to construct and maintain utility facilities.
- 1.24 **Project:** That specific portion of the Work indicated in the Contract Documents.
- 1.25 **Project Manager:** The Owner's designated representative. The Project Manager has the authority to delegate portions of his responsibilities to others.
- 1.26 **Provide:** In reference to work to be performed by the Contractor, provide means furnish and install completely in place.
- 1.27 **Punch List:** Work determined to be incomplete or unacceptable at time of inspection for substantial completion.
- 1.28 **Samples:** Physical examples which illustrate materials, equipment, fixtures and workmanship which establish standards by which the Work will be judged.
- 1.29 **Schedule:** Acceptable schedules are BAR or GANTT Chart or CPM schedule.
- 1.30 **Shop Drawings:** Documents furnished by the Contractor to illustrate specific portions of the Work. Shop Drawings include drawings, diagrams, illustrations, schedules, charts, brochures, tables and other data describing fabrication and installation of specific portions of the Work.
- 1.31 **Specifications:** A document applicable to construction contracts containing the Technical Provisions.
- 1.32 **Subcontractor:** Any person, firm or corporation, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, material or labor and materials, under this Contract.
- 1.33 **Special Provisions:** Provisions especially applicable to this Contract which invoke, modify and supplement the General Conditions which are included in the Contract Documents.
- 1.34 **Substantial Completion:** The state in the progress of Work when the Work, or a designated portion thereof, is sufficiently complete in accordance with the Contract Documents, so that Owner may access, occupy, use, and enjoy the Project, or designated portion thereof, for its intended purpose. Substantial Completion shall not occur until a temporary or permanent Certificate of Occupancy is issued and only minor punch list items remain for such Work.

1.35 **Technical Provisions:** Those provisions which specify the materials and execution of construction for work entering into the project.

1.36 **Work:** The construction, labor, materials, equipment, and contractual requirements as indicated in the Contract Documents, including alterations, amendments, or extensions thereto made by authorized changes.

1.37 **Work Site:** The area enclosed by the Limit of Work indicated in the Project Drawings and boundaries of local streets and public easements in which the Contractor is to perform work under the Contract. It shall also include areas obtained by the Contractor for use in connection with the Contract, when contiguous to the Limit of Work.

ARTICLE 2 INTERPRETATION

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

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

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

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

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

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

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

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

ARTICLE 3 ENTITY OF CONTRACTOR

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

ARTICLE 4 LIABILITY AND INDEMNIFICATION

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

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

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

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

any such damage promptly, the Owner may have the necessary work performed and charge the cost thereof to the Contractor.

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

ARTICLE 6 CONTRACTUAL RELATIONSHIPS

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

ARTICLE 7 ASSIGNMENT

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

ARTICLE 8 SUBCONTRACTORS

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

ARTICLE 9 CONDITIONS AFFECTING THE WORK

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

ARTICLE 10

GRATUITIES AND CONFLICTS OF INTEREST

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

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

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

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

ARTICLE 11

WARRANTY OF WORK

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

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

11.3 Subcontractors', manufacturers', and suppliers' warranties and guarantees, expressed or implied, respecting any part of the Work and any material used therein shall be deemed obtained and

shall be enforced by the Contractor for the Benefit of the Owner without the necessity of separate transfer or assignment thereof.

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

ARTICLE 12 MATERIAL

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

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

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

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

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

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

ARTICLE 13 WORKMANSHIP AND UNAUTHORIZED WORK

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

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

ARTICLE 14 SUPERINTENDENCE BY CONTRACTOR

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

ARTICLE 15 INSPECTION/TESTING

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

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

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

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

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

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

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

ARTICLE 16

PERMITS AND COMPLIANCE WITH LAWS

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

ARTICLE 17 RIGHTS IN LAND IMPROVEMENT

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

ARTICLE 18 DAMAGE TO THE WORK AND RESPONSIBILITY FOR MATERIALS

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

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

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

ARTICLE 19 EMERGENCIES

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

ARTICLE 20 NOTICE TO PROCEED

20.1 The Owner will issue a Notice to Proceed to the Contractor within 15 days after the Contractor has executed the Contract and has delivered the specified bonds and Certificates of Insurance as required by the Owner. Except as specifically authorized in writing by the Owner, the Contractor is not authorized to perform work under the Contract until the effective date of the Notice to Proceed. Within 10 days after the effective date of such Notice to Proceed, the Contractor shall

commence work and shall diligently prosecute the Work to completion within the time limits specified. These time periods may be modified by mutual written agreement of both the Owner and Contractor.

ARTICLE 21

PROGRESS SCHEDULE AND REQUIREMENTS FOR MAINTAINING PROGRESS

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

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

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

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

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

ARTICLE 22

SUSPENSION OF WORK

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

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

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

ARTICLE 23

FINAL INSPECTION AND ACCEPTANCE

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

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

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

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

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

ARTICLE 24

PROGRESS PAYMENTS

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

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

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

ARTICLE 25

PAYMENT TO SUBCONTRACTORS

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

ARTICLE 26

PAYMENT OF TAXES

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

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

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

ARTICLE 27 FINAL PAYMENT

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

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

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

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

ARTICLE 28 CHANGES

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

28.1.1 In the Contract (including drawings and designs);

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

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

28.1.4 Directing acceleration in performance of the work.

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

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

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

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

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

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

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

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

28.10 In the event the Contractor and the Owner are unable to agree upon the Contractor's entitlement to an equitable adjustment or upon the amount thereof, or in the event that it is in the best interest of the Owner to have the Work proceed pending negotiation of amount of an equitable adjustment, the Owner may direct the Contractor to perform the Work in accordance with the Owner order, direction, instruction, interpretation, or determination, with any Contract price adjustments and progress payments for the Work to be determined on a Force Account basis in accordance with

Article 36. The Contractor shall continue diligently to perform the Contract in accordance with the Owner's order, direction, instruction, interpretation, or determination during negotiations with respect to the Contractor's entitlement to an equitable adjustment hereunder or to the amount of any Contract price adjustment or time extension. The Contractor and the Owner may agree on certain aspects of an equitable adjustment and take those aspects out of operation of Force Account provisions. In the event a mutually agreeable equitable adjustment cannot be made, the Contractor shall continue diligently to perform the orders as he proceeds with his remedies under Article 35, DISPUTES, and shall continue to receive compensation on a Force Account basis.

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

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

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

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

28.11.4 Contract changes of less than \$10,000.00 in cost: The Owner may require from the Contractor appropriate documentation to support the prices being negotiated for contract changes

under this sub article, and may refuse to complete negotiations until satisfactory documentation is submitted.

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

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

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

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

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

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

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

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

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

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

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

28.12.3.4 The Contractor or a subcontractor or his prospective subcontractor furnished any data, not within subparagraphs 28.12.3.1, 28.12.3.2, or 28.12.3.3 above, which were not complete, accurate, and current as submitted, the price shall be reduced accordingly and the Contract shall be modified in writing as may be necessary to reflect such reduction. Any reduction in the Contract Price due to defective subcontract data of a prospective subcontractor, when the subcontract was not subsequently awarded to such subcontractor, will be limited to the amount (plus applicable overhead and profit markup) by which the actual subcontract, or actual cost to the Contractor if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor, provided the actual subcontract price was not affected by defective cost or pricing data.

28.13 Subcontract Cost of Pricing Data-- Pricing Adjustment:

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

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

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

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

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

ARTICLE 29 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

29.1 The Contractor shall furnish a Performance Bond in the amount equal to one hundred percent (100%) of the Contract Sum as security for the faithful performance of this Contract and also a Labor and Material Payment Bond in an amount not less than one hundred percent (100%) of the

Contract Sum or in a penal sum not less than that prescribed by State, or local law, as security for the payment of all persons performing labor on the Project under this Contract and furnishing materials in connection with this Contract. The Performance Bond and the Labor and Material Payment Bond may be in one or in separate instruments in accordance with local law and shall be delivered to the Owner not later than the date of execution of the Contract.

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

ARTICLE 30 DIFFERING SITE CONDITIONS

30.1 The Contractor shall within 10 days of actual or constructive notice of a differing site condition, promptly, and before such conditions are disturbed, notify the Project Manager in writing of: (1) subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents, or (2) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. The Project Manager will promptly investigate the conditions, and if such conditions materially differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under the Contract, whether or not changed as a result of such conditions, an equitable adjustment may be made subject to Owner's approval and the Contract modified in writing accordingly.

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

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

ARTICLE 31 CONTRACTOR PROPOSALS

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

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

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

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

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

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

31.3 The Owner may accept in whole or in part any proposal submitted pursuant to the previous Paragraph 31.2 by issuing a Change Order which will identify the proposal on which it is based. The Change Order will provide for an equitable adjustment in the Contract Price and will revise any other affected provisions of the Contract Documents. The equitable adjustment in the Contract price will be established by determining the net savings resulting from the accepted change. The net savings resulting from the change will be shared between the Contractor and the Owner on the basis of 50 percent for the Contractor and 50 percent for the Owner and will be limited to this contract for any one Value Engineering Change Proposal. Net savings will be determined by deducting from the estimated gross savings, the Contractor's costs of developing and implementing the proposal (including any amount attributable to a subcontractor) and the estimated amount of increased costs to the Owner resulting from the change, such as evaluation, implementation, inspection, related items, and the Owner-furnished material. Estimated gross savings will include Contractor's labor, material, equipment, overhead, profit and bond. The Contract price will be reduced by the sum of the Owner's costs and share of the net savings. For the purpose of this Article, the applicable provisions of Article 28, CHANGES, shall be used to determine the equitable adjustment to the Contract price.

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

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

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

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

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

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

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

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

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

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

ARTICLE 32 EXTENSION OF TIME

32.1 In addition to the provisions stated in Article 38, the Contractor will be granted an extension of time and will not be assessed liquidated damages for any portion of the delay in completion of the Work, performed under the latest approved progress schedule, arising from acts of God, war, fires, floods, epidemics, quarantine restrictions, freight embargoes, or weather more severe than the norm, provided that the aforesaid causes were not foreseeable and did not result from the fault or negligence of the Contractor, and provided further that the Contractor has taken reasonable precautions to prevent further delays owing to such causes, and has notified the Project Manager in writing of the cause or causes of delay within five days from the beginning of any such delay. Within 15 days after the end of the delay, the Contractor shall furnish the Project Manager with detailed

information concerning the circumstances of the delay, the number of days actually delayed, the appropriate Contract Document references, and the measures to be taken to prevent or minimize the delay. Failure to submit such information will be sufficient cause for denying the delay claims. The Owner will ascertain the facts and the extent of the delay, and its findings thereon will be final and conclusive to provisions under Article 35, DISPUTES. The extension of time granted for these reasons shall not be the basis for additional compensation for any costs incurred during the time of delay.

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

Monthly Anticipated Calendar Days Lost to Adverse Weather Conditions

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

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

An actual adverse weather day must prevent work for 50 percent or more of the Contractor's workday. When the Contractor anticipates documenting a weather day, he/she shall first notify the Project Manager or his/her designee observing the construction to determine whether or not work can proceed or if work is delayed due to adverse weather or the effects thereof. If in agreement, the Contractor shall formally request a weather day in writing to the Owner's Project Manager or his/her designee. The Contractor shall also notify the Owner's Project Manager in writing or his/her designee of any disagreement as to whether or not work could have proceeded on a given date within 2 calendar days of that date. The final decision regarding an adverse weather day will be made by the Project Manager or his/her designee.

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

32.1.2 An extension of time will not be granted for a delay caused by a shortage of materials, except Owner-furnished materials, unless the Contractor furnishes to the Project Manager documentary

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

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

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

ARTICLE 33 NOTICE OF POTENTIAL CLAIM

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

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

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

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

ARTICLE 34 SUBMITTAL OF CLAIMS

34.1 Claims filed by the Contractor shall contain sufficient detail to enable the Owner to ascertain the basis and amount of said claims. The Owner will review and evaluate the Contractor's claims. It will be the responsibility of the Contractor to furnish when requested by the Project

Manager such further information and details as may be required to determine the facts or contention involved in his claims. Failure to submit such information and details will be sufficient cause for denying the Contractor's claims.

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

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

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

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

ARTICLE 35 DISPUTES

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

35.2 Negotiation: In the event of disputes, unsettled claims, questions or disagreements between the contractor and the City relating to or arising out of the provisions of this Contract, the representatives of those parties shall meet promptly in recognition of mutual interests and in a good faith effort to resolve the dispute. Either the Contractor or the City shall arrange for this meeting at a time and place within the City of Greeley, mutually acceptable to both parties, within fifteen (15) days of notification of the dispute, unsettled claim, question, or disagreement between the parties. Seven (7) days prior to the meeting, the initiating party shall deliver to the other party, a written and complete

summary of the evidence and arguments substantiating its claim. If the parties do not reach a solution within thirty (30) days after said initial meeting, then upon notice of either party to the other, the dispute, claim, question, or difference, may be referred to a mediator pursuant to Section 35.3. The parties can extend the negotiation period by mutual written agreement.

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

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

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

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

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

reasoned opinion, and shall include findings of fact and conclusions. All fees and expenses of the arbitration, including the expense of each party's counsel, experts, witnesses, and preparation and presentation of proofs, shall be borne by the party against whom arbitration judgment is made.

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

ARTICLE 36 FORCE ACCOUNT WORK

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

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

Labor 25 percent
Materials 20 percent
Equipment 10 percent

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

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

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

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

36.2.1.1, will be added a percentage based upon current State and Federal laws and applicable labor contracts concerning payments made to or on behalf of workmen other than actual wages, which percentage will constitute full compensation for all payments imposed by State and Federal laws and for all other payments made to or on behalf of the workmen, other than actual wages as defined in the previous subparagraph 36.2.1.1 and the subsistence and travel allowance as specified in the following subparagraphs 36.2.1.3. The Contractor shall compute a separate percentage for each craft, or a composite percentage for all crafts, if so approved by the Owner. Computed percentages shall be submitted to the Project Manager for approval by the Owner.

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

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

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

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

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

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

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

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

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

36.2.3 Equipment: The Contractor will be paid for the use of contractor-owned or rented equipment at the rental rates shown in the Colorado State Department of Highways Construction Equipment Rental Rate Schedule, except as modified below, which edition shall be the latest edition in effect at the time of commencement of the Force Account work. For equipment used in excess of eight hours per day, the rental rate shall be 60 percent of the listed hourly rate. If it is deemed necessary by the Contractor to use equipment not listed in the C.D.O.H. Construction Equipment Rental Rate Schedule, the Contractor shall furnish the necessary cost data and paid invoices to the Project Manager for his use in establishment of such rental rate.

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

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

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

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

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

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

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

payment for loading and transporting will be made if the equipment is used at the site of the force account work on other than such force account work.

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

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

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

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

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

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

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

ARTICLE 37

TERMINATION FOR CONVENIENCE OF THE OWNER

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

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

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

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

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

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

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

37.2.6 Transfer title and deliver to the Owner in the manner, at the times, and to the extent, if any directed by it, (a) the fabricated or unfabricated parts, work in process, completed work, supplies and other material procured as part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination, and (b) the completed or partially completed plans,

drawings, information, and other property, which, if the Contract had been completed, would have been required to be furnished to the Owner;

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

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

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

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

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

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

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

37.5.1.1 The cost of such work;

37.5.1.2 The cost of settling and paying claims arising out of the termination of work under subcontracts or orders as provided in subparagraph 37.2.5 above, exclusive of the amounts paid or

payable on account of supplies or materials delivered or services furnished by the subcontractor prior to the effective date of the Notice of Termination of work under this Contract, which amounts shall be included in the cost on account of which payment is made under 37.5.1 above.

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

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

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

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

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

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

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

ARTICLE 38

TERMINATION FOR DEFAULT

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

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

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

38.4 If, after Notice of Termination of the Contractor's right to proceed under the provisions of this Article, it is determined for any reason that the Contractor was not in default under the provisions of this Article or that the Contractor was entitled to an extension of time under Article 32, EXTENSION OF TIME, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to Article 37, TERMINATION FOR CONVENIENCE OF THE OWNER.

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

ARTICLE 39

TERMINATION OF RIGHT TO PROCEED FOR CERTAIN DEFAULTS

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

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

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

39.1.3 Abandonment of Contract.

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

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

39.1.6 Performance of the Contractor in bad faith.

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

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

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

ARTICLE 40

RIGHTS AND OBLIGATIONS OF PARTIES AT TERMINATION FOR DEFAULTS

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 41 LIQUIDATED DAMAGES

41.1 Time is of the essence of the Contract. In the event the Contractor fails to achieve Substantial Completion of the Work within the Contract Time, or fails to meet any other time requirement or the time limit set forth in the Contract, after due allowance for any extension or extensions of time made in accordance with the Contract, the Contractor shall pay to the Owner as fixed, agreed and liquidated damages, pursuant to the clause of the Contract entitled TERMINATION FOR DEFAULT—DAMAGES FOR DELAY—TIME EXTENSIONS, the sum of \$500.00 for each

calendar day of delay unless otherwise stated in the Special Provisions. Such liquidated damages shall be assessed for each and every day that the Contractor shall be in default. The Owner shall have the right to deduct said liquidated damages from any amount due or that may become due the Contractor, or to collect such liquidated damages from the Contractor or its surety.

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

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

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

ARTICLE 42 USE AND POSSESSION PRIOR TO COMPLETION

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

ARTICLE 43 RIGHTS IN SHOP DRAWINGS AND WORKING DRAWINGS

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

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

ARTICLE 44 PATENT AND COPYRIGHT

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

ARTICLE 45 HISTORICAL, SCIENTIFIC AND ARCHAEOLOGICAL DISCOVERIES

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

ARTICLE 46 SUBSTITUTIONS

46.1 Where reference is made to one or more proprietary products but restrictive descriptive material of only one manufacturer is used, it is understood that the products of other manufacturers will be accepted, provided they equal or exceed the standards set forth in the plans and specifications and are compatible with the intent and purpose of the design, subject to the written approval of the Owner and the Project Manager. If the descriptive material is not restrictive, the products of other manufacturers specified will be accepted without prior approval provided they are compatible with the intent and purpose of the design.

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

ARTICLE 47 INSURANCE

47.1 General

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

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

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

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

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

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

47.1.7 Liability insurance may be arranged by Comprehensive General Liability and

Comprehensive Automobile Liability policies for the full limits required; or by a combination of underlying Comprehensive Liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.

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

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

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

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

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

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

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

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

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

47.3 General Liability

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

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

47.4 Automobile Liability

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

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

47.5 Property Insurance:

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

ARTICLE 48 UNCOVERING AND CORRECTION OF WORK

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

ARTICLE 49 EQUAL OPPORTUNITY

49.1 The Contractor agrees to comply with the letter and spirit of the Colorado Antidiscrimination Act of 1957, as amended, and other applicable laws respecting discrimination and unfair employment practices (24-34-402, CRS 1973, as amended). The Contractor shall be responsible for any discriminatory or unfair employment practices of his subcontractors. Neither the Contractor nor any subcontractor will discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, religion, ancestry, mental or physical handicap, or age. Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, national

origin, sex, religion, ancestry, mental or physical handicap, or age. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

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

ARTICLE 50 CLAIMS

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

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

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

ARTICLE 51 NOTICES

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

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

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

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

ARTICLE 53 CAPTIONS OR HEAD NOTES

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

ARTICLE 54 EFFECTIVE AND BINDING

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

ARTICLE 55 CONTRACTOR

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

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

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

55.4 All drawings, tracings, specifications, digital media/electronic files and other material prepared and furnished under and for this Contract shall become the property of the Owner upon substantial completion and/or their acceptance by the Owner and/or upon termination of the services

of the Contractor. Such documents shall be promptly delivered to the Owner upon demand and thereafter may be used by the Owner in whole or in part or in modified form, for those purposes it may deem advisable without further employment of, or payment of additional compensation to, the Contractor.

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

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

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

ARTICLE 56

APPEALS

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

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

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

**ARTICLE 57
PROHIBITED INTEREST**

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

**ARTICLE 58
FINDINGS CONFIDENTIAL**

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

**ARTICLE 59
GENERAL PROVISIONS**

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

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

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

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

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

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

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

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

59.9 The Owner certifies the following;
A. An amount of money equal to or greater than the Contract amount has

been appropriated and budgeted for the Project which this Contract concerns.

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

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

ARTICLE 60 CONTRACTOR ACCEPTANCE

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

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

ARTICLE 61 SUCCESSORS AND ASSIGNS

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

ARTICLE 62 SEVERABILITY CLAUSE

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

ARTICLE 63 AGREEMENT

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

ARTICLE 64 COLORADO LABOR

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

ARTICLE 65 ELECTRONIC SIGNATURE

65.1 The Contract Documents may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document. The Contract Documents, including all component parts set forth above, may be executed and delivered by electronic signature by any of the parties and all parties consent to the use of electronic signatures.

ARTICLE 66 FORCE MAJEURE

66.1 To the extent that either party is not able to perform an obligation under this Agreement due to fire; flood; acts of God; severe weather conditions; strikes or labor disputes; war or other violence; acts of terrorism; plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions; act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, or other cause beyond that Party's reasonable control, that Party may be excused from such performance so long as such Party provides the other Party with prompt written notice describing the condition and takes all reasonable steps to avoid or remove such causes of nonperformance and immediately continues performance whenever and to the extent such causes are removed.



SECTION 00520

Balsam Park Improvements - FD21-02-034

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.

PROJECT SPECIAL PROVISIONS

FOR

EAST GREELEY NEIGHBORHOOD PARKS

BALSAM PARK IMPROVEMENTS

CONSTRUCTION DOCUMENTS

CITY OF GREELEY
CULTURE, PARKS AND RECREATION, PARKS DIVISION

ISSUED FOR BID
February 1, 2021

City of Greeley Project No. CIP2020-0013
Matrix Project No. 19.906.001

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CITY OF GREELEY
PUBLIC WORKS DEPARTMENT

City of Greeley Project No. CIP2020-0013
Matrix Project No. 19.906.001

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GENERAL INFORMATION

PROJECT DESCRIPTION

The project includes construction documents for Balsam Park.

Balsam Park Improvements

Balsam Park improvements will transform the central play field into a community gathering spot complete with earth forms, crusher fines trails, shade structures, picnic tables, sand and water play, nature play items, landscaping, and irrigation repair.

Key elements of work include:

- Erosion and sediment control
- Clearing and grubbing
- Safety
- Earthwork excavation and embankment, earth forms
- Water line tap in Balsam for sand and water play
- Nature Play structures of Cadron pump and spillway, wacky posts, log cluster, log tunnel, boulder cave, amorphous log, log borders, landscape boulders
- Site furnishings – Picnic shelters, picnic tables, trash receptacles, bike racks
- Crusher fines trails
- Concrete pads for shade structures, ramp, and site furnishing pads, vertical curb
- Irrigation adjustments to existing and new irrigation
- Native grass seed and sod replacement
- Deciduous and evergreen trees, shrubs
- Construction surveying
- Project management and correspondence
- Construction Quality Control
- Add Alternate – Perimeter Walk constructed of crusher fines pavement and sod patch back located on the east and south side of Balsam Park.

CONSTRUCTION PLANS

The construction plans for this project are dated January 29, 2021.

Governing Specifications

Standard Construction Specifications for this project shall be the following

- City of Greeley Design Criteria and Construction Specifications
 - Volume I, Street Specifications
 - Volume II, Storm Drainage Criteria and Construction Specifications (SDDC)

- Volume III, Potable Water Distribution, Sanitary Sewer Collection, and Non-Potable Irrigation Systems (WSDC)
- Colorado Department of Transportation (CDOT) “Standard Specifications for Road and Bridge Construction” adopted in 2019 and as hereinafter modified.
- City of Greeley Parks Specifications
 - Section 02730 Crusherfine Trail
 - Section 02900 Landscaping
 - Section 02920 Lawns and Grasses, Soil Prep and Seeding
 - Section 02930 Lawns and Grasses, Soil Prep & Turf Installation

In case of conflict, documents shall have the following priorities: (1) Special Provisions, (2) General Conditions, (3) Construction Documents, (4) City of Greeley Design and Construction Specifications Volumes I-III, (5) CDOT Standard Special Provisions, (6) CDOT Standard Specifications.

The edition as noted in the CDOT M&S Standard Plans List contained in the plans shall be utilized when CDOT Standard Plans are referenced.

LICENSE, FEES, AND PERMITS

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

The Contractor shall obtain a Land Grading Permit from the City of Greeley prior to performing any work on the project.

The Contractor shall obtain all required Colorado Discharge System Permits. Storm Water Discharge Associated with Construction Activities from State of Colorado, Department of Public Health & Environment, Water Quality Division for temporary storm water runoff and dewatering from the site. Contactor shall also submit a Stormwater Management Plan (SWMP) to the City Stormwater Management Division for review and approval. The Contractor shall provide a copy of permit(s) to the City prior to construction.

All fees related to acquiring permits from the City of Greeley will be waived, but the Contractor is responsible for paying all fees for other permits required by the project.

CERTIFICATE OF INSURANCE

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

SALES TAX

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

PRE-CONSTRUCTION CONFERENCE

After Contract Notice of Award, the Contractor shall attend a pre-construction conference with the City prior to commencement of construction. Refer to General Conditions for Pre-construction conference

requirements of the Contractor. The Contractor shall submit the following information at the pre-construction meeting:

- Storm Water Management Plan
- Traffic Control Plan for Balsam Ave
- Asphalt Patch (at utility install location) Mix Design
- Concrete Mix Designs (for shade structure pads, concrete ramp, and site furnishings pads)
- Materials Source submittals
- Materials Suppliers list
- List of Subcontractors
- Insurance Certificates
- Bar graph construction progress schedule in accordance with General Conditions Article 21
- CDPHE Colorado Storm Water Discharge Permit

SCALE TICKETS

The Contractor shall provide certified scale tickets for each truck load of material to be paid by unit weight that is delivered to and incorporated in the project. The Contractor shall submit tickets to the designated City project representative at the time material is delivered to the site.

SUBMITTALS - CONSTRUCTION MATERIALS

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

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

- Aggregate Base Course
- Crusher fines analysis and stabilizer material
- Concrete mix designs
- Water Utility components/materials
- Site Furnishings including shade structures, picnic tables, trash receptacles, and bike racks
- Nature Play Items

- Landscape substitution list
- Seed mixes
- Landscape materials - boulders
- Irrigation components

MEASUREMENT AND PAYMENT

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

CONSTRUCTION SEQUENCING

Work hours for the project are Monday through Friday 7:00 am to 5:00 pm. No work will be permitted on City Holidays or weekends unless approved by the City Project Manager. All late-night concrete sawing operations shall require prior approval by the City Project Manager. The Contractor shall be required to deliver a notice of this operation to residents a minimum of twenty-four hours in advance of this operation.

The construction for the project will be scheduled over four months.

Access requirements for Balsam Park:

- The soccer fields will continue to be used during construction. The contractor will be able to use no more than 20 parking spaces adjacent to the construction area on Balsam Ave. for the Balsam Park Improvements.

Once work commences it shall continue until complete, with weather days being provided at the City Project Manager's discretion in accordance with the contract documents.

WORK SCHEDULING

Purpose of this Special Provision

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

The Contractor is advised that the Balsam Park Improvements will impact and be impacted by the scheduled use of the soccer fields during the period of construction. The construction area shall be secured each day to protect the public from potential harm of unauthorized personnel in an active construction zone. Sidewalk detours and times of closure shall be proposed and approved by the project Engineer prior to construction to ensure the public safety.

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

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

Notice to Proceed/Limitations/Responsibilities

The City of Greeley will issue the Notice to Proceed on this Contract on or before **March 26, 2021** provided the Contractor executes a Contract with the City of Greeley for the work and complies with all the requirements of the Contract Documents relating to the issuance of the Notice to Proceed. Any delay in issuing the Notice to Proceed on or before **March 26, 2021** due to Contractor-caused circumstances shall not be cause for adding additional days to the project.

Once the Notice to Proceed has been issued, the Contractor has 30-days to mobilize to the project site. Once Contractor has mobilized to the site the construction period starts.

Total Project Completion Date

The Contractor shall be complete with all work within the number of calendar days specified in the Contract. Complete shall include, but not be limited to the following items in the contract:

- All preparatory items;
- All earthwork items and related items;
- All pavement, sidewalk, abutment walls, and related items;
- All utility items;
- All site furnishings and play structures;
- All sodding, seeding, landscaping and irrigation items.

In addition, complete shall include any extra work not contemplated in the original contract or additional quantities of contract items that may be required.

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

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

CONTRACT TIME, LIQUIDATED DAMAGES, DELAYS

Construction must be completed in its entirety by August 14, 2021. Contract time commences on the date of the Notice to Proceed. Where a number of days is specified in this Contract it shall mean "Calendar Days" unless otherwise specified according to Article 59 of the General Provisions.

The project shall be considered substantially complete when, as determined by the Engineer, the Contractor has completed his work. The liquidated damages amount will be in the amount of \$1,500.00 for each calendar day. Liquidated damages are based on additional costs to the City of Greeley for delay of project completion and are not a "late penalty".

There shall be liquidated damages for each of the two construction phases as described in the plans and the work order plan in Section V of this document.

Milestone	Anticipated Calendar Days	<i>Anticipated Date</i>
Notice to Proceed	0	<i>March 26, 2021</i>
Substantial Completion	90	<i>July 31, 2021</i>
Final Completion	11	<i>August 14, 2021</i>

Substantial completion for each park. Final completion shall consist of all work covered in the contract.

Listed below are the anticipated numbers of calendar days lost to normal adverse weather for each month.

Monthly Anticipated Calendar Days Lost to Adverse Weather Conditions												
Month	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
Normal Days Lost	7	4	4	4	6	3	4	2	3	3	2	5

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

An actual adverse weather day must prevent work for 50 percent or more of the CONTRACTOR's workday. When the CONTRACTOR anticipates documenting a weather day, he/she shall first notify the City Inspector observing the construction to determine whether or not work can proceed or if work is delayed due to adverse weather or the effects thereof. If in agreement, the CONTRACTOR shall formally request a weather day in writing to the City's PROJECT MANAGER. The CONTRACTOR shall also notify the City's PROJECT MANAGER in writing of any disagreement as to whether or not work can proceed on a given date within two calendar days of that date.

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

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

RIGHT OF WAY AND EASEMENTS

Balsam Avenue ROW: Construction staging can occur in the parking spaces adjacent to the project site within the Balsam Avenue ROW.

All construction shall be confined to the areas identified on the plans. Any unauthorized disturbance occurring outside these limits shall be restored to its original condition (or better) at the Contractor's expense.

PROPERTY OWNER NOTIFICATION

The City will provide Contractor with sufficient copies of written notices describing project activity and Contractor's proposed schedule of work. The Contractor shall deliver notices to all property owners and/or business operators located within 500 feet of project limits and to all other homes or businesses abutting or immediately adjacent to the project.

Contractor shall coordinate with property owners prior to initiating removal / construction activities on areas outside of public right of way and shall provide a minimum of 5 days' notice to property owners prior to these activities.

Notice shall also be given 24 hours prior to start of any construction activity that will restrict access to the affected property or when construction will be within 500 feet of that business or residence. Re-notify all property owners if the previously noticed schedule is delayed by 3 or more days.

AS-BUILTS

Contractor to provide surveyed as-built drawings for sidewalk, irrigation, and water utility tap and line. Contractor to provide CAD drawings of as-builts. This will not be paid for separately but is considered incidental to the project.

INTENTIONALLY BLANK

PROJECT SPECIAL PROVISIONS

All project related revisions to the City of Greeley Design Criteria and Construction Specifications and CDOT Standard Specifications for the Road and Bridge Construction, including revisions, additions, deletions, are contained in the following Project Special Provisions. All bids and all construction shall be in accordance with the Project Special Provisions as applicable.

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GENERAL PROVISIONS

The City of Greeley's Street Construction Specifications Section 01010 for this project will apply. The City of Greeley's Construction Specifications shall prevail over any conflicting Division 100 General Provisions of the CDOT "Standard Specifications for Road and Bridge Construction".

The Colorado Department of Transportation (CDOT) General Provisions consists of Sections 100 through 109 of the CDOT Standard Specifications for Road and Bridge Construction. With the exception of the following, all other General Provisions are not applicable to this Project.

- General Provision Section 101 – Definitions and Terms [with the exception of 101.01 Abbreviations, 101.17 Contract, 101.22 Contract Time, 101.23 Contractor, 101.36 Holidays, 101.37 Inspector, 101.42 Notice to Proceed, 101.50 Project, 101.68 Shop Drawings, 101.73 Specifications, 101.81 Subcontractor, 101.84 Superintendent, 101.87 Surety, 101.92 Work]
- General Provision Subsection 102.05 – Examination of Plans, Specifications, Special Provisions, and Site of Work
- General Provision Subsection 104.04 – Maintaining Traffic
- General Provision Subsection 105.02 – Plans, Shop Drawings, Working Drawings, Other Submittals, and Construction Drawings
- General Provision Subsection 105.03 – Conformity to the Contract
- General Provision Subsection 105.09 – Coordination of Plans, Specifications, Supplemental Specifications, and Special Provisions
- General Provision Subsection 105.10 – Cooperation by Contractor
- General Provision Subsection 105.11 – Cooperation with Utilities
- General Provision Subsection 105.12 – Cooperation between Contractors
- General Provision Section 106 – Control of Material
- General Provision Section 107.07 – Public Convenience and Safety
- General Provision Section 107.12 – Protection and Restoration of Property and Landscape
- General Provision Section 107.14 – Interruption of Irrigation Waterflow
- General Provision Subsection 109.04 – Compensation for Changes and Force Account Work
- General Provision Subsection 109.06 - Partial Payments

DEFINITIONS AND TERMS

Technical Specifications related to construction materials and methods for the Work embraced under this Contract shall consist of Project Special Provisions, the City of Greeley Design Standards and Construction Specifications and CDOT Specifications in the order of precedence as noted in General Information.

Certain terms utilized in the Project Special Provisions and the CDOT Specifications referred to in the paragraph above shall be interpreted to have different meanings within the scope of this Contract. The following subsections shall be replaced with the following:

101.10 Resident Engineer. The City of Greeley Project Manager, Public Works Director, or their designated representative.

101.19 Contract Modification Order. Field Order in accordance with the City of Greeley's General Contract Conditions, Subsection 9.3.

101.28 Department. The City of Greeley.

101.29 Engineer. The City of Greeley's Project Manager, Parks and Recreation Director, or their designated representative.

101.37 Inspector. The City of Greeley's Project Manager, Parks and Recreation Director, or their designated representative.

101.39 Laboratory. The City of Greeley's Project Manager, Parks and Recreation Director, or their designated representative.

101.48 Preconstruction Conference. A meeting of the City of Greeley personnel, Contractor project personnel and other stakeholders held prior to the beginning of construction at which topics pertinent to the successful prosecution of the work are discussed.

101.51 Project Engineer. The City of Greeley's Project Manager, Parks and Recreation Director, or their designated representative who is in direct charge of the work and is responsible for the administration and satisfactory completion of the project under contract.

101.58 Region Transportation Director. Regional Transportation Director shall refer to the City of Greeley's Director of Public Works.

101.76 State. City of Greeley (where applicable).

Add Subsection 101.96 as follows:

101.96 Day. Where the word "day" is used without the reference "calendar" or "working" preceding it, it shall be interpreted to mean calendar day.

CONTROL OF WORK

Section 105.02, 105.03, 105.09, 105.10, and 105.12 of the CDOT Standard Specifications shall apply for Control of Work.

PERFORMANCE OF SAFETY CRITICAL WORK

Section 107.07, 107.12 and 107.14 of the CDOT Standard Specifications apply for Performance of Safety Critical Work

Add subsection 107.061 immediately following subsection 107.06 as follows:

107.061 Performance of Safety Critical Work. The following work elements are considered safety critical work for this project:

- (1) Work requiring the use of cranes or other heavy lifting equipment. Careful site coordination is critical.
- (2) Utility work in the street

The Contractor shall submit, for record purposes only, an initial detailed construction plan that addresses safe construction of each of the safety critical elements. When the specifications already require an erection plan, it shall be included as a part of this plan. The detailed construction plan shall be submitted two weeks prior to the safety critical element conference described below. The construction plan shall be stamped “Approved for Construction” and signed by the Contractor. The construction plan will not be approved by the Engineer. The Construction Plan shall include the following:

- (1) Safety Critical Element for which the plan is being prepared and submitted.
- (2) Contractor or subcontractor responsible for the plan preparation and the work.
- (3) Schedule, procedures, equipment, and sequence of operations, that comply with the working hour limitations
- (4) Additional actions that will be taken to ensure that the work will be performed safely.
- (5) Names and qualifications of workers who will be in responsible charge of the work:
 - A. Years of experience performing similar work
 - B. Training taken in performing similar work
 - C. Certifications earned in performing similar work
- (6) Names and qualifications of workers operating cranes or other lifting equipment
 - A. Years of experience performing similar work
 - B. Training taken in performing similar work
 - C. Certifications earned in performing similar work
- (7) The construction plan shall address how the Contractor will handle contingencies such as:
 - A. Unplanned events (storms, traffic accidents, vandalism, etc.)
 - B. Structural elements that don't fit or line up
 - C. Work that cannot be completed in time for the park to open
 - D. Replacement of workers who don't perform the work safely

- E. Equipment failure
 - F. Other potential difficulties inherent in the type of work being performed
- (8) Erection plan for shade structures when submitted as required elsewhere by the specifications. Plan requirements that overlap with above requirements may be submitted only once.

A safety critical element conference shall be held two weeks prior to beginning construction on each safety critical element. The Engineer, the Contractor, the safety critical element subcontractors, and the Contractor's Engineer shall attend the conference.

After the safety critical element conference, and prior to beginning work on the safety critical element, the Contractor shall submit a final construction plan to the Engineer for record purposes only. The Contractor's Engineer shall sign and seal temporary works, such as falsework, shoring etc., related to construction plans for the safety critical elements. The final construction plan shall be stamped "Approved for Construction" and signed by the Contractor.

The Contractor shall perform safety critical work only when the Engineer is on the project site. The Contractor's Engineer shall be on site to inspect and provide written approval of safety critical work for which he provided signed and sealed construction details. Unless otherwise directed or approved, the Contractor's Engineer need not be on site during the actual performance of safety critical work but shall be present to conduct inspection for written approval of the safety critical work.

When ordered by the Engineer, the Contractor shall immediately stop safety critical work that is being performed in an unsafe manner or will result in an unsafe situation for the traveling public. Prior to stopping work, the Contractor shall make the situation safe for work stoppage. The Contractor shall submit an acceptable plan to correct the unsafe process before the Engineer will authorize resumption of the work.

When ordered by the Engineer, the Contractor shall remove workers from the project that are performing the safety critical work in a manner that creates an unsafe situation for the public in accordance with subsection 108.06.

Should an unplanned event occur or the safety critical operation deviate from the submitted plan, the Contractor shall immediately cease operations on the safety critical element, except for performing any work necessary to ensure worksite safety, and provide proper protection of the work and the traveling public. If the Contractor intends to modify the submitted plan, he shall submit a revised plan to the Engineer prior to resuming operations.

All costs associated with the preparation and implementation of each safety critical element construction plan will not be measured and paid for separately but shall be included in the work.

Nothing in the section shall be construed to relieve the Contractor from ultimate liability for unsafe or negligent acts or to be a waiver of the Colorado Governmental Immunity Act on behalf of the City.

CLEARING AND GRUBBING

Description and Construction Requirements

Clearing and Grubbing work for the project shall conform to the City of Greeley Roadway Design and Construction Specifications, Section 02220, Excavation, Removals and Embankment.

The existing sod is the only material that is to be removed from the site in the areas that will be graded or disturbed. Coordinate with parks staff regarding irrigation system prior to the commencement of work.

It is the responsibility of the Contractor to visit the site and determine the resources necessary to clear and grub the project limits, per the design specifications, and no additional compensation will be allowed.

Existing trees within the construction limits that are to remain, as defined in the plans, shall be delineated with fence (plastic) prior to the beginning of work.

Method of Measurement

No measurement will be made for clearing and grubbing.

Basis of Payment

Payment will be made under:

Pay Item	Pay Unit
Clearing and Grubbing	Acre

The acre price so bid will be paid and shall be full compensation for clearing and grubbing.

Fence (plastic) used to delineate trees to remain shall not be paid for separately but shall be included in the cost for Clearing and Grubbing.

EMBANKMENT AND EXCAVATION

Description and Construction Materials

Embankment and Excavation work for the project shall conform to the City of Greeley Roadway Design and Construction Specification Section 02220, Excavation, Removals and Embankment.

Potholing work for the project shall conform to CDOT Standard Specifications

On-Site Excavation

Utilize material to be excavated from the sand and water play area, shade structure pad locations, and trail alignments after topsoil has been removed and stockpiled. Additional off-site embankment materials will be required to complete grading operations.

Method of Measurement

The quantities designated in the Contract will be used for the determination of volume of unclassified excavation (Complete in Place). The original surface model will be used for the determination of volumes of excavated material removed, unless changes have been directed by the engineer.

Excavation (On-Site Material) will be measured by the actual cubic yard of material removed and placed, as directed by the Engineer.

Basis of Payment

Payment will be made under:

Pay Item	Pay Unit
Unclassified Excavation (Complete in Place)	Cubic Yard
Unclassified Import (Complete in Place)	Cubic Yard

Payment for Unclassified Excavation (Complete in Place) shall be full compensation for all work necessary to complete the item including construction of embankments, reworking of existing materials to satisfy berming requirements, borrow, compaction, compaction of bases and fills, all work in material piles and disposal of unused material.

POTHOLING

Section 203 of the CDOT Standard Specifications shall apply for Potholing.

Method of Measurement

No measurement will be made for Potholing.

Basis of Payment

Potholing will not be paid for separately but shall be considered incidental to the water utility installation.

LANDSCAPING

Description and Construction Materials

Landscaping requirements for the project shall conform to the City of Greeley Landscaping Standard Specifications Section 02900 Landscaping Specifications; Section 02920 Landscaping Specifications - Soil Prep and Seeding Specs; Section 02930 Landscaping Specifications – Soil Preparation and Turf Installation; Section 02230 - Section 321818 – Play Pit Sand; UDFCD Section 31 37 00 – Riprap, Boulders, and Bedding except as follows:

Part 1, 1.4D

Add:

1. Report suitability of topsoil and subsoil for growth of applicable planting material. State recommended quantities of nitrogen, phosphorus, and potash nutrients and any limestone, aluminum sulfate, or other soil amendments to be added to produce a satisfactory soil mixture.
2. The Contractor shall perform soil test immediately following the award of the Contract and prior to mobilizing for landscape construction.
3. Soil testing shall be provided by Colorado Analytical Laboratory, 240 S. Main Street, Brighton, CO 80601, (303) 659-2313, or an approved testing facility. Soil shall be tested for soluble salts and nutrient levels. Testing facility shall provide interpretation of results and recommendation for soil amendments for each type of planting.
4. Deficient nutrients shall be corrected with the addition of appropriate fertilizer and amendment materials. The Contractor shall submit a Change Order Request for all additional materials that are recommended but are not included in this Specification. Owner will be credited by contractor for any specified materials not used.

Part 1, 1.5H

Add:

- H. Landscape Areas Acceptance: Initiating work in an area without prior approval from the Owner's Representative will render the Contractor responsible for any and all corrections including, but not limited to, grading corrections, trash removal, debris removal, rock removal and other miscellaneous elements.

Part 2, 2.5A

Add:

2. Topsoil Source: Import topsoil from off-site sources. Obtain topsoil from naturally well-drained sites where topsoil occurs at least 4-inches (100 mm) deep; do not obtain from bogs or marshes.

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LANDSCAPING**

Add:

1. Provide the attached Soil Amendment Letter of Certification found at the end of this section.

**TREE AND SHRUB INSTALLATION, SOIL AMENDNG, SEEDING MAINTENANCE,
GUARANTEE, AND ACCEPTANCE**

A. Maintenance Period and Guarantee:

1. The maintenance and warranty period shall begin immediately after each area is seeded until final acceptance of the project. During this time, the contractor shall be responsible for watering, if needed, mowing, spraying, weeding, and all related work and costs as necessary to insure that seeded areas are in a vigorous growing condition until final acceptance. The Landscape Architect will direct the contractor on what seeded areas need to be replaced at the final walk-through.
2. The contractor shall, for a period of one (1) year, monitor his work once every two months to verify that major settlement has not taken place and that no seeded area has become waterlogged in settled swales or other areas. Should settlement occur, the contractor shall repair damage according to these specifications.
3. The contractor shall maintain the seeded areas until all work on the contract has been completed and accepted. Maintenance shall consist of, in addition to watering, mowing, weed control, and protection from vandalism, the repair of areas damaged by erosion protection from vandalism, the repair of areas damaged by erosion or wind. Such areas shall be repaired during the maintenance period at no expense to the Owner to re-establish the condition and grade of the soil prior to application of the mulch and shall be fertilized, reseeded, and mulched as directed. Major repair of areas due to the work or failure of other contractor's systems or work shall be by that contractor who damaged the work, provided that during this maintenance period the lawn contractor notifies the Owner's authorized representative in writing of such damage within ten (10) days of the occurrence. Major damage due to vandalism (major damage is defined as damaged costing over \$5,000.00 in time and materials) in any one incident shall be borne by the Owner, again provided that notification was made within ten (10) days as specified herein. After receiving final acceptance, maintenance shall become the responsibility of the Owner.

The seeded areas shall be accepted on the basis of having a uniform plant growth over the entire seeded area. Two (2) months after seeding, the areas seeded shall be reviewed by the City Parks Manager, Landscape Architect, and the Contractor. Any areas (as determined by the City of Greeley) where the seed has failed to germinate shall be reseeded and raked to cover the seed. Any area where the seed has failed to grow, reseeded shall be at the Contractor's expense until grass is established and accepted. Acceptable uniform plant growth shall be defined as

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LANDSCAPING

when the scattered bare spots, not greater than 4 square inches, do not exceed 5% of the seeded area.

Landscape boulders of varying sizes will be field located within the limits of construction. Contractor to submit photo samples of boulder to be used or the City Representative will visit the quarry or landscape yard to select material. Boulders shall conform to UDFCD Section 31 37 00 – Riprap, Boulders, and Bedding.

Part 2, 2.9A

Add:

3. Coffee Mulch: Submit sample for approval

Method of Measurement

Topsoil salvaged from the soccer field placed in stockpiles shall be measured the in the stockpile and paid for as Stockpile Topsoil.

Topsoil salvaged from the soccer field shall be re-used on site, taken from stockpiles or from approved piles, hauled and placed directly upon completed cut and fill slopes shall be measured at its source in cubic yards and paid for as Topsoil Embankment.

Basis of Payment

Payment will be made under:

Pay Item	Pay Unit
Stockpile Topsoil (assume 4" depth)	Cubic Yard
Topsoil Embankment	Cubic Yard
Seeding (Low Grow)	Square Feet
Sodding (Replacement)	Square Feet
Coffee Mulch (4" depth)	Square Feet
Random Landscape Boulders – 36"	Each
Random Landscape Boulders – 24"	Each
Random Landscape Boulders – 18"	Each
Sand placement – play area	Cubic Yard

BALSAM – Trees and Shrubs

<i>Acer negundo</i> 'Sensation' - Sensation Boxelder, 2" cal.	Each
<i>Catalpa speciosa</i> - Western Catalpa, 2" cal.	Each
<i>Celtis occidentalis</i> 'Prairie Pride' - Prairie Pride Hackberry, 2" cal.	Each
<i>Gleditsia triacanthos inermis</i> 'True Shade' - True Shade Honeylocust, 2" cal.	Each
<i>Pyrus ussuriensis</i> 'Mountain Frost' – Mountain Frost Ussurian Pear, 2" cal.	Each

East Greeley Parks – Natural Areas and Balsam Parks Improvements
Special Provisions
January 22, 2021

<i>Quercus muehlenbergii</i> - Chinkapin Oak, 2" cal.	Each
<i>Juniperus scopulorum</i> 'Grey Gleam' – Grey Gleam Juniper, 5 ft	Each
<i>Picea x glauca</i> 'Big Berta' - Big Berta White Spruce, 5 ft	Each
<i>Picea glauca</i> 'Densata' - Black Hills Spruce, 6 ft	Each

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LANDSCAPING

<i>Picea pungens</i> 'Fastigiata' - Fastigate Spruce, 6 ft	Each
<i>Amelanchier alnifolia</i> - Saskatoon Serviceberry, 4 ft, clump	Each
<i>Philadelphus lewisii</i> 'Cheyenne' - Cheyenne Mock Orange, 5 gal.	Each
<i>Physocarpus opulifolius</i> 'Coppertina' - Coppertina Ninebark, 4 ft clump	Each
<i>Prunus pumila besseyi</i> 'Pawnee Buttes' – Creeping Western Sand Cherry, 5 gal.	Each
<i>Symphoricarpos albus</i> - White Snowberry, 5 gal.	Each
<i>Symphoricarpos occidentalis</i> - Western Snowberry, 5 gal.	Each
<i>Syringa vulgaris</i> - Common Purple Lilac, 4 ft clump	Each

The addition of compost or soil amendments needed to bring the topsoil into conformance with the specifications will not be measured and paid for separately but shall be included in the work. Soil Analysis shall not be paid for separately but shall be included in the cost of the work.

Items will be paid for by cubic yards per the measurement defined above.

NATURE PLAY ITEMS

Description and Construction Activities

The play items shall be constructed and installed per the drawings and notes provided.

Method of Measurement

Each item will be measured as complete in place per drawings and specifications on drawings.

Basis of Payment

Payment will be made under:

Pay Item

Concrete Spillway with Cadron Pump and Boulders
Wacky Post 12" dia (log work)
Wacky Post 18" dia (log work)
Accessible Entrance: 60" Opening
Horizontal Log Border- 24" dia
Log Cluster – Version 3A
Log Cluster – Version 4B
Log Tunnel
Stump Activity Table: 32" ht
Stump Activity Table: 34" ht
Stump Activity Table: 38" ht
Natural Stone Boulder Cave
Amorphous Log Climber: Large
Ecological Restoration: Amorphous Log

Pay Unit

Lump Sum
Each
Each
Each
Lineal Foot
Each
Each
Each
Each
Each
Each
Each
Each

CRUSHER FINES PAVEMENT

Description and Construction Activities

Crusher fines pavement for the project shall follow the City of Greeley Design and Construction Specifications, Section 02730, CrusherFine Trail and Section 321543 Pedestrian Access Stabilizer.

Part 2

Add:

2.03 Soil stabilizer or binder: See Section 32 15 43 Stabilizer

Method of Measurement

Crusher Fines Pavement will be measured by the square foot mixed, stabilized and compacted in place.

Basis of Payment

Payment will be made under:

Pay Item	Pay Unit
Crusher Fines Pavement – 4" depth, stabilized	Square Yard

SITE FURNISHINGS

Description and Construction Materials

The work consists of installation of site furnishings and shade structures. Installation shall be in accordance and conform to Spec Section 129300 Site Furnishings.

Shade Structure costs to include, from the manufacturer, signed stamped structural engineering drawings for the structure for typical Colorado wind and snow conditions and footing design per the geotechnical report for the project.

Method of Measurement

Method of Measurement shall be for each item complete in place. Concrete pads under the picnic shelters and for furnishings will be paid for in Concrete Pavement.

Basis of Payment

Payment will be made under:

Pay Item	Pay Unit
Picnic Table – 6 ft	Each
Picnic Table – 8 ft ADA	Each
Trash Receptacle	Each
Bike Rack	Each
Shade Structure	Each

EROSION CONTROL

Description and Construction Materials

Erosion Control for the project shall conform to the City of Greeley Roadway Design and Construction Specifications and the Project Stormwater Management Plan in addition to the CDOT standard specifications. In the event of a conflict, the City of Greeley standards shall take precedence over the CDOT standard specifications, unless otherwise noted in the project special provisions listed below.

Section 208 of the Standard Special Provision is revised as follows:

Subsection 208.01 shall include the following:

This work consists of constructing, installing, maintaining, and removing when required, Best Management Practices (BMPs) during the life of the Contract to prevent or minimize erosion, sedimentation, and pollution of any State waters as defined in subsection 107.25 and the City of Greeley Design Criteria and Construction Specifications, Volume II, Storm Drainage.

See Landscaping for information regarding seeding.

Section 208.01 shall include the following:

During construction, the Contractor shall perform street cleaning and maintenance to ensure sediment and debris does not accumulate on the roadway surface. This work includes removal and disposal of debris on the roadway beyond that generated by the Contractor's own construction activities. Debris generated by the Contractor's own construction activities shall be picked up at the Contractor's expense in accordance with subsection 208.04 of the Standard Special Provisions and Revision of Sections 101, 107, & 208 – Water Quality Control. Debris on the roadway requiring removal and disposal and that was caused by circumstances beyond the Contractor's control will be paid for under this revision.

Section 208.03 shall include the following:

After Contractor specific operations, such as milling or saw cutting that may transport pollutants onto the roadway or into inlets, the road and gutter pan shall be cleaned as needed to prevent millings, concrete wash, saw water, or any other pollutants from entering the storm drain system and waterways. Street Cleaning shall be done using a pickup broom and shall be done within 4 hours after milling, saw cutting and concrete work to ensure that streets and inlets remain clear of those pollutants.

Street-sweeping trucks shall be transported to the work site if they are not capable of highway speeds. The trucks shall utilize a broom sweeper and be water-filled for dust suppression. The vehicle must be equipped with safety lights. All vehicles are subject to the approval of the Engineer.

Subsection 208.03 shall include the following:

The ECS shall use the information provided in the City of Greeley Design Criteria and Construction Specifications, Volume II, Storm Drainage.

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EROSION CONTROL**

Subsection 208.05 shall include the following:

The Contractor's attention is also directed to the standard erosion and sediment notes on the drawings for additional requirements.

BMPs shall be constructed in accordance with the City of Greeley Details and per plan sheets.

Method of Measurement

Subsection 208.11 shall include the following:

Any maintenance or replacement of the temporary items installed shall be included in this item. The monitoring, records, and reports of all erosion and sedimentation controls and activities shall be as required by the City of Greeley Design Criteria and Construction Specifications, Volume II, Storm Drainage.

Basis of Payment

Subsection 208.12 shall include the following:

Payment will be made under:

Pay Item	Pay Unit
Sediment Control Log (12 Inch)	Linear Feet
Silt Fence	Linear Feet
Rock Check Dam	Linear Feet
Vehicle Tracking Pad	Each
Pre-Fabricated Vehicle Tracking Control	Each
Concrete Washout Structure	Each
Mulching (Hydraulic or crimped straw)	Acre
Mulch Tackifier	Pounds
Soil Retention Blanket	Square Yards
Sweeping (Sediment Removal)	Hours
Sediment Removal and Disposal (Labor)	Hours
Sediment Removal and Disposal (Equipment)	Hours
Erosion Control Supervisor	Days

Some of the items listed do not have quantities associated with them on the Project Quantities drawing or in the Project Bid Form. Please include a unit prices for those items.

IRRIGATION

Description and Construction Materials

All work of City of Greeley Park Facilities shall be constructed as shown according to the City of Greeley Spec Section 02810 – Irrigation Specifications

Adjust existing irrigation system (coordinate with Parks staff), add new irrigation to accommodate new landscaping, and reset valve boxes to conform to proposed improvements if necessary.

Method of Measurement

Subsection 210.12 shall include the following:

The quantity to be measured for each irrigation appurtenance shall be measured by each individual item to be adjusted at the direction of Parks staff.

Basis of Payment

Subsection 210.13 shall include the following:

Pay Item	Pay Unit
Adjust existing irrigation system	Lump Sum
Irrigation Bubblers to trees	Each
Irrigation for shrubs beds	Square Feet

SUBGRADE PREPARATION

Description and Construction Materials

The work consists of blading, shaping, wetting, and compacting the existing subgrade with moisture and density control and shall follow the City of Greeley Design Standards and Construction Specifications, Section 02227 Subbase and Section 02225 Grading, Compaction, Subgrade and Unimproved Area Preparation.

The top 8 inches of the existing subgrade shall be reconditioning by blading and rolling or an equivalent method. Sufficient water shall be added to meet the density requirements as specified in the contract. The reconditioned surface shall not vary above or below the lines and grades as staked by more than 0.08 foot. The surface shall be tested for smoothness and density prior to the application of any base course material. All irregularities exceeding the specified tolerance shall be corrected to the satisfaction of the Engineer at no additional cost to the City. The surface shall be satisfactorily maintained until the pavement section base lift has been placed.

All subgrade areas to receive pavement shall be proof rolled with a fully loaded Class 8 (6x4) water or dump truck and shall not deform at all, nor shall it deflect greater than ¼ inch.

Method of Measurement

No measurement will be made for Subgrade Preparation.

Basis of Payment

Subgrade Preparation will not be paid for separately but shall be included in the work.

Proof Rolling will not be paid for separately but shall be included in the work.

AGGREGATE BASE COURSE

Description and Construction Activities

Aggregate Base Course for base of sand play pit shall follow the City of Greeley Design and Construction Specifications, Section 02229, Aggregate Base Course.

Method of Measurement

Aggregate Base Course will be measured by the cubic yard compacted in place.

Basis of Payment

Payment will be made under:

Pay Item	Pay Unit
Aggregate Base Course (Class 6)	Cubic Yard

HOT MIX ASPHALT

Description and Construction Activities

Hot Mix Asphalt (HMA) pavement for the project roadways shall follow the City of Greeley Design and Construction Specifications 02576, Street Pavement Patching.

All patching shall be per the direction of the Engineer.

Patching:

Application:	Varies, HMA (Grading S) (75) (PG 64-22)
RAP quantity:	20%
Design:	See Geotech Report

Method Measurement

Measurement will be in accordance with CDOT Standard 401.21, 403.04 and 411.04.

Basis of Payment

Basis of Payment will be in accordance with CDOT Standard 401.22, 403.05 and 411.05.

Payment will be made under:

Pay Item	Pay Unit
Hot Mix Asphalt (Grading S) (75) (PG 64-22)	Square Yard

CONCRETE PAVEMENT

Description and Construction Requirements

Concrete Pavement shall be constructed as shown in the details and other information provided in the plans and specification and according to the City of Greeley Roadway Design and Construction Specifications, Section 03310, Curbs, Gutters, Sidewalks, Valley Gutters, Bikeways, Driveway and Alley Approaches; in addition to the CDOT standard specifications. In the event of a conflict, the City of Greeley standards shall take precedence over the CDOT standard specifications, unless otherwise noted in the project special provisions listed below.

Concrete Pavement shall include the concrete ramp into the play area, concrete pads under the shade structures, vertical curb, and the concrete pads that site furnishings will sit upon.

Method of Measurement

Concrete Pavement will be measured by the square foot of finished surface.

Basis of Payment

Payment will be made under:

Pay Item	Pay Unit
Concrete Pavement (6 inch)	Square Yard
Concrete Vertical Curb (12" x 6")	Lineal Feet

CONCRETE CLASS B

Section 601 of the CDOT Standard Specifications shall apply for Concrete Class B.

Section 601 of the Standard Specifications is hereby revised for this project as follows:

Subsection 601.01 shall include the following:

This work consists of the concrete required to construct the concrete footings for the shade structures per structural drawings as provided by shade structure manufacturer.

Subsection 601.20 shall include the following:

Payment will be made under:

Pay Item	Pay Unit
Concrete Class B (Shade Structure Footings)	Cubic Yard

WATER UTILITIES

Description and Construction Requirements

All work on City of Greeley Waterline Facilities shall be constructed as shown according to the City of Greeley "Design Criteria and Construction Specifications, Volume III, Potable Water Distribution, Sanitary Sewer Collection, Non-Potable Irrigation Systems Manual (WSDC).

Method of Measurement

Water Utilities shall include a ¾" tap into the water main in Balsam and the ¾" water line to service the Cadron pump for the water play.

Basis of Payment

Payment will be made under:

Pay Item	Pay Unit
Water Utilities	Lump Sum

Known utilities within the limits of this project are:

CITY OF GREELEY EAST 8TH STREET	UNCC UTILITY DES.	UTILITY CONTACT	UTILITY PHONE/FAX	UTILITY CONTACT EMAIL
CENTURY LINK/LUMEN	Communications	Cheryl Booth	970-297-7529	Cheryl.a.booth@lumen.com
ZAYO	Fiber	Robert Williams	303-632-0017	john.hamburg@comcast.com
CITY OF GREELEY	Water/ Sanitary Sewer	Justin Scholz		Justin.Scholz@Greeleygov.com
CITY OF GREELEY	Water/ Sanitary Sewer	Adam Prior		Adam.Prior@Greeleygov.com
ATMOS ENERGY	Gas	Jerry Adams	970-304-2075	jerry.adams@AtmosEngery.com
XCEL ENERGY-ELECTRIC	Electric	Pat Kreager	970-225-7840	Pat.Kreager@xcelenergy.com

The work described in these plans and specifications requires coordination between the City's Contractor (Contractor) and the utility companies in accordance with General Conditions in conducting their respective operations as necessary to complete the utility work with minimum delay to the project.

In no way shall the contents of this utility specification contradict the City of Greeley Design Standards and Construction Specifications. Any discrepancies identified by the Contractor shall be brought to the attention of the Project Engineer for clarification and resolution.

PART 1 - CONTRACTOR SHALL PERFORM THE WORK LISTED BELOW:

Coordinate project construction with performance by the utility owner of each utility work element listed in Part 2 below. Perform preparatory work specified in Part 2 for each utility work element. Provide an accurate construction schedule that includes all utility work elements to the owner of each impacted utility. Provide each utility owner with periodic updates to the schedule. Conduct necessary utility coordination meetings and provide other necessary accommodations as directed by the Engineer. Notify each utility owner in writing, with a copy to the Engineer, prior to the time each utility work element is to be performed by the utility owner. Provide notice, as specified in Part 2, immediately prior to the time the utility work must begin to meet the project schedule.

Provide traffic control, as directed by the Engineer, for any utility work performed by the utility owner within the project limits expected to be coordinated with construction. However, traffic control for utility work outside of typical project work hours shall be the responsibility of the utility owner.

Perform each utility work element for every utility owner listed in Part 1. Notify each utility owner in advance of any work being done by the Contractor to its facility, so that the utility owner can coordinate its inspections for final acceptance of the work with the Engineer. Obtain written acceptance from the utility owner for work performed by Contractor.

All Utility Companies

The Contractor will contact each utility company a minimum of 2 business days, unless otherwise noted, prior to working in the utility company's area so that the utility company can provide an inspector and/or complete any necessary adjustments or relocations.

If a need for utility work by either the Contractor or a utility company arises, the following shall apply:

The Contractor shall be responsible for coordinating the adjustment of utilities on this project. The Contractor shall keep each utility company advised of any work being performed in the vicinity of their facilities, so that each utility company can coordinate any needed locates, adjustments or inspections. Contractor shall provide the appropriate utility company ample notice, but not less than two (2) working days, prior to commencing activities in the vicinity of their facilities. Any additional work performed by the Contractor on behalf of the impacted utility company shall not be paid for by the City of Greeley but shall be paid by the utility company requiring the work, unless otherwise agreed to in writing by the Engineer.

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WATER UTILITIES**

City of Greeley (ITS)

The Contractor shall install 1- ¾" tap and ¾" waterline as shown in the plans in accordance with City of Greeley Standards and the project special provisions.

Timing: To be constructed under this contract and done at the discretion of the contractor when it is appropriate within the schedule of the project as a whole.

The above work by the Contractor shall be included and paid for under the Utilities Lump Sum Bid Item.

City of Greeley (Water and Sewer)

All work on the City of Greeley water and sewer lines shall be conducted in compliance with the City of Greeley Design Criteria and Construction Specifications

The Contractor shall obtain the Water Engineering Inspector's approval of any material before placement and before beginning any work.

The Contractor shall protect and maintain access to existing fire hydrants during construction, as shown in the plans.

Approximate locations and quantities of Greeley Water & Sewer relocations are summarized below:

Description of Work	Approx. Qnty.	Unit	Station	Side
¾" Tap	1	EA	106+95	LT
¾" Water Line	1	EA	107+05	LT

The Contractor shall clean and adjust existing water valves, meters and manholes as shown in the plans. The adjustments shall be to ¼" to ½" below final grade of the roadway surface. All work shall include all items necessary to complete the work, and materials necessary to provide a complete functional installation of the water valve.

The Contractor shall extend the pavement so it surrounds valve boxes and manhole lids that cross the edge of pavement.

Timing: The Contractor shall call for inspections providing a minimum of 24 hours prior notice. Inspections may be requested at (303) 739-7385.

PART 2 - UTILITY OWNERS SHALL PERFORM THE WORK LISTED BELOW:

Although the Contractor shall provide traffic control for utility work expected to be coordinated with construction, traffic control for utility work outside of typical project work hours or outside of project limits shall be the responsibility of the utility owner. The utility owner shall prepare and submit to the Engineer a Method of Handling Traffic for utility work to be performed outside

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WATER UTILITIES

typical project work hours or outside of project limits. The utility owner shall obtain acceptance of the Method of Handling Traffic from the Engineer prior to beginning the utility work to be performed outside typical project work hours or outside of project limits.

This work will be performed by the utility owners as necessary to avoid conflicts with construction activities. New locations shall be as indicated in the plans. Utility owners shall comply with schedule requirements of the Contractor and make every effort not to impact the overall construction schedule. Unless otherwise approved by the Engineer, abandoned aboveground appurtenances such as pedestals shall be removed and abandoned underground utilities and manholes/handholds shall be abandoned in place.

Utility owners are responsible for obtaining all necessary permits from the City of Greeley, Weld County, and CDOT, as required.

GENERAL:

The Contractor shall comply with Article 1.5 of Title 9, CRS ("Excavation Requirements") when excavating or grading is planned in the area of underground utility facilities. The Contractor shall notify all affected utilities at least two (2) business days, not including the actual day of notice, prior to commencing such operations. The Contractor shall contact the Utility Notification Center of Colorado (UNCC) at phone no. **811 or 1-800-922-1987**, to have locations of UNCC registered lines marked by member companies. All other underground facilities shall be located by contacting the respective owner. Utility service laterals shall also be located prior to beginning excavation or grading.

The locations of utility facilities as shown on the plan and profile sheets were obtained from the best available information. No warranty is made for the adequacy or accuracy of subsurface information provided. The Contractor shall cooperate with the utility owners in their relocation operations as provided in subsection 105.11 of the Standard Specifications for Road and Bridge Construction. No guarantee is made that utility conflicts will be resolved prior to construction activities and any delays resulting from utility relocation work shall be dealt with in accordance with subsection 108.08 of the Standard Specifications for Road and Bridge Construction as amended.

CONSTRUCTION SURVEYING

Description and Construction Requirements

Construction Surveying and Staking and preservation of survey monuments shall conform to City of Greeley Design Criteria and Construction Specifications.

As-built survey to be provided by Contractor. Survey shall comply with Section 625.11 of the CDOT Standard Specifications. In addition to requirements therein, the contractor shall obtain as-built survey for: water tap location and water line.

Method of Measurement

No measurement will be made for construction surveying

Basis of Payment

Payment will be made under:

Pay Item	Pay Unit
Construction Surveying	Lump Sum

MOBILIZATION

Description and Construction Requirements

Mobilization includes the mobilization of personnel, equipment, and materials at the project site in preparation for work on each phase of the project. This item includes the establishment of required facilities, and all other costs incurred in labor and operations which must be performed prior to commencement of contract work within. Also, included in this item are costs of the required bonds and insurance.

The Contractor shall install, at a minimum, plastic construction fence around his staging area, and shall maintain the area in as neat and orderly a manner as possible, allowing no accumulation of waste materials or disposal piles. All gasoline, oil, fuel, hydraulic fluids, and other contaminating fluids shall be properly removed and disposed of off-site. No objectionable materials shall be allowed to blow from, wash off or drain off of the staging area on to adjacent property.

Upon completion of each phase of the project, the Contractor shall promptly and neatly clean up the area.

All costs required to set up, operate, maintain, and restore the staging area, including revegetation if areas used outside of the areas of disturbance but within the limits of construction shall be borne by the Contractor.

Permit fees are to be included in Mobilization and will not be paid for separately.

Measurement of Payment

The Contractor shall bill 50% of Mobilization in the first pay application and 50% in the second pay application.

Basis of Payment

Payment will be made under:

Pay Item
Mobilization

Pay Unit
Lump Sum

STANDARD SPECIAL PROVISIONS

FOR

EAST GREELEY NEIGHBORHOOD PARKS
BALSAM PARK IMPROVEMENTS
CONSTRUCTION DOCUMENTS

CITY OF GREELEY
PUBLIC WORKS DEPARTMENT
PARK and RECREATION DEPARTMENT

SUMMER 2021

City of Greeley Project No. CIP2020-0013
Matrix Project No. 19.906.001

STANDARD SPECIAL PROVISIONS

EAST GREELEY NEIGHBORHOOD PARKS CONSTRUCTION DOCUMENTS

East Greeley Parks – Natural Areas and Balsam Parks Improvements
Special Provisions
January 22, 2021

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Cement Concrete Pavement	
Revision of Section 206 – Shoring.....	(July 20, 2017)
Revision of Section 208 - Erosion Control	(July 3, 2017)
Revision of Section 401 - Reclaimed Asphalt Pavement.....	(July 3, 2017)
Revision of Section 401 – Tolerances for Hot Mix Asphalt	(July 3, 2017)
(Voids Acceptance)	
Revision of Section 625 - Construction Surveying	(July 3, 2017)
(if 3d data will be available)	
Revision of Section 703 - Aggregate for Bases (RAP Allowed).....	(July 3, 2017)
Revision of Section 703 - Classification for Aggregate Base Course	(October 12, 2017)

APPENDIX

ADDITIONAL SPEC REVISIONS OR SPEC SECTIONS ADDED IN APPENDIX

Section 12 93 00 – SITE FURNISHINGS

Section 32 15 43 – STABILIZER

Section 32 18 18 – PLAY PIT SAND

SECTION 12 93 00**SITE FURNISHINGS****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

This Section includes the following:

- 1. Shade Structures
 - 2. Picnic Tables
 - 3. Trash Receptacles
 - 4. Bike Racks
- A. The locations where crushed stone paving will be used are shown on the Drawings.
 - B. Related Sections:
 - 1. Division 01 Section "Layout of Work and Surveys".
 - 2. Division 01 Section "Submittals".
 - 3. Division 01 Section "Contractor Quality Control".
 - 4. Division 01 Section "Erosion and Sedimentation Control".
 - 5. Division 03 Section "Cast-in-Place Concrete"
 - 6. Division 31 Section "Earth Moving".
 - C. Products furnished, but not installed under this Section, include pipe sleeves anchor bolts to be cast in concrete footings.

1.3 SUBMITTALS

- A. Comply with Division One. All submittals shall be accepted by the Landscape Architect in writing before ordering products.
- B. Product Data: For each type of product indicated.
- C. Samples for Initial Selection: For units with factory-applied color finishes.
- D. Shade Structures, Picnic Tables, Trash Receptacles and Bike Racks: Submit color sample to the Landscape Architect. Sample to show the texture and finish. Color variation from approved sample is not acceptable.
 - 1) One set of samples approved by the Landscape Architect shall be retained by the Landscape Architect, the other being returned to the Contractor for his guidance.
 - 2) Provide shop drawings for information kiosk.
- E. Samples for Verification: For each type of exposed finish required, prepared on Samples of size indicated below.
 - 1) Size: Not less than 6-inch- (152-mm-) long linear components and 4-inch- (102-mm-) square sheet components.

2) 2. Full Size: Not required.

- F. Product Schedule: For site furnishings. Use same designations indicated on Drawings.
- G. Material Certificates: For site furnishings, signed by manufacturers. Submit manufacturer's printed descriptions, instructions, test data and color samples for each product.
- H. Maintenance Data: For site furnishings to include in maintenance manuals. Submit manufacturer's recommended cleaning and stain removal methods and cleaning materials.
- I. Warranty documentation: Submit warranty documentation in accordance with this Section and Division 01.
- J. Substitutions: Prior to start of any work in this Section contractor shall submit all pertinent data to allow for complete review of all substitutions of product. Once work has started in this Section, no substitutions without prior approval by the Landscape Architect will be allowed.

Submit shop drawings for substitutions that differ in materials from the Drawings. Include details of setting methods, material, location and accessories for all non-specified products.

1.4 QUALITY ASSURANCE

- A. Source Limitations: Obtain site furnishing(s) through specified manufacturers. Substitutions are not allowed.
 - Supplier: Company equipped to perform manufacturing and fabrication and equipped to process the material promptly on order and in strict accordance with specifications. The supplier shall provide evidence to this effect if required by the Landscape Architect.
 - Installer: Company with minimum five (5) years' successful experiences in the installation of products similar in size and scope to this project.

1.5 EXTRA MATERIALS

- A. Furnish extra material described below that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Trash Receptacle Inner Containers/Liners: 5 full-size units for each size indicated.
 - 2. Anchors: None required.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Packaged Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and indication of conformance with state and federal laws if applicable.
- B. Rejection of material.

1. Evidence of inadequate protection or improper handling or storage shall be cause for rejection.
2. Any product or material exhibiting signs of damage due to nonconformity to specifications or due to delivery, storage or handling shall be rejected by the Project Manager. Contractor shall be responsible for hauling off-site and disposing of according to general conditions and codes of the governing jurisdiction.

1.7 PROJECT/SITE CONDITIONS

- A. Environmental requirements: Comply with requirements of referenced standards and recommendations of material manufacturers for environmental conditions before, during and after installation. Maintain environmental conditions and protect work during and after installation to comply with referenced standards and manufacturer's printed recommendations.
- B. Existing Conditions:
 1. Utilities: Determine location of underground utilities. Perform work in a manner to avoid possible damage. Hand excavate, as required.
 2. Excavation: Maintain grade stakes set by others until parties concerned mutually agree upon removal. When conditions detrimental to Work are encountered, such as rubble fill, adverse drainage conditions, noxious materials or obstructions, notify Landscape Architect before proceeding.
- C. Interruption of Existing Services or Utilities: Do not interrupt services or utilities to facilities occupied by Owner or others.
- D. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit planting to be performed when beneficial and optimum results may be obtained.

1.8 SEQUENCING AND SCHEDULING

- A. Work scheduling: Proceed with and complete Work as rapidly as portions of the site become available, working within the specified environmental requirements.

1.9 WARRANTY AND REPLACEMENT

- A. General: Refer to Division One.
- B. Site furnishings warranty conditions: Warranty all site furnishings against defects due to any cause. The following warranty conditions apply:
 1. The contractor, by commencing the work of this Section, assumes overall responsibility, as part of his warranty of the work, to assure that all assemblies, components, and parts shown or required within the Work of this Section comply with contract documents. The contractor shall further warrant:
 2. That all components, specified or required to satisfactorily complete the installation, are compatible with each other and with the conditions of installation and expected use.
 3. The overall effective integration and correctness of individual parts and the whole of the system.

4. Compatibility with adjoining existing substrates, materials and work by other trades.
 5. There shall be no material failure due to improper design or installation of site furnishings. All materials are to fully perform to their normal life expectancy.
 6. If site furnishings fail after having been replaced previously, item shall be replaced until it is approved. The warranty period begins anew and extends each time an item requires replacing. Replacement site furnishings shall be of the same kind, condition and quality as original and subject to all requirements in this specification.
 7. All expenses incurred in the replacements shall be borne by the Contractor.
 8. Make replacements within seven days of notification by Landscape Architect.
- C. Warranty: Furnish manufacturer's warranty co-signed by Contractor which includes all labor and materials to replace all items which have failed within a minimum period of three (3) years from date of final acceptance. Make final repairs/replacements before the expiration of the warranty period as directed by the Owner and/or Landscape Architect.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Aluminum: Alloy and temper recommended by aluminum producer and finisher for type of use and finish indicated; free of surface blemishes and complying with the following:
1. Rolled or Cold-Finished Bars, Rods, and Wire: ASTM B 211 (ASTM B 211M).
 2. Extruded Bars, Rods, Wire, Profiles, and Tubes: ASTM B 221 (ASTM B 221M).
 3. Structural Pipe and Tube: ASTM B 429.
 4. Sheet and Plate: ASTM B 209 (ASTM B 209M).
 5. Castings: ASTM B 26/B 26M.
- B. Steel and Iron: Free of surface blemishes and complying with the following:
1. Plates, Shapes, and Bars: ASTM A 36/A 36M.
 2. Steel Pipe: Standard-weight steel pipe complying with ASTM A 53, or electric resistance-welded pipe complying with ASTM A 135.
 3. Tubing: Cold-formed steel tubing complying with ASTM A 500.
 4. Mechanical Tubing: Cold-rolled, electric-resistance-welded carbon or alloy steel tubing complying with ASTM A 513, or steel tubing fabricated from steel complying with ASTM A 1011/A 1011M and complying with dimensional tolerances in ASTM A 500; zinc coated internally and externally.
 5. Sheet: Commercial steel sheet complying with ASTM A 1011/A 1011M.
 6. Expanded Metal: Carbon-steel sheets, deburred after expansion, and complying with ASTM F 1267.
- C. Anchors, Fasteners, Fittings, and Hardware: Manufacturer's standard, corrosion-resistant coated or noncorrodible materials; commercial quality, tamperproof, vandal and theft resistant, concealed, recessed, and capped or plugged.
1. Angle Anchors: For inconspicuously bolting legs of site furnishings to on grade substrate; one per vertical leg.
 2. Antitheft Hold-Down Brackets: For securing site furnishings to substrate; two per unit.
- D. Non-shrink, Nonmetallic Grout: Premixed, factory-packaged, non-staining, noncorrosive, nongaseous grout complying with ASTM C 1107; recommended in writing by manufacturer, for exterior applications.

- E. Erosion-Resistant Anchoring Cement: Factory-packaged, non-shrink, non-staining, hydraulic controlled expansion cement formulation for mixing with potable water at Project site to create pourable anchoring, patching, and grouting compound; resistant to erosion from water exposure without needing protection by a sealer or waterproof coating; recommended in writing by manufacturer, for exterior applications.
- F. Galvanizing: Where indicated for steel and iron components, provide the following protective zinc coating applied to components after fabrication:
 - 1. Zinc-Coated Tubing: External, zinc with organic overcoat, consisting of a minimum of 0.9 oz./sq. ft. (0.27 kg/sq. m) of zinc after welding, a chromate conversion coating, and a clear, polymer film. Internal, same as external or consisting of 81 percent zinc pigmented coating, not less than 0.3 mil (0.0076 mm) thick.
 - 2. Hot-Dip Galvanizing: According to ASTM A 123/A 123M, ASTM A 153/A 153M, or ASTM A 924/A 924M.

2.2 SHADE STRUCTURES - BALSAM PARK

Location – Perimeter of central space

Manufacturer: Natural Structures

- 1. Model: Catskill Mountain Series, 16'x 34'
- 2. Quantity - 4
- 3. Color: Textured Rust Powdercoat; submit color sample for approval.
- 4. Attachment: Surface mount to structural concrete footer.
- 5. Substitutions: As approved.

2.3 PICNIC TABLE

Location – under structures

Manufacturer: Dumor

- 1. Model: #443-62
- 2. Quantity – 2
- 3. Color: Textured Rust Powdercoat; submit color sample for approval.
- 4. Attachment: Surface mount, with manufacturer's tamper-resistant expansion bolt.
- 5. Substitutions: As approved.

PICNIC TABLE - ADA

Location – under structures

Manufacturer: Dumor

- 1. Model: #443-558-1, ADA Accessible
- 2. Quantity – 2
- 3. Color: Textured Rust Powdercoat; submit color sample for approval.
- 4. Attachment: Surface mount, with manufacturer's tamper-resistant expansion bolt.
- 5. Substitutions: As approved.

2.4 TRASH RECEPTACLE

Location: As shown

Manufacturer: Dumor

1. Model: Receptacle 157-32
2. Quantity – 6
3. Color: Textured Rust Powdercoat; submit color sample for approval.
4. Attachment: Surface mount, with manufacturer's tamper-resistant expansion bolt.
5. Substitutions: As approved

2.5 BIKE RACK

Location: Building and nature play area

Manufacturer: Madrax

1. Model: U190, set on concrete pad
2. Quantity – 2
3. Color: Silver Powdercoat; submit color sample for approval.
4. Attachment: Surface mount, with manufacturer's tamper-resistant expansion bolt.
5. Substitutions: As approved

2.6 FABRICATION

- A. Metal Components: Form to required shapes and sizes with true, consistent curves, lines, and angles. Separate metals from dissimilar materials to prevent electrolytic action.
- B. Welded Connections: Weld connections continuously. Weld solid members with full-length, full-penetration welds and hollow members with full-circumference welds. At exposed connections, finish surfaces smooth and blended so no roughness or unevenness shows after finishing and welded surface matches contours of adjoining surfaces.
- C. Pipes and Tubes: Form simple and compound curves by bending members in jigs to produce uniform curvature for each repetitive configuration required; maintain cylindrical cross section of member throughout entire bend without buckling, twisting, cracking, or otherwise deforming exposed surfaces of handrail and railing components.
- D. Exposed Surfaces: Polished, sanded, or otherwise finished; all surfaces smooth, free of burrs, barbs, splinters, and sharpness; all edges and ends rolled, rounded, or capped.
- E. Factory Assembly: Assemble components in the factory to greatest extent possible to minimize field assembly. Clearly mark units for assembly in the field.

2.7 FINISHES, GENERAL

- A. Comply with NAAMM's "Metal Finishes Manual for Engineering and Metal Products" for recommendations for applying and designating finishes.
- B. Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Noticeable variations in the same piece are not acceptable. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

2.8 STEEL AND GALVANIZED STEEL FINISHES

- A. Baked-Enamel, Powder-Coat Finish: Manufacturer's standard, baked, polyester, powder-coat finish complying with finish manufacturer's written instructions for surface preparation,

SITE FURNISHINGS

12 93 00 - 6

including pretreatment, application, baking, and minimum dry film thickness.

- B. PVC Finish: Manufacturer's standard, UV-light stabilized, mold-resistant, slip-resistant, matte textured, dipped or sprayed-on, PVC-plastisol finish, with flame retardant added; complying with coating manufacturer's written instructions for pretreatment, application, and minimum dry film thickness.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas and conditions, with Installer present, for compliance with requirements for correct and level finished grade, mounting surfaces, installation tolerances, and other conditions affecting performance.

3.2 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities, turf areas, existing landscape areas, and trees from damage.
- B. Install erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.
- C. Install edging of type and in locations shown on drawings. Obtain acceptance of layout by the City of Greeley Project Engineer before excavating or installing. Make minor adjustments as required.

3.3 FIELD QUALITY CONTROL

- A. Inspections: All site furnishings are subject to the Landscape Architect's approval prior to, during and after installation. Landscape Architect or Owners Representative inspection of the dimensional site furnishings does not release the Contractor from his responsibility to provide all the work in accordance with the specifications and Drawings.

- 1. Replace rejected site furnishings with satisfactory items.

3.4 CLEANING:

- A. After completing site furnishing installation, inspect components. Remove spots, dirt, and debris. Repair damaged finishes to match original finish or replace component.
 - 1. Repair defective work.
 - 2. After completion of repair work, clean exposed surfaces with clean water. Use cleaner and procedures recommended by manufacturer and fabricator. Do not use wire brushes, metal scrapers or acids. Protect adjacent surfaces from damage during cleaning

operations.

3. Prepare small sample areas in presence of Landscape Architect for acceptance of procedures.
4. Repair: After cleaning, examine work and repair unacceptable conditions. Replace defective, broken, permanently stained, or damaged units.

PART 4 - MEASUREMENT AND PAYMENT

4.1 MEASUREMENT

- A. Measurement will be made of the actual number of furnishings installed complete in place and accepted at the locations shown on the Drawings or as directed by the Parks Project Manager or Landscape Architect, and in accordance with the Specifications.

4.2 PAYMENT

- A. Payment for site furnishings will be made at the contract unit price of each item and will include labor, materials and equipment required to install the furnishings including, transportation, excavation, dewatering, hauling, placement, grading, compaction, landscape renovation and all additional work required to install the site furnishings in accordance with the Drawings and Specifications.

END OF SECTION 12 93 00

SECTION 32 15 43

STABILIZER® FOR STABILIZED AGGREGATE PATHWAY: PEDESTRIAN ACCESS

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes material and labor requirements for construction with decomposed granite or crushed 3/8" or 1/4" minus aggregate pathway with Stabilizer® binder additive for the following items:
 - 1. Stabilized Aggregate pathway and patios
- B. Related Sections:
 - 1. Section 31 00 00 – Earthwork

1.2 PERFORMANCE REQUIREMENTS

- A. Perform gradation of decomposed granite material or 3/8" or 1/4" minus crushed aggregate in accordance with ASTM C 136 – Method for Sieve Analysis for Fine and Coarse Aggregates.
- B. Refer to Geotechnical Engineering Report dated January 11, 2021 by Terracon Consultants, Inc,

1.3 SUBMITTALS

- A. Products Data: For each product specified. Submit a 5 lb. sample and sieve analysis for grading of decomposed granite or crushed 3/8" or 1/4" minus aggregate to be sent to Stabilizer Solutions, Inc. prior to any construction – (allow 2 week turn around). Must be approved by Landscape Architect and Owner.
- B. Shop Drawings: Show details of installation, including plans and sections.
- C. LEED Submittals:
 - 1. Credit MR 4 – Recycled Content: Attach product data and certification letter indicating percentages by weight of post-consumer and pre-consumer recycled content for products having recycled content. Include statement indicating costs for each product having recycled content.
 - 2. Credit MR 5 – Regional Materials: Attach product data for regional materials indicating location and distance from Project of material manufacturer and point of extraction, harvest, or recovery for each raw material. Include statement indicating cost for each regional material and the fraction by weight that is considered regional.
 - 3. Credit MR 6 – Rapidly Renewable Materials: Attach product data and certification letter indicating percentages by weight of rapidly renewable materials for each product. Include statement indicating costs for each product having rapidly renewable material.
- D. Maintenance Instructions: Submit copy(ies) of manufacturer's written maintenance instructions in accordance with 01 73 23 – Operation and Maintenance Data.

1.4 PROJECT/SITE CONDITIONS

- A. Field Measurements: Each bidder is required to visit the site of the Work to verify the existing conditions. No adjustments will be made to the Contract Sum for variations in the existing conditions.
 - 1. Where surfacing is indicated to fit with other construction, verify dimensions of other construction by field measurements before proceeding with the work.
- B. Environmental Limitations: Do not install Stabilized Aggregate pathway during rainy conditions or below 40 degrees Fahrenheit and falling.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Installer to provide evidence to indicate successful experience in providing Stabilized Aggregate surface or ability to follow installation instructions.
- B. Mock-ups: Install 4 ft. wide x 10 ft. long mock-up of decomposed granite or 3/8" or 1/4" minus crushed aggregate surfacing with Stabilizer® additive at location specified by owner's representative.
- C. Compaction testing to be provided by contractor, one test per 2,000 square feet of base course.
- D. Manufacturer's technical representative shall visit the site at the start of an installation to ensure the installer understands the correct installation methods to use.

1.6 WARRANTY

- A. General Warranty: The special warranty specified in this Article shall not deprive the Owner of other rights the Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by the Contractor under requirements of the Contract Documents.
- B. Special Warranty: Submit a written warranty executed by the installer agreeing to repair or replace components of Stabilized Aggregate that fail in materials or workmanship within the specified warranty period. Stabilizer Solutions, Inc. does not warranty "Stabilizer®" purchased from a non-approved Stabilizer Solutions, Inc. licensee. Failures include, but are not limited to, the following:
 - 1. Premature wear and tear, provided the material is maintained in accordance with manufacturer's written maintenance instructions.
 - 2. Failure of system to meet performance requirements.
- C. Warranty Period: Contractor shall provide warranty for performance of product. Contractor shall warranty installation of product for the time of one year from completion.
- D. Contractor shall provide, for a period of sixty days, unconditional maintenance and repairs as required.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Stabilizer® for Stabilized Aggregate surfaces provided by the following manufacturer:

1. Stabilizer Solutions, Inc. 33 South 28th St., Phoenix, AZ 85034; phone (602) 225-5900, (800) 336-2468; fax (602) 225-5902; website stabilizersolutions.com; email info@stabilizersolutions.com

2.2 MATERIALS

- A. Decomposed Granite or 3/8" or 1/4" crushed aggregate screenings
 1. Sand and crushed stone shall consist of inert materials that are hard and durable, with stone free from surface coatings and deleterious materials. Gradation requirements shall be as follows:
 2. Crushed Stone Sieve Analysis Percentage of Weight Passing a Square Mesh Sieve AASHTO T11-82 and T2782

1/4" MINUS AGGREGATE GRADATION

U.S. Sieve No.	Percent Passing by Weight
# 3/8"	100
# 4	90 – 100
# 8	75 – 80
# 16	55 – 65
# 30	40 – 50
# 50	25 – 35
# 100	15 – 20
# 200 to	10 – 15

3. Acceptable local supplier list to be provided by Architect
- B. Stabilizer® Binder
 1. Patented, non-toxic, organic binder that is a colorless and odorless concentrated powder that binds decomposed granite or crushed 3/8" or 1/4" minus aggregate.
 2. Product to have 64% pre-consumer recycled content.
 3. Product shall have 25 years experience at same formulation.

2.3 EXCESS MATERIALS

- A. Provide owner's authorized rep. with the following excess materials for use in future Stabilized Aggregate repair: 40 to 50 lb. Bags of the Stabilized Aggregate blended with proper amount of Stabilizer®.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Base shall be 3" compacted layer of your state's DOT recommended crushed granular road base. Make any corrections necessary to base furnished and installed to bring gravel to the elevations shown on the drawing.
- B. Pre-soak base material with water and compact to 95% determined by Test Method ASTM D 1557 prior to installing Stabilized Aggregate. Compaction testing to be provided by project owner, one test per 2,000 square feet of base.

- C. Although porous, it is recommended to have proper drainage available to ensure no standing water on surface or adjacent to Stabilized Aggregate, including downspouts when placed under roof overhang and surface drains.
- D. Before proceeding with installation, notify Owner's Representative in writing of unsuitable site/base conditions.

3.2 BLENDING STABILIZER

- A. Stabilizer® shall be thoroughly pre-mixed with aggregate at the rate of 15-lbs of Stabilizer® per 1-ton of aggregate. Verify with manufacturer correct Stabilizer® rate for your project and climate. Drop spreading of Stabilizer® over pre-placed aggregate or mixing by rototilling is not acceptable. Stabilizer shall be mechanically pre-mixed per manufacturer's recommendations using an approved mechanical blending unit to adequately blend Stabilizer® with aggregate (Bucket blending is not an approved blending apparatus). Always blend Stabilizer® and aggregate DRY.

3.3 PLACEMENT

- A. After pre-blending, place Stabilized Aggregate directly on prepared sub-grade. Level to desired grade and cross section. Depth of pathways shall be 3" for heavy foot traffic and light vehicles. DO NOT place on filter fabric. Contact Stabilizer Solutions, Inc. for installation on slopes greater than 8%.

3.4 WATERING

- A. Water heavily for full-depth moisture penetration of profile. Water activates Stabilizer®. Apply 25 to 45-gallons of water per 1-ton to achieve saturation. Randomly test for depth using a probing device, which reaches full depth.
- B. Contractor shall wait a minimum of 6 – 72 hours or until such time that the Stabilized Aggregate is able to accept compaction from a 1 to 5 ton roller without separation, plowing or any other physical compromise of the aggregate.
- C. If surface aggregate dries significantly quicker than subsurface material, lightly mist surface before compaction.

3.5 COMPACTION

- A. Compact Stabilized Aggregate to 85% relative compaction by equipment such as; a 2 to 5-ton double drum roller making 3 to 4 passes. Do not begin compaction for 6 hours after placement and up to 72 hours. DO NOT use a vibratory plate compactor or vibration feature on roller, as vibration separates large aggregate particles. If pumping or pancaking of surface occurs, surface is still too wet to roll.
- B. Take care in compacting surface when adjacent to planting and irrigation systems, use 8" or 10" hand tamp. Installation of Stabilized Aggregate more than 3" thick shall be installed in lifts. If 4" thick compacted (2) 2" lifts. If 5" thick compacted (2) 2.5" lifts. If Stabilized Aggregate is pre-moistened before installation entire 4" or 5" lift may be installed.
- C. Lightly spray surface area following compaction. Do not disturb aggregate surface with spray action.

3.6 INSPECTION

- A. Finished surface shall be smooth, uniform and solid with no evidence of chipping or cracking. Cured and compacted pathway shall be firm throughout profile with no spongy areas. Loose material shall not be present on surface after installation but may appear after use and according to environmental conditions. Pathway shall remain stable underneath loose granite on top with a “natural” look. Any significant irregularities in path surface shall be repaired to the uniformity of entire installation.

3.7 PROTECTION

- A. Contractor shall furnish and install construction fence around new surface to prevent public access. Fencing shall be maintained in place for a minimum of 12 - 72 hours after completion of installation, or as directed by the Owner’ Representative. Drying period may take longer due to weather conditions.
- B. Contractor shall notify Owner’s Representative that landscape irrigation shall be restricted near Stabilized Aggregate surface until drying period is complete. Standing water on surface and adjacent to path shall be restricted at all times.

3.8 MAINTENANCE

- A. Remove debris, such as paper, grass clippings, or organic material by mechanically blowing or hand raking as needed. When plowing snow, use rubber baffle on plow blade or wheels on plow to lift blade 1/4" off the surface.
- B. During first year, minor amounts of loose aggregate may appear on surface (1/16 to 1/4"). If material exceeds a 1/4", redistribute over entire surface. Water to 1" depth and compact with power roller of no less than 1000-lbs. Repeat as needed. If cracking occurs, sweep fines into cracks, water thoroughly and hand tamp with an 8" – 10" hand tamp.

3.9 REPAIRS

- A. Excavate damaged area to the depth of the Stabilized Aggregate and square off sidewalls.
- B. If area is dry, moisten damaged portion lightly.
- C. Pre-blend the dry required amount of Stabilizer® with the proper amount of aggregate in a concrete mixer.
- D. Add water to the pre-blended Stabilized Aggregate. Thoroughly moisten mix with 25 to 45 gallons per 1-ton of pre-blended material or to approximately 10% moisture content.
- E. Apply moistened pre-blended Stabilized Aggregate to excavated area to finish grade.
- F. Compact with an 8" to 10" hand tamp or 250 to 300-pound roller. Keep traffic off areas for 12 to 48 hours after repair has been completed.

END OF SECTION

SECTION 32 18 18

PLAY PIT SAND

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. The Work of this Section includes preparation of soil for the purpose of seeding, sodding, or planting operations.
 - 1. Soil preparation consists of ripping, fertilizing, soil conditioning and fine grading the topsoil. Soil preparation as specified herein **MUST** precede all seeding, sodding, and planting.
- B. Related Work:
 - 1. Division 01 Section “Submittals”.
 - 2. Division 01 Section “Erosion and Sedimentation Control”.
 - 3. Division 31 Section “Clearing and Grubbing”.
 - 4. Division 32 Section “Topsoil”.

1.3 DEFINITIONS

1.4 SUBMITTALS

- A. See Division 01 Section “Submittals” for submittal requirements.
- B. Soils Test Data: See Sections 1.6 through 1.9 of this specification.
- C. Product Data: For each type of product.
 - 1. Include recommendations for application and use.
 - 2. Include test data substantiating that products comply with requirements.
 - 3. Material Certificates: For each type of soil conditioner and/or soil amendment and fertilizer appropriate for native plantings before delivery to the site, according to the following:
 - 4. Manufacturer's qualified testing agency's certified analysis of standard products.
- D. Samples: For each bulk-supplied material, 1-quart volume of each in sealed containers labeled with content, source, and date obtained. Each Sample shall be typical of the lot of material to be furnished; provide an accurate representation of composition, color, and texture.
- E. Quality Control Submittals:

1. Certificates: State, Federal and other inspection certificates shall accompany invoice for materials showing source or origin. Submit to the City of Greeley CPR Project Manager prior to acceptance of material.
2. Material Analysis: Provide soil conditioner analysis performed no more than three months prior to delivery to site.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Fertilizer: Deliver inorganic or chemical fertilizer to site in original unopened containers bearing manufacturer's guaranteed chemical analysis, chemical name, trade name, trademark and conformance to state law, bearing name and warranty of producer.
- B. Notify the City of Greeley CPR Project Manager of delivery schedule in advance so material can be inspected upon arrival at project site. Immediately remove unacceptable material from project site.

1.6 PROJECT/SITE CONDITIONS

- A. General: Do not perform work when climate and existing site conditions will not provide satisfactory results.
- B. Vehicular site access shall be limited to the area(s) indicated on the drawings or as defined by the City of Greeley CPR Project Manager.
- C. Damage to turf, natural areas, pavements, irrigation systems, underground utilities, and other improvements shall be repaired by the contractor at no additional cost to the City.

1.7 QUALITY CONTROL

- A. Testing Agency Qualifications: An independent, state-operated, or university-operated laboratory; experienced in soil science, soil testing, and plant nutrition; with the experience and capability to conduct the testing indicated; and that specializes in types of tests to be performed.

1.8 PRECONSTRUCTION TESTING

- A. Preconstruction Testing Service: Engage a qualified testing agency, approved by the City of Greeley CPR Project Manager, to perform preconstruction soil analyses on existing, on-site soil imported soil if needed.
 1. Notify City of Greeley CPR Project Manager 72 hours in advance of the dates and times when laboratory samples will be taken.
- B. Preconstruction Soil Analyses: For each unamended soil type, perform testing on soil samples and furnish soil analysis and a written report containing soil-amendment, soil-conditioner and fertilizer recommendations by a qualified testing agency performing the testing according to "Soil-Sampling Requirements" and "Testing Requirements" articles.

1. Have testing agency identify and label samples and test reports according to sample collection and labeling requirements.

1.9 SOIL-SAMPLING REQUIREMENTS

- A. General: Extract soil samples according to requirements in this article.
- B. Sample Collection and Labeling: Have samples taken and labeled by Contractor in the presence of the City of Greeley CPR Project Manager or other personnel as directed by the Project Manager under the direction of the testing agency.
 1. Number and Location of Samples: Minimum of two samples per acre collected randomly throughout the areas to receive similar soil preparation, including seed/sod, native seeding, planting beds, and gardens. Provide a map to the Project Manager of sampling locations.
 2. Procedures and Depth of Samples: Collect samples to a depth of 6 inches and combine in a clean plastic container.
 3. Mixing of Samples: Mix samples together thoroughly, removing plant debris and breaking up clods.
 4. Labeling: Label each sample with the date, location keyed to a site plan or other location system, visible soil condition, and sampling depth.

1.10 TESTING REQUIREMENTS

- A. General: Perform tests on soil samples according to requirements in this article.
- B. Physical Testing:
 1. Soil Texture: Soil-particle, size-distribution analysis by one the following methods according to SSSA's "Methods of Soil Analysis - Part 1-Physical and Mineralogical Methods":
 - a. Sieving Method: Report sand-gradation percentages for very coarse, coarse, medium, fine, and very fine sand; and fragment-gradation (gravel) percentages for fine, medium, and coarse fragments; according to USDA sand and fragment sizes.
 - b. Hydrometer Method: Report percentages of sand, silt, and clay.

1.11 DELIVERY, STORAGE, AND HANDLING

- A. Packaged Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and compliance with state and Federal laws if applicable.
- B. Bulk Materials:
 1. Do not dump or store bulk materials near structures, utilities, walkways and pavements, or on existing turf areas or plants.

2. Provide erosion-control measures to prevent erosion or displacement of bulk materials, discharge of soil-bearing water runoff, and airborne dust reaching adjacent properties, water conveyance systems, or walkways.
3. Do not move or handle materials when they are wet or frozen.
4. Accompany each delivery of bulk fertilizers and soil amendments with appropriate certificates.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Sand:

1. Sand specifications required for sand play area. This sand is very soft, won't compact (won't need to be tilled) and produces very little.
2. A minimum of 61cm (24 inches) of soft sand is required throughout the entire sand pit play area.
 - A. Name Particle Size Spec (% Retained on Sieves)
 - Fine gravel 2.0 mm 0%
 - Very Coarse sand 1.0 mm - 2.0 mm 0%-6%
 - Coarse sand 0.5 mm - 1.0 mm min of 80%
 - Medium sand 0.25 mm - 0.5 mm max of 92%
 - Fine sand 0.15 mm - 0.25 mm 7%- 18%
 - Very fine sand 0.05 mm - 0.15 mm not greater than 2.0%
 - Silt and Clay below 0.05 mm not greater than 0.15%
3. These requirements related to the particle sizes allow for excellent drainage and must absolutely be considered in order to successfully face all different weather conditions. The sand must also be free of any organic material.
4. Particle Shape: The recommended sand requirements will have the following physical properties:
 - A. be naturally weathered;
 - B. be sub angular/rounded;
 - C. not be acquired from a crushed rock source.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. General: Verify that existing site conditions are as specified and indicated on drawings before beginning work under this Section.
 1. Grades: Inspect to verify rough grading is within +/- 0.1-foot of grades indicated and specified.
- B. Unsatisfactory Conditions: Report in writing to General Contractor with copy to the City of Greeley CPR Project Manager.

- C. Acceptance: Beginning of installation means acceptance of existing conditions by installer.

3.2 PREPARATION

- A. Areas of Newly Placed Sand:
 - 1. Protection:
 - a. Locate sewer, water, irrigation, gas, electric, phone and other pipelines or conduits and equipment prior to commencing work.
 - b. Contractor shall be responsible for proper repair to landscape, utilities, walls, pavements and other site improvements damaged by operations under this section.
 - 2. Surface Grade: Establish grades as indicated on drawings, and as required in Division 31 Section “Earth Moving”.
 - 3. Remove weeds, debris, clods and rocks larger than one 1-inch. Remove and dispose of accumulated materials at direction of the City of Greeley CPR Project Manager.
 - 4. Erosion Control: Take measures and furnish equipment and labor necessary to control the flow, drainage and accumulation of water, and prevent soil erosion, blowing soil and accumulation of wind-deposited material on the site throughout duration of work. Insure that all excess water will run off the grades or will percolate within 12 hours.
 - 5. Timing: Perform subgrade and subdrain system preparation just prior to sand placement operations and in accordance with parks schedule.

3.3 INSTALLATION

- A. Install sand as required in Division 31 section “Earth Moving” and Division 32 Section “Sand”.
- B. Fine Grading:
 - 1. Complete fine grading for all areas prior to subbase gravel installation. Compacted to 95% Standard Proctor Density.
 - 2. Finish grade shall be below edge of surrounding landscape.
 - 3. Restore planting areas to specified condition if eroded or otherwise disturbed after fine grading and prior to planting.

3.4 FIELD QUALITY CONTROL

- A. Inspection: Provide notice to the Parks Project Manager requesting inspection at least seventy-two (72) hours prior to anticipated date of completion.
- B. Contractor shall be responsible for coordinating sand placement inspections with City of Greeley, call (303) 628-6682 at least seventy-two (72) hours prior to installing sod, seed or plantings.
- C. Deficiencies: The City of Greeley CPR Project Manager will specify deficiencies to Contractor who shall make satisfactory adjustments and shall again notify the City of Greeley CPR Project Manager for final inspection.

3.5 CLEANING

- A. Protect areas adjacent to sand pit play preparation and placement areas from contamination. Keep adjacent paving, landscape and construction clean and work area in an orderly condition.
- B. Remove debris and excess materials from site. Clean out drainage inlet structures. Clean paved and finished surfaces soiled as a result of work under this Section, in accordance with Section 208 of the General Specifications or as directed by the City of Greeley CPR Project Manager.

3.6 PROTECTION

- A. Provide and install barriers as required and as directed by the City of Greeley CPR Project Manager to protect completed areas against damage from pedestrian and vehicular traffic until acceptance by City.
- B. Protect sand pit play area from additional compaction, disturbance, and contamination. Prohibit the following practices within these areas except as required to perform planting operations:
 - 1. Storage of construction materials, debris, or excavated material.
 - 2. Foot traffic.
 - 3. Impoundment of water.
 - 4. Excavation or other digging unless otherwise indicated.

END OF SECTION 32 18 18