

**CITY OF GREELEY
INVITATION FOR BID**

2019 INFRASTRUCTURE IMPROVEMENTS

**BID #FA19-08-071
DUE AUGUST 16, 2019 BEFORE 10:00 A.M.**



Serving Our
Community
It's A Tradition

*The Office of Purchasing 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 #FA19-08-071

INVITATION FOR BID

The City of Greeley, Colorado is issuing an Invitation to Bid for the 2019 Infrastructure Improvements on August 16, 2019 **before** 10:00 am at the Public Works Building, 1001 9th Avenue, 1st floor Conference Room, Greeley, Colorado 80631 at which time and place all bids will be publicly opened and read aloud. No late, faxed or electronic bids will be accepted.

Federal Section 3 requirements for opportunities for low-moderate-income residents and businesses will apply. The City of Greeley is issuing this Invitation to Bid for a project with Community Development Block Grant funding. Certified Section 3 business concerns are encouraged to submit a bid. To certify as a Section 3 business, one or more of the following must apply:

- *Business is a Section 3 resident-owned business (51% of ownership must qualify and be certified as a Section 3 resident. A Section 3 resident either resides in public housing or has a household income of 80% or less than the Area Median Income).*
- *Business will subcontract 25% of the funds awarded to a qualified Section 3 Business(es).*
- *Certify that 30% of the business's work force is currently Section 3 residents or were Section 3 eligible residents within three years of the date of first employment.*

Businesses meeting one of the above qualifications may also certify as a Section 3 business for purposes of subcontracting on the project.

Employment opportunities at the project site may also be available to City of Greeley residents who qualify as a Section 3 resident. To certify as a Section 3 resident, one or more of the following must apply:

- *Public housing resident*
- *Household has gross income of 80% or less of the Area Median Income*
- *Additional preference may be given to a resident of the project service area*

Certification as a Section 3 resident or business concern is not a guarantee of work.

Minority and/or Women Owned Businesses are also encouraged to submit a bid.

Information on Section 3 and information on how to certify as a business concern to submit a bid, certify as a business concern interested in subcontracting on the project, or certify as a City of Greeley Section 3 resident is available by contacting the Greeley Urban Renewal Authority – 970.350.9380.

The City of Greeley disseminates all bids and requests for proposals through the Rocky Mountain Online Bid 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 and 00140. Addenda must be acknowledged in Section 00120 of the bidding documents. Bidders failing to acknowledge any and all addenda may be considered non-responsive.

A pre-bid meeting will be held on August 8, 2019 at 9:00 a.m. in the 1st floor conference room, Public Works, 1001 9th Avenue, Greeley, Colorado. All interested vendors are highly encouraged to attend.

Each bid shall be accompanied by a certified check drawn on a bank which is insured by the Federal Deposit Insurance corporation or a bidder's bond executed by a surety company authorized to do business in Colorado, made payable to the City of Greeley, Colorado, in an amount not less than five percent (5%) of the proposal sum as security that the successful bidder will enter into a contract to

construct this project in accordance with the plans and specifications, and give bonds in the sum as hereafter provided. Checks accompanying bids not accepted will be returned.

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

No bids shall be withdrawn for a period of sixty (60) days after bid opening.

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 J.R. Salas at 970-350-9383.

City of Greeley, Colorado
Adela R. Gain

Greeley Tribune
August 7, 2019

Section 00120

BID PROPOSAL

PROJECT: 2019 INFRASTRUCTURE IMPROVEMENTS – FA19-08-071

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

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

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

The undersigned, agrees to complete and file a Performance and Payment Bond and further agrees to complete the contract within seventy-five (75) Calendar Days from Notice to Proceed. Official notice to proceed will not be issued until adequate Performance and Payment Bonds and other required documents are on file with the City of Greeley.

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

ATTEST

DATE

COMPANY NAME

BY

SIGNATURE

TITLE

Section 00130 - Bid Schedule

2019 Infrastructure Improvements

Item #	Description	Unit	Qty	Unit Price	Total Cost
1	Mobilization	LS	1		\$ -
2	Traffic Control	LS	1		\$ -
3	Stormwater Management/Erosion Control	LS	1		\$ -
4	Remove Curb & Gutter (0 to 2' Pan)	LF	2,869		\$ -
5	Remove Concrete Flatwork - Thickness Varies	SY	1,577		\$ -
6	Concrete Sawcut Demo	LF	100		\$ -
7	New C&G 0-2' Pan (i.e. Vertical Curb and Gutter: Sim to S-16)	LF	2,869		\$ -
8	New High Back Curb and Gutter (8" and above)	LF	0		\$ -
9	24 Hour High Early Mix - Up Charge	CY	60		\$ -
10	New 4" Concrete	SY	1,093		\$ -
11	New 6" Concrete	SY	453		\$ -
12	New 8" Concrete	SY	316		\$ -
13	Unclassified Excavation	CY	53		\$ -
14	Compacted Stabilization Subgrade Import (6" Base)	TON	45		\$ -
15	Major Re-landscaping (Sprinklers, etc.)	HR	75		\$ -
16	Adjust Meter Pit	EA	1		\$ -
17	Landscape Curb 0-6"	LF	626		\$ -
18	Landscape Curb 7-18"	LF	200		\$ -
19	Landscape Curb 19-48"	LF	0		\$ -
20	ADA Detectable Warning plates/domes	SF	176		\$ -
21	Tree and Root Pruning	HR	30		\$ -
22	Colored Concrete (4 LB Max.) (Add On)	CY	10		\$ -
23	Stamped Concrete (Add On)	CY	10		\$ -
24	Portable Sanitary Station	LS	1		\$ -
25	4" PVC Installed Under Sidewalk	LF	110		\$ -
26	Remove Existing Asphalt, and Subgrade Preparation for Replacement	SY	350		\$ -
27	Clearing and Grubbing (Remove ~1200 SF Sod)	LS	1		\$ -
28	Remove Type 3 Inlet (H<5')	EA	2		\$ -
29	Remove/Abandon 12" Storm Line	LF	340		\$ -
30	Remove 12" PVC	LF	12		\$ -
31	Flashfill 12" Storm Line	LF	265		\$ -
32	Potholing	EA	10		\$ -
33	Install 4' MH (0-5')	EA	3		\$ -
34	Install Type 3 Inlet (H<5')	EA	4		\$ -
35	Install 12" PVC & One 45deg Elbow	LF	13		\$ -
36	Install 18" RCP	LF	448		\$ -
37	Install 18" FES	EA	1		\$ -
38	Install Forebay (Sheet 9 Detail)	LS	1		\$ -
39	Quality Control - Standard Proctor	EA	2		\$ -
40	Quality Control - Soils Compaction	EA	4		\$ -
41	Quality Control - Concrete Test & Break Results	EA	4		\$ -
				Total Bid: \$	0.00

Vendor Name: _____

Authorized Signature: _____

Print Name: _____

Phone Number: _____ Fax 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,

2019 INFRASTRUCTURE IMPROVEMENTS – FA19-08-071

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

2019 INFRASTRUCTURE IMPROVEMENTS – FA19-08-071

A pre-bid conference will be held:

On August 8, 2019 at 9:00 a.m., Public Works, 1001 9th Avenue, Greeley, CO, 1st floor conference room . All bidders are highly encouraged to attend.

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

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

I have attended the pre-bid conference _____

I have not attended the pre-bid conference _____

Name of Contracting Organization

Authorized Signature

Date

SECTION 00210

NOTICE OF AWARD

DATE:

TO:

Re: **2019 INFRASTRUCTURE IMPROVEMENTS – FA19-08-071**

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: **2019 INFRASTRUCTURE IMPROVEMENTS – FA19-08-071**

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 00115: Section 3 Contract Clause
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 – Renee Wheeler

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,

2019 INFRASTRUCTURE IMPROVEMENTS – FA19-08-071

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

2019 INFRASTRUCTURE IMPROVEMENTS – FA19-08-071

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: **2019 INFRASTRUCTURE IMPROVEMENTS – FA19-08-071**

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
2019 INFRASTRUCTURE IMPROVEMENTS – FA19-08-071
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: **2019 INFRASTRUCTURE IMPROVEMENTS – FA19-08-071**

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: **2019 INFRASTRUCTURE IMPROVEMENTS – FA19-08-071**

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: 2019 INFRASTRUCTURE IMPROVEMENTS – FA19-08-071

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: **2019 INFRASTRUCTURE IMPROVEMENTS – FA19-08-071**

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 NOVEMBER 2016)

ARTICLE 1 DEFINITIONS

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

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

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

ARTICLE 2 INTERPRETATION

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

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

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

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

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

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

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

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

ARTICLE 3
ENTITY OF CONTRACTOR

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

ARTICLE 4
LIABILITY AND INDEMNIFICATION

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

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

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

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

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

ARTICLE 6
CONTRACTUAL RELATIONSHIPS

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

ARTICLE 7 ASSIGNMENT

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

ARTICLE 8 SUBCONTRACTORS

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

ARTICLE 9 CONDITIONS AFFECTING THE WORK

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

ARTICLE 10 GRATUITIES AND CONFLICTS OF INTEREST

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

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

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

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

ARTICLE 11 WARRANTY OF WORK

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

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

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

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

ARTICLE 12 MATERIAL

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

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

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

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

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

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

ARTICLE 13 WORKMANSHIP AND UNAUTHORIZED WORK

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

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

ARTICLE 14 SUPERINTENDENCE BY CONTRACTOR

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

ARTICLE 15 INSPECTION/TESTING

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

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

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

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

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

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

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

ARTICLE 16 PERMITS AND COMPLIANCE WITH LAWS

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

ARTICLE 17 RIGHTS IN LAND IMPROVEMENT

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

ARTICLE 18 DAMAGE TO THE WORK AND RESPONSIBILITY FOR MATERIALS

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

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

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

ARTICLE 19 EMERGENCIES

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

ARTICLE 20 NOTICE TO PROCEED

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

ARTICLE 21 PROGRESS SCHEDULE AND REQUIREMENTS FOR MAINTAINING PROGRESS

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

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

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

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

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

ARTICLE 22 SUSPENSION OF WORK

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

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

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

ARTICLE 23 FINAL INSPECTION AND ACCEPTANCE

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

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

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

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

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

ARTICLE 24 PROGRESS PAYMENTS

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

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

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

ARTICLE 25 PAYMENT TO SUBCONTRACTORS

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

ARTICLE 26 PAYMENT OF TAXES

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

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

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

ARTICLE 27 FINAL PAYMENT

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

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

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

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

ARTICLE 28 CHANGES

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

28.1.1 In the Contract (including drawings and designs);

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

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

28.1.4 Directing acceleration in performance of the work.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

28.13 Subcontract Cost of Pricing Data-- Pricing Adjustment:

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

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

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

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

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

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

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

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

**ARTICLE 30
DIFFERING SITE CONDITIONS**

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

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

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

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

ARTICLE 31 CONTRACTOR PROPOSALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 32 EXTENSION OF TIME

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

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

Monthly Anticipated Calendar Days Lost to Adverse Weather Conditions

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

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

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

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

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

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

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

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

ARTICLE 33 NOTICE OF POTENTIAL CLAIM

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

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

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

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

ARTICLE 34 SUBMITTAL OF CLAIMS

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

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

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

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

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

ARTICLE 35 DISPUTES

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

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

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

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

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

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

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

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

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

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

ARTICLE 36 FORCE ACCOUNT WORK

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

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

Labor	25 percent
Materials	20 percent
Equipment	10 percent

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 37

TERMINATION FOR CONVENIENCE OF THE OWNER

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

37.5.1.1 The cost of such work;

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

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

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

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

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

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

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

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

ARTICLE 38 TERMINATION FOR DEFAULT

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

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

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

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

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

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

ARTICLE 39

TERMINATION OF RIGHT TO PROCEED FOR CERTAIN DEFAULTS

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

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

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

39.1.3 Abandonment of Contract.

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

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

39.1.6 Performance of the Contractor in bad faith.

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

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

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

ARTICLE 40

RIGHTS AND OBLIGATIONS OF PARTIES AT TERMINATION FOR DEFAULTS

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

- 40.2 On receipt of a Notice of Termination from the Owner, the Contractor shall:
- 40.2.1 Stop all work under the Contract on the date and to the extent specified in the Notice of Termination.
- 40.2.2 Place no further orders or subcontracts for materials, equipment or services except as they relate to the performance of work covered by the Notice of Termination.
- 40.2.3 Cancel or terminate all orders or subcontracts to the extent that they relate to the performance of work covered by the Notice of Termination.
- 40.2.4 Comply with all other requirements of the Owner as may be specified in the Notice of Termination.
- 40.3 Upon the Owner termination of the Contractor's right to proceed with the Work because of the Contractor's default under the Contract, the Owner will have the right to complete the Work by whatever means and method it deems advisable. The Owner shall have the right to take possession of and use any or all the Contractor's materials, plat, tools, equipment and property of any kind provided by or on behalf of the Contractor for the purpose of the Work, or a portion of them, without being responsible to the Contractor for fair wear and tear. The Contractor shall have no rights in such property during their use by the Owner. The Owner will not be required to obtain the lowest prices for completing the Work but shall make such expenditures as, in the Owner's sole judgment, best accomplish such completion.
- 40.4 The expense of completing the Work, together with a reasonable charge for engineering, managerial and administrative services, as certified by the Owner, will be charged to the Contractor and the expense so charged will be deducted by the Owner out of such monies as may be due or may at any time thereafter become due to the Contractor. In case such expense is in excess of the sum which otherwise would have been payable to the Contractor under the Contract, the Contractor or his surety shall promptly pay the amount of such excess to the Owner upon notice from the Owner of the excess so due. The Owner may, in its sole discretion, withhold all or any part of any progress payments otherwise due the Contractor until completion and final settlement of the Work covered by the Notice of Termination of Contractor's right to proceed.
- 40.5 The Contractor shall insert in all subcontracts that the subcontractor will stop work on the date of or to the extent specified in a Notice of Termination from the Owner and shall require the subcontractors to insert the same provision in any tier subcontracts.
- 40.6 The Contractor shall immediately upon receipt communicate any Notice of Termination issued by the Owner to the affected subcontractors and suppliers at any tier.
- 40.7 Rights of Surety: The Surety on the Performance Bond provided for in this Contract shall not be entitled to take over the Contractor's performance of work in case of termination under this Article, except with the consent of the Owner.

ARTICLE 41 LIQUIDATED DAMAGES

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

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

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

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

ARTICLE 42 USE AND POSSESSION PRIOR TO COMPLETION

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

ARTICLE 43
RIGHTS IN SHOP DRAWINGS AND WORKING DRAWINGS

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

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

ARTICLE 44
PATENT AND COPYRIGHT

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

ARTICLE 45
HISTORICAL, SCIENTIFIC AND ARCHAEOLOGICAL DISCOVERIES

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

ARTICLE 46
SUBSTITUTIONS

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

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

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

ARTICLE 47 INSURANCE

47.1 General

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

47.3 General Liability

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

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

47.4 Automobile Liability

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

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

47.5 Property Insurance:

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

ARTICLE 48 UNCOVERING AND CORRECTION OF WORK

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

ARTICLE 49 EQUAL OPPORTUNITY

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

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

ARTICLE 50 CLAIMS

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

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

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

ARTICLE 51 NOTICES

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

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

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

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

ARTICLE 53 CAPTIONS OR HEAD NOTES

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

ARTICLE 54 EFFECTIVE AND BINDING

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

ARTICLE 55 CONTRACTOR

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

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

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

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

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

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

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

ARTICLE 56 APPEALS

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

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

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

ARTICLE 57 PROHIBITED INTEREST

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

ARTICLE 58 FINDINGS CONFIDENTIAL

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

ARTICLE 59 GENERAL PROVISIONS

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

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

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

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

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

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

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

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

59.9 The Owner certifies the following;

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

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

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

ARTICLE 60 CONTRACTOR ACCEPTANCE

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

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

ARTICLE 61 SUCCESSORS AND ASSIGNS

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

ARTICLE 62 SEVERABILITY CLAUSE

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

ARTICLE 63

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

ARTICLE 64

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

ARTICLE 65

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



SECTION 520
SUBCONTRACTORS/MATERIALS SUPPLIERS AND RELATED DATA

Firm Name: _____ City Contractors License # _____

Primary Contractor _____

PROJECT: _____ Address: _____

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

Phone Number: _____ Fax Number: _____

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

Firm Name: _____ City Contractors License # _____

Address: _____

Phone Number: _____ Fax Number: _____

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

Firm Name: _____ City Contractors License # _____

Address: _____

Phone Number: _____ Fax Number: _____

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

Firm Name: _____ City Contractors License # _____

Address: _____

Phone Number: _____ Fax Number: _____

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

Firm Name: _____ City Contractors License # _____

Address: _____

Phone Number: _____ Fax Number: _____

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

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

City of Greeley Section 3 Compliance Plan

For Inclusion with Bid Documents, Contracts, and Written Agreements with Contractors



Section 3 Projects/Activities

➤SUBMIT THIS PAGE (SECTION 3 COMPLIANCE) & REQUIRED FORMS

It is important to understand the information provided to this point. Signature on this page certifies that the information was provided, reviewed, and agreed to by the City Department or other entity entering in a Section 3 covered contract/agreement. The contact information for questions was provided on page one of this document.

Contractor Name: _____ Expected Contract Amt: _____

For this activity, this entity will operate as the (check one of the following):

☐ Subrecipient ☐ Owner/Developer ☐ General Contractor ☐ Subcontractor

Address: _____

Contact Person: _____ FAX: _____

Phone Number: _____ Email: _____

Project Name: _____

DUNS Number (required to submit a bid): _____

Registration on sam.gov is completed (required to submit a bid): ☐ YES ☐ NO

Section 3 Project Type (check one): ☐ Housing rehabilitation ☐ Housing construction
☐ Other public construction – infrastructure ☒ Other public construction - buildings

Statement of Commitment

By signature at the end of this PAGE, I hereby acknowledge to the City of Greeley, Colorado that I have been duly provided with information regarding the City's Section 3 Program, which explains the obligations and requirements of any Section 3 covered project which, by definition, received funding from the U. S. Department of Housing and Urban Development (HUD).

I certify that I am fully empowered to enter into this Compliance Plan on behalf of the entity for which I am certifying and that the information contained within this Compliance Plan is accurate and correct.

I understand that the City may impose penalties and sanctions for the submission of any false and inaccurate statements within this document or for failing to provide reports or other information in a timely manner.

I understand that the responsibilities of this entity to implement the City's Policies and Procedures are in equal measure to the City and will work together with the City to ensure compliance, to the greatest extent feasible, through the awarding of contracts for work and services to Section 3 business concerns, provide training and employment opportunities to Section 3 residents as noted below, and to submit any required reports or other information in a timely manner.

Signature of Authorized Representative

Date

Signature of Acceptance by City/GURA

Date

➤ SECTION 3 PLAN IMPLEMENTATION RESPONSIBILITIES – CONTRACTORS

- ☐ Determine whether your business qualifies as a Section 3 Business Concern. If so, completion of certifying forms is strongly encouraged (see below).

1. INCLUDE WITH BID – Not including all required Section 3 information noted under Item 1 will disqualify the bid (it will not be opened). These requirements pertain only to Section 3; there will be other documents required, as listed in the bid documents, contract, and/or agreement. (Boxes are provided for your convenience to ensure all required forms are attached. Not checking the box will not disqualify the bid if the forms are attached. Forms are provided.)

- ☐ Completed Compliance Plan form (Page 1). This document will be part of the contract or written Agreement with a City Department/Division, GURA, a City of Greeley Subrecipient, or Developer.

REMINDER: A DUNS Number and registration is required for all contractors and subcontractors and must be noted on the first page of the Plan.

- ☐ Contracting Plan Worksheet/Estimated Work Force Needed Worksheet
- ☐ Permanent Employee List (needed at bid and again at project completion to determine if there were new hires)
- ☐ Plan to Meet Goals for Hiring Section 3 Businesses and Residents. This form needs to state how you will advertise the potential availability of employment opportunities. Suggestions include posting at the Housing Authority, library, social services, and/or other places frequented by low- moderate income persons; website ads; printed ads; etc.

OPTIONAL (BUT STRONGLY ENCOURAGED) – CERTIFY YOUR BUSINESS AS A SECTION 3 BUSINESS

- ☐ Certification for Business Concerns form and documentation noted on the form
- ☐ Certification for Residents – one form for each active employee - (form only) to verify eligibility as a Section 3 Business Concern (Contractor/Subcontractor is responsible for maintaining documentation from employees)

2. DURING THE ACTIVITY/PROJECT

- ☐ Provide Subcontractors with the Compliance Plan and Implementing Forms for Subcontractors, and have them complete them as noted on the Subcontractor Plan. It becomes a part of the Contractor's contract with the Subcontractors (that meet the Section 3 Project/Activity funding level).
- ☐ Include the Section 3 Contract Clause (provided with the forms at the end of this document) in all bid documents and contracts with Subcontractors.

IF THERE ARE NEW HIRES BY THE CONTRACTOR THAT QUALIFY AS SECTION 3 RESIDENTS

- ☐ Certification for Residents – one form for each new hire. Provide Contractor with the form only – Subcontractor maintains backup documentation; Contractor shall provide information to GURA.

IF SUBCONTRACTING WITH A BUSINESS CONCERN THAT QUALIFIES AS A SECTION 3 BUSINESS CONCERN

- ☐ Certification for Business Concerns form (provide to GURA or the Project Manager) and documentation noted on the form (maintain with Contractor files and make available on request.)
- ☐ Certification for Residents – one form for each current employee – (form only to GURA or Project Manager) to verify eligibility as a Section 3 Business Concern. (Contractor is responsible for maintaining back-up documentation on its employees, to be made available on request.)

- ☐ Coordinate with GURA or Project Manager to make the Section 3 Plan and Implementing Forms for Subcontractors a part of any Section 3 contract or subcontract entered into. The Compliance Plan for Subcontractors is available for review from GURA on request.
- ☐ Provide the reports requested to GURA or the Project manager in a timely manner.
- ☐ Follow the procedures for Contractors as outlined in the Guidebook

3. AT PROJECT COMPLETION the following must be provided to GURA or the Project Manager:

- ☐ Current Employee List (as of the end of the Project/Activity).
- ☐ List of New Hires during the Project, (should be the employee difference between the initial Permanent Employee List and end of project/activity Permanent Employee List), and List of New Hires Trained.

Other information may be required for the City to complete its Section 3 reporting requirements. Contractors shall fully cooperate with the City in providing required reports needed to comply with Section 3. Failure to provide these documents in a timely manner could result in payment delays and more seriously, other sanctions against the business concern.

FORMS FOLLOW

FORMS REQUIRED WITH BIDS

1. All forms in this section must be submitted with bid documents.
2. If qualified as a Section 3 business concern, it is strongly recommended that the certification forms (business and residents to qualify the business) be submitted with bid or within five days of bid award. The City is expected to meet the stated goals; other parties are expected to assist the City.

CONTRACTING PLAN AND ESTIMATED WORKFORCE NEEDED FOR THIS ACTIVITY

Name of Company/City Department						
Project Name						
	(1)	(2)	(3)	(4)	(5)	(6)
Job Category	Construction or Professional (C or P)	Total Estimated Positions Needed for Activity	# of Positions Occupied by Permanent Employees	Number of Positions Not Occupied	# of Positions to be filled with Section 3 Residents	Total Estimated Contract for Each Trade
Skilled						
Semi-skilled						
Skilled trainees						
Unskilled trainees						
Semi-skilled trainees						
Professional & Administrative						
Clerical						
Apprentices						
Other						

This form compares current work force with the anticipated workforce needed to complete the contract on which the bid is being placed. Form must be completed.

(1) Note whether job category is a construction (C) or professional (P) category.

(2) Estimate the total number of positions that will be needed for each category to complete this activity, current work force included.

(3) By job category, enter the number of current employees. (These employees must be listed by name on the **Permanent Employee List** form).

(4) By job category, enter the number of employees you estimate you will need to complete this activity (# in box 2 minus # in box 3).

(5) Of the number identified in column 4, estimate how many of those you can fill with Section 3 residents. Your goal should be no less than 30% of any **new hires** will be Section 3 residents.

(6) If you need to contract outside your company, state the estimated dollar amount by job category.

If no recruitment or hiring is anticipated, explain why: _____

PERMANENT EMPLOYEE LIST –PROJECT START

Name of Company/City Department	
Project Name	

[illegible]

PLAN TO MEET GOALS FOR HIRING SECTION 3 BUSINESSES AND RESIDENTS

Indicate the efforts that will be made to notify Section 3 BUSINESS CONCERNS, AND RESIDENTS, IF THERE WILL BE NEW HIRES, of contracting opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible (use additional pages if necessary). **All efforts must be documented** (i.e. ad copies, photo of postings, etc). At project completion, attach copies of all publications, notices, pictures of posted notices, and any other outreach material utilized, along with a list of all Section 3 business concerns and/or Section 3 residents that responded to your outreach efforts. Submit copies to GURA.

➤ OUTREACH TO SOLICIT BIDS FROM SECTION 3 BUSINESSES

Recipient/Subrecipient/General Contractor/Subcontractor: _____

Project Name: _____

Period Covered: _____

Date Submitted: _____

☐ Job availability will be posted at Housing Authority with Section 3 language

☐ Job availability will be advertised in the Greeley Tribune with Section 3 language

☐ Job availability will be posted in low- moderate-income neighborhood locations

☐ Other – list below

➤ OUTREACH TO SOLICIT BIDS FROM SECTION 3 RESIDENTS

FORMS REQUIRED AT PROJECT/ACTIVITY COMPLETION

1. Prior to receiving final payment, the Permanent Employee List must be submitted to the Project Manager or GURA, and
2. **If there were new hires** during the project/activity, also submit
 - a. “New Hires During Activity/Project” and Section 3 New Hires Trained during Project/Activity” forms (as applicable), and
 - b. Residents’ certification form only. (Backup documentation shall be kept by the Subcontractor and made available on request).
3. Attach copies of all publications, notices, pictures of posted notices, employment ads, website ads, and any other outreach material utilized during the hiring process as noted on the “Plan to Meet Goals for Hiring Section 3 Businesses and Residents” submitted at time of bid.
4. Business Concerns certification forms, including Resident certifications to qualify the Business Concern (if subcontracting was with a Section 3 Business Concern and they opted to complete the forms).

PERMANENT EMPLOYEE LIST – PROJECT COMPLETION

Name of Company/City Department	
Project Name	

[illegible]

NEW HIRES DURING ACTIVITY/PROJECT

For this activity, this entity will operate as the (check one of the following):

☐ Subrecipient ☐ (Owner/Developer) ☐ (General Contractor) ☐ (Subcontractor)

Name of Company	
Project Name	
Period Covered	
Date Submitted	

[illegible]

SECTION 3 NEW HIRES TRAINED DURING PROJECT/ACTIVITY

For this activity, this entity will operate as the (check one of the following):

☐ Subrecipient ☐ Owner/Developer ☐ General Contractor ☐ Subcontractor

Name of Company	
Project Name	
Period Covered	
Date Submitted	

Employee Name:	Last 4 digits of SS#:
Position:	
Type of Training Provided:	

Employee Name:	Last 4 digits of SS#:
Position:	
Type of Training Provided:	

Employee Name:	Last 4 digits of SS#:
Position:	
Type of Training Provided:	

Employee Name:	Last 4 digits of SS#:
Position:	
Type of Training Provided:	

SECTION 3 CERTIFICATION FORMS

1. Businesses concerns certifying to Section 3 status submit:
 - a. Certification for Business Concerns
 - b. Resident certification for each employee (to show business concern Section 3 qualification)
2. **If there were new hires** submit resident certification form for any Section 3 resident as noted on the New Hires form.

CERTIFICATION FOR BUSINESS CONCERNS

Name of Business _____

Address of Business _____

Type of Business: ☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Joint Venture

Income Limits (gross household income from all occupants cannot exceed the noted amounts to qualify as a Section 3 resident).

Greeley, CO MSA – FY 2012 Income Limits – Median Income \$68,400								
Household size	1	2	3	4	5	6	7	8
Household gross income	\$38,300	\$43,800	\$49,250	\$54,700	\$59,100	\$63,500	\$67,850	\$72,250

Resident must also reside within the City of Greeley to be considered a Section 3 resident for this project.

For business entity, as applicable, provide:

- | | |
|--|---|
| <input type="checkbox"/> Copy of Article of Incorporation | <input type="checkbox"/> Certificate of Good Standing |
| <input type="checkbox"/> Assumed Business Name Certificate | <input type="checkbox"/> Partnership Agreement |
| <input type="checkbox"/> List of owners/stockholders and % ownership of each | <input type="checkbox"/> Corporation Annual Report |
| <input type="checkbox"/> Organization chart with names and titles and brief function statement | <input type="checkbox"/> Latest Board minutes appointing officers |
| <input type="checkbox"/> Additional documentation | |

Check appropriate category – A, B, or C and attach the appropriate documentation as evidence of status:

Warning: *Title 18, Section 1001 of the U. S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government.*

A. For business claiming status as a Section 3 resident-owned enterprise check here: ☐

Owner's Name, Title, and Address	Ownership %	Housing Authority Resident	Section 3 Resident of City of Greeley
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>

And provide the following:

- | | |
|--|---|
| <input type="checkbox"/> Copy of resident lease | <input type="checkbox"/> Copy of receipt of public assistance |
| <input type="checkbox"/> Copy of evidence of participation in a public assistance program | <input type="checkbox"/> Other evidence |
| <input type="checkbox"/> Provide Section 3 Resident certification for each qualifying resident | |

B. For business claiming Section 3 status by subcontracting 25 percent of the dollar awarded to qualified Section 3 business, check here: ☐

And provide the following information (add additional pages, if necessary):

Project Name	Project Address	Total Contract
Section 3 Subcontractor	Contract Amount	Project Percentage

☐ Provide Section 3 Business certification for each qualifying subcontractor.

- C. For business claiming Section 3 status, claiming at least 30 percent of their workforce are currently Section 3 residents or were Section 3 eligible residents within 3 years of date of first employment with the business, check here: ☐

And provide the following information for all current employees, noting if they meet Section 3 qualifications:

Employee	Position	FTE/PTE	Greeley Housing Authority Resident	Section 3 Resident of City of Greeley
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>

And provide the following for any employee for which Section 3 status is claimed:

- ☐ PHA/IHA Residential lease less than 3 years from day of employment ☐ Other evidence of Section 3 status less than 3 years from date of employment
- ☐ Provide Section 3 Resident certification for each qualifying resident

- D. Evidence of ability to perform successfully under the terms and conditions of the proposed contract:

- ☐ Current financial statement
- ☐ Statement of ability to comply with public policy
- ☐ List of owned equipment
- ☐ List of all contracts for the past two years

I certify that to the best of my knowledge the above statements and the documentation provided are true.

Printed Name: _____

Signature: _____

Title: _____

Date: _____

Acceptance for the City of Greeley

Signature: _____

Title: _____

Dept./Division: _____

Date: _____

CERTIFICATION FOR SECTION 3 RESIDENT

- USE:** 1. **Business concerns** certifying the entity is a Section 3 business must have all employees complete this form and provide the noted documentation.
2. **New hires or new trainees** – To certify a new hire is a Section 3 resident, this form must be completed by the new hire with documentation noted provided.

This form and the documentation must be retained by the business concern for a period of five years following the end of the contract. Submit this form only to GURA, unless requested to provide all documentation.

A Section 3 resident seeking employment and/or training as provided for under Section 3 shall certify and submit evidence to the recipient (GURA), contractor, or subcontractor, as requested, that the person is a Section 3 resident. Please note below how you believe you're eligible for Section 3 preference and provide a photo ID and proof of current residency. Incomes are based on the entire household's income, not just the person being hired.

- ☐ I am a resident of public housing ☐ Based on the chart below, I am a low-income resident of Greeley

Greeley, CO MSA – FY 2013 Income Limits – Median Income \$66,300								
Household size	1	2	3	4	5	6	7	8
Household gross income	37,150	42,450	47,750	53,050	57,300	61,550	65,800	70,050

- ☐ I reside in the project neighborhood (Business concerns may or may not provide a preference)

Certification for Resident Seeking Section 3 Status for Employment and Training

I, _____, am a legal resident of the City of Greeley, Colorado and the United States of America and meet the income eligibility guidelines for a low- or very-low-income person as published above.

My permanent address is: _____

I have attached the following documentation as evidence of my status:

- ☐ Copy of Greeley Housing Authority lease ☐ Copy of receipt of public assistance
☐ Copy of Evidence of participation in a public assistance program ☐ Other evidence (name on line below) _____

- ☐ I do not qualify as a Section 3 resident (complete signature/date lines below)
☐ I decline to release the required information and make no statement as to section 3 resident qualification (complete signature/date lines below)

Signature

Printed Name

Date

Accepted on behalf of the

☐ City of Greeley

☐ General Contractor

☐ Subcontractor

Signature and Title

Department

Printed Name

Date

**SECTION 3 CLAUSE
AND
SAMPLE ADS**

SECTION 3 CONTRACT CLAUSE

(To be included in all bid documents and contracts)

All Section 3 covered contracts shall include the following clause (referred to as the Section 3 clause):

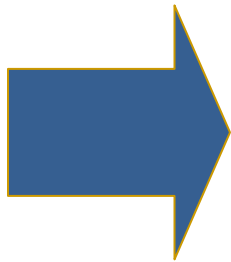
- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin. (Note: GURA understands that posting on a job site may not always be practicable. The expectation for the City of Greeley is that job site posting be done whenever feasible, and if not feasible, the posting shall be at the contractor's or subcontractor's local office.)
- D. The contractor agrees to include this Section 3 clause in every sub-contract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontractor in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not sub-contract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- F. Non-compliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.
- G. (This section pertains to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) and is not applicable in the City of Greeley.)



Invitation to Bid/Possible Employment Opportunity

The City of Greeley (OR INSERT CONTRACTOR NAME) will be accepting bids through _____ for an infrastructure project/activity (OR INSERT OTHER PROJECT/ACTIVITY TYPE) funded in part with Community Development Block Grant funding. Certified Section 3 business concerns are strongly encouraged to certify as a Section 3 business concern and submit a bid (although the City does not give a preference to a Section 3 business concern).

To certify as a Section 3 business concern, one or more of the following must apply:

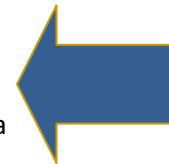


- Business is a Section 3 resident-owned business (51% of ownership must qualify and be certified as a Section 3 resident. A Section 3 resident either resides in public housing or has a household income of 80% or less than the Area Median Income).
- Business will subcontract 25% of the funds awarded to a qualified Section 3 Business(es).
- Certify that 30% of the business's work force is currently Section 3 residents or were Section 3 eligible residents within three years of the date of first employment.

Business concerns meeting one of the above qualifications may also certify as a Section 3 business for purposes of subcontracting. Minority and Women Owned Businesses are also encouraged to submit a bid.

Employment opportunities at the project site may also be available to City of Greeley residents who qualify as a Section 3 resident. To certify as a Section 3 resident, one or more of the following must apply:

- Public housing resident
- Household has gross income of 80% or less of the Area Median Income
- Additional preference may be given to a resident of the project service area



Information on how to certify as a business concern to submit a bid, a business interested in subcontracting, or a City of Greeley resident wanting to certify as a Section 3 resident and other Section 3 information is available by contacting the Greeley Urban Renewal Authority – 970.350.9380.

Questions on the Invitation to Bid should be directed to the Greeley Urban Renewal Authority – 970-350-9380 or (INSERT CITY DEPARTMENT OR CONTRACTOR NAME AND CONTACT INFORMATION).

This posting does not guarantee employment opportunities will be available, and certification as a Section 3 resident or business concern is not a guarantee of work.



"General Decision Number: CO20190014 05/10/2019

Superseded General Decision Number: CO20180024

State: Colorado

Construction Type: Highway

Counties: Larimer, Mesa and Weld Counties in Colorado.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR

5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/04/2019
1	05/10/2019

* ENGI0009-012 05/01/2018

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
(3)- Drill Rig Caisson (smaller than Watson 2500 and similar).....	\$ 28.25	10.70
(4)-Oiler Weld County.....	\$ 27.49	10.70
(5)-Drill Rig Caisson (Watson 2500 similar or larger).....	\$ 28.57	10.70

SUCO2011-009 09/15/2011		

	Rates	Fringes
CARPENTER		
Excludes Form Work.....	\$ 20.72	5.34
Form Work Only		
Larimer, Mesa.....	\$ 18.79	3.67
Weld.....	\$ 16.54	3.90
CEMENT MASON/CONCRETE FINISHER		
Larimer.....	\$ 16.05	3.00
Mesa.....	\$ 17.53	3.00
Weld.....	\$ 17.48	3.00

ELECTRICIAN

Excludes Traffic

Signalization

Weld.....\$ 33.45 7.58

Traffic Signaliztion

Weld.....\$ 25.84 6.66

FENCE ERECTOR

Weld.....\$ 17.46 3.47

GUARDRAIL INSTALLER

Larmer, Weld.....\$ 12.89 3.39

HIGHWAY/PARKING LOT

STRIPING:Painter

Larimer.....\$ 14.79 3.98

Mesa.....\$ 14.75 3.21

Weld.....\$ 14.66 3.21

IRONWORKER, REINFORCING

(Excludes Guardrail

Installation)

Larimer, Weld.....\$ 16.69 5.45

IRONWORKER, STRUCTURAL

(Excludes Guardrail

Installation)

Larimer, Weld.....\$ 18.22 6.01

LABORER

Asphalt Raker

Larimer.....\$ 18.66 4.66

Weld.....\$ 16.72 4.25

Asphalt Shoveler.....\$ 21.21 4.25

Asphalt Spreader.....\$ 18.58 4.65

Common or General.....\$ 16.29 4.25

Concrete Saw (Hand Held)....\$ 16.29	6.14
Landscape and Irrigation....\$ 12.26	3.16
Mason Tender-	
Cement/Concrete.....\$ 16.29	4.25
Pipelayer	
Larimer.....\$ 17.27	3.83
Mesa, Weld.....\$ 16.23	3.36
Traffic Control (Flagger)...\$ 9.55	3.05
Traffic Control (Sets	
Up/Moves Barrels, Cones,	
Install Signs, Arrow	
Boards and Place	
Stationary Flags) (Excludes	
Flaggers)	
Larimer, Weld.....\$ 12.43	3.22
PAINTER (Spray Only).....\$ 16.99	2.87
POWER EQUIPMENT OPERATOR:	
Asphalt Laydown	
Larimer.....\$ 26.75	5.39
Mesa,Weld.....\$ 23.93	7.72
Asphalt Paver.....\$ 21.50	3.50
Asphalt Roller	
Larimer.....\$ 23.57	3.50
Mesa.....\$ 24.25	3.50
Weld.....\$ 27.23	3.50
Asphalt Spreader	
Larimer.....\$ 25.88	6.80
Mesa, Weld.....\$ 23.66	7.36
Backhoe/Trackhoe	
Larimer.....\$ 21.46	4.85
Mesa.....\$ 19.81	6.34
Weld.....\$ 20.98	6.33
Bobcat/Skid Loader	
Larimer.....\$ 17.13	4.46
Mesa, Weld.....\$ 15.37	4.28

Boom.....	\$ 22.67	8.72
Broom/Sweeper		
Larimer.....	\$ 23.55	6.20
Mesa.....	\$ 23.38	6.58
Weld.....	\$ 23.23	6.89
Bulldozer		
Larimer, Weld.....	\$ 22.05	6.23
Mesa.....	\$ 22.67	8.72
Crane.....	\$ 26.75	6.16
Drill		
Larimer, Weld.....	\$ 31.39	0.00
Mesa.....	\$ 35.06	0.00
Forklift.....	\$ 15.91	4.68
Grader/Blade		
Larimer.....	\$ 24.82	5.75
Mesa.....	\$ 23.42	9.22
Weld.....	\$ 24.53	6.15
Guardrail/Post Driver.....	\$ 16.07	4.41
Loader (Front End)		
Larimer.....	\$ 20.45	3.50
Mesa.....	\$ 22.44	9.22
Weld.....	\$ 23.92	6.67
Mechanic		
Larimer.....	\$ 27.68	4.57
Mesa.....	\$ 25.50	5.38
Weld.....	\$ 24.67	5.68
Oiler		
Larimer.....	\$ 24.16	8.35
Mesa.....	\$ 23.93	9.22
Roller/Compactor (Dirt and Grade Compaction)		
Mesa, Weld.....	\$ 21.33	6.99
Roller/Compactor (Dirt and Grade Compaction		
Larimer.....	\$ 23.67	8.22
Rotomill		
Larimer.....	\$ 18.59	4.41

Weld.....	\$ 16.22	4.41
Scraper		
Larimer.....	\$ 21.33	3.50
Mesa.....	\$ 24.06	4.13
Weld.....	\$ 30.14	1.40
Screed		
Larimer.....	\$ 27.20	5.52
Mesa.....	\$ 27.24	5.04
Weld.....	\$ 27.95	3.50
Tractor.....	\$ 13.13	2.95

TRAFFIC SIGNALIZATION:

Groundsman

Larimer.....	\$ 11.44	2.84
Mesa.....	\$ 16.00	5.85
Weld.....	\$ 16.93	3.58

TRUCK DRIVER

Distributor

Larimer.....	\$ 19.28	4.89
Mesa.....	\$ 19.17	4.84
Weld.....	\$ 20.61	5.27

Dump Truck

Larimer.....	\$ 18.86	3.50
Mesa.....	\$ 15.27	4.28
Weld.....	\$ 15.27	5.27

Lowboy Truck

Larimer.....	\$ 18.96	5.30
Mesa,Weld.....	\$ 18.84	5.17
Mechanic.....	\$ 26.48	3.50

Multi-Purpose Specialty &

Hoisting Truck

Larimer, Mesa.....	\$ 16.65	5.46
Weld.....	\$ 16.87	5.56
Pickup and Pilot Car.....	\$ 13.93	3.68
Semi/Trailer Truck.....	\$ 18.39	4.13
Truck Mounted Attenuator....	\$ 12.43	3.22

Water Truck		
Larimer.....	\$ 19.14	4.99
Mesa.....	\$ 15.96	5.27
Weld.....	\$ 19.28	5.04

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all

rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can

be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the

interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

Federal Labor Standards Provisions

U.S. Department of Housing
and Urban Development
Office of Labor Relations

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance:

A. 1. (i) **Minimum Wages.** All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv), also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein. Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conforming under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract in the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract. HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/eisawhd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. **Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. **Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. **Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) **Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part "Whoever, for the purpose of influencing in any way the action of such Administration, makes, utters or publishes any statement knowing the same to be false, shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. **Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. **Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 95) 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

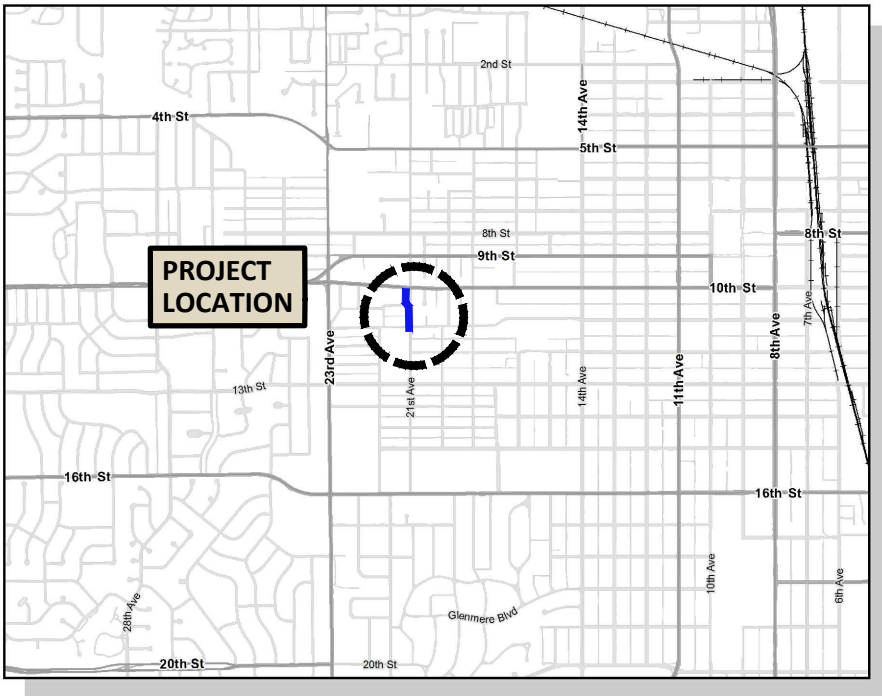
MAPLEWOOD STORM DRAIN IMPROVEMENT

21st Avenue - 10th to 11th Street

SUMMER 2019

LEGEND

	EXISTING STORM DRAIN MANHOLE
	EXISTING STORM INLET
	EXISTING SPRINKLER HEAD
	EXISTING WATER VALVE
	EXISTING WATER MANHOLE OR METER PIT
	EXISTING FIRE HYDRANT
	EXISTING SANITARY SEWER MANHOLE
	EXISTING STORM DRAIN LINE
	EXISTING WATER LINE
	EXISTING SANITARY SEWER LINE
	EXISTING UTILITY LINE (G=GAS, UE=ELECTRIC T=TELEPHONE & FO=FIBER OPTIC)
	EXISTING POWER POLE
	EXISTING LIGHT POLE
	EXISTING SIGN
	EXISTING FENCE
	EXISTING RIGHT-OF-WAY
	PROPERTY LINE
	EXISTING EASEMENT
	SAW-CUT EXISTING ASPHALT
	LIMIT OF CONSTRUCTION AREA
	TYPE 3 COMBINATION INLET
	REINFORCED CONCRETE STORM DRAIN PIPE
	12" PVC AND FITTINGS
	PROPOSED PAVEMENT
	PROPOSED SIDEWALK, CURB AND GUTTER



VICINITY MAP
N.T.S.

City of Greeley
Department of Public Works
Stormwater Management Division



CALL 2-BUSINESS DAYS IN ADVANCE BEFORE YOU
DIG, GRADE, OR EXCAVATE FOR MARKING OF
UNDERGROUND MEMBER UTILITIES.

BID SET

SHEET INDEX

NAME	
1	TITLE, SHEET INDEX, LEGEND & VICINITY MAP
2	PROJECT NOTES, CONTACTS & QUANTITIES
3	PROJECT LAYOUT & SURVEY CONTROL
4	DEMOLITION PLAN
5	STORM PLAN AND PROFILE - STA 2+00 TO 4+50
6	STORM PLAN AND PROFILE - STA 4+50 TO 6+98
7	STORM PLAN AND PROFILE - LATERALS
8	STANDARD DETAILS
9	FOREBAY DETAILS
10	EROSION AND SEDIMENT CONTROL PLANS
11	EROSION AND SEDIMENT CONTROL DETAILS

REVISIONS:		BY:	DATE:	DESIGNED BY: ATF		STORMWATER MANAGEMENT DIVISION Department of Public Works 1001 NINTH AVENUE GREELEY, COLORADO 80631 PH: 970-336-4074 FAX: 970-336-4019 greeleygov.com/stormwater	MAPLEWOOD STORM DRAIN IMPROVEMENT		DATE: 6/2019
							21st AVENUE – 10th to 11th STREET		SHEETS
							TITLE, SHEET INDEX, LEGEND, & VICINITY MAP		11
									1
									SHEET
<small>FILE: 0195000</small>									

PROJECT GENERAL NOTES

- THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL REQUIRED PERMITS PRIOR TO COMMENCEMENT OF ANY WORK ON THE PROJECT. A PERMIT FROM PUBLIC WORKS IS REQUIRED FOR ALL CONSTRUCTION IN PUBLIC RIGHT-OF-WAY OR EASEMENTS. FEES WILL BE WAIVED.
- THE CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL PLAN WITH THE PUBLIC WORKS PERMIT APPLICATION AND PROVIDE ALL TRAFFIC CONTROL LIGHTS, SIGNS, BARRICADES, FLAG PERSONS, OR OTHER DEVICES NECESSARY TO PROVIDE FOR PUBLIC SAFETY IN ACCORDANCE WITH THE CURRENT MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, AND THE GREELEY SUPPLEMENT TO THE MANUAL ON UNIFORM TRAFFIC CONTROL.
- THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY OF ANY FIELD CONDITION NOT CONSISTENT WITH THE CONTRACT DRAWINGS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL WORK CONSTRUCTED BY THEM UNTIL IT IS ACCEPTED BY THE CITY FOR CONTINUOUS OPERATION AND MAINTENANCE.
- ALL MATERIAL, EQUIPMENT, AND INSTALLATION SHALL BE IN ACCORDANCE WITH THE CITY OF GREELEY DESIGN CRITERIA AND CONSTRUCTION SPECIFICATIONS, CURRENT EDITION. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION BY THE CITY OF GREELEY. THE OWNERS RESERVE THE RIGHT TO ACCEPT OR REJECT ANY SUCH MATERIALS AND WORKMANSHIP THAT DOES NOT CONFORM TO THEIR STANDARDS AND SPECIFICATIONS.
- THE CONTRACTOR SHALL NOTIFY THE CITY OF GREELEY A MINIMUM OF 48 HRS PRIOR TO BEGINNING CONSTRUCTION.
- THE CONTRACTOR SHALL NOTIFY THE CITY OF GREELEY CONSTRUCTION INSPECTION (970-350-9544) AT LEAST 24 HOURS PRIOR TO DESIRED INSPECTION.
- THE CONTRACTOR SHALL RESTRICT WORKING HOURS TO BETWEEN 7:00 AM AND 5:00 PM ON NORMAL CITY OF GREELEY BUSINESS DAYS UNLESS PRIOR APPROVAL HAS BEEN OBTAINED FROM THE CITY.
- THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE CONDITIONS AT AND ADJACENT TO THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, DURING THE PERFORMANCE OF THE WORK. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND SHALL NOT BE LIMITED TO NORMAL WORKING HOURS. THE DUTY OF THE CITY TO CONDUCT CONSTRUCTION REVIEW OF THE CONTRACTOR'S PERFORMANCE IS NOT INTENDED TO INCLUDE REVIEW OF THE ADEQUACY OF THE CONTRACTOR'S SAFETY MEASURES IN, ON, OR NEAR THE CONSTRUCTION SITE.
- UNLESS OTHERWISE NOTED, THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING ALL DISTURBED SURFACES AND RELATED STRUCTURES, INCLUDING BUT NOT LIMITED TO: DRIVEWAYS, CURBS, GUTTERS, WALKS, FENCES, AND BITUMINOUS PAVEMENTS TO THEIR ORIGINAL CONDITION OR BETTER. THE CITY OF GREELEY AND THE CONTRACTOR SHALL TOGETHER COORDINATE THE DOCUMENTATION OF EXISTING GRADES, CONDITIONS, AND OTHER INFORMATION PRIOR TO ALL CONSTRUCTION ACTIVITIES.
- THE CONTRACTOR SHALL PROTECT FROM DAMAGE BY EQUIPMENT OR CONTRACTOR ALL EXISTING CURB, GUTTER, SIDEWALK, AND ASPHALT PAVEMENT NOT REQUIRED TO BE REMOVED AND REPLACED FOR CONSTRUCTION. ALL CURB, GUTTER, SIDEWALK AND ASPHALT DAMAGED BY THE CONTRACTOR SHALL BE REMOVED AND REPLACED AT THE CONTRACTOR'S EXPENSE AND TO THE SATISFACTION OF THE CITY.
- THE CONTRACTOR SHALL BE RESPONSIBLE TO IMMEDIATELY CLEAN UP ANY TRASH OR MUD ON THE SITE OR ADJACENT STREETS AS A RESULT OF CONSTRUCTION.
- CONTRACTOR MAY UTILIZE 21st AVENUE AS STAGING AREA FOR EQUIPMENT AND MATERIALS WITH COORDINATION WITH THE CITY PROJECT MANAGER.
- ALL MATERIAL REMOVED SHALL BECOME PROPERTY OF THE CONTRACTOR UNLESS OTHERWISE INDICATED IN THE PLANS AND PROJECT SPECIFICATIONS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN A DISPOSAL SITE FOR THE UNUSABLE MATERIALS AS APPROVED BY THE OWNER.

CONTACTS

UTILITIES

UTILITY NAME	ADDRESS	CITY	STATE	ZIP	CONTACT	PHONE	ALT. PHONE	EMAIL
Atmos Energy (Gas)	1200 11th Avenue	Greeley	CO	80631	Jerry Adams	970-304-2085	970-304-2085	jerry.adams@atmosenergy.com
Century Link	2505 1st Avenue	Greeley	CO	80631	Carson Ortega	970-350-2941	970-518-7517	carson.ortega@centurylink.com
Comcast	1582 W 1st Street	Loveland	CO	80537	Bill Blair	720-490-3891	970-292-8606	Bill_Blair@cable.comcast.com
Xcel Energy (Electric)	1901 E Horsetooth Rd	Fort Collins	CO	80525	Pat Kreager	970-225-7840		pat.kreager@xcelenergy.com
Zayo (Fiber Optic)	1621 18th Street	Denver	CO	80202	James Black	719-216-8508		jamesr.black@zayo.com

CITY OF GREELEY

DIVISION	ADDRESS	CITY	STATE	ZIP	CONTACT	PHONE	ALT. PHONE	EMAIL	TITLE
Stormwater	1001 9th Avenue	Greeley	CO	80631	Andrew Fisher	970-350-9797	970-302-0461	andrew.fisher@greeleygov.com	Project Engineer
Sewer	1300 "A" Street	Greeley	CO	80631	Paul Tucker	970-350-9321	970-415-3151	paul.tucker@greeleygov.com	Water Distribution & Waste Water Collection Superintendant
Stormwater	1001 9th Avenue	Greeley	CO	80631	Martha Cruse	970-939-0552		martha.cruse@greeleygov.com	Environmental Technician
Traffic	1300 "A" Street	Greeley	CO	80631	Leory Baca	970-350-9882		leroy.baca@greeleygov.com	Traffic Operations Supervisor
Engineering	1001 9th Avenue	Greeley	CO	80631	Marvin Schneider	970-350-9542	970-985-0180	marvin.schneider@greeleygov.com	Senior Survey Technician
Forestry	2631 52nd Ave Ct	Greeley	CO	80634	Shiloh Hatcher	970-339-2436	970-371-3766	shiloh.hatcher@greeleygov.com	Forestry Manager
Parks	Island Grove	Greeley	CO	80631	Eric Bloomer	970-350-9394	970-371-3776	eric.bloomer@greeleygov.com	Parks Superintendent
Public Works Concrete	1001 9th Avenue	Greeley	CO	80631	Rick Dorsey	970-336-4081	970-534-0962	rick.dorsey@greeleygov.com	Project Manager, Concrete Maintenance Coordinator

UTILITY NOTES

- THE LOCATIONS OF ALL UTILITIES SHOWN ON THESE DRAWINGS ARE APPROXIMATE. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE EXISTENCE AND HORIZONTAL AND VERTICAL LOCATION OF ALL UNDERGROUND UTILITIES ALONG THE ROUTE OF WORK PRIOR TO COMMENCEMENT OF CONSTRUCTION AND TO COORDINATE CONSTRUCTION SCHEDULES WITH UTILITY OWNERS. THE CONTRACTOR SHALL COOPERATE WITH UTILITY COMPANIES THAT ARE RELOCATING THEIR FACILITIES, IF NECESSARY. CONTRACTOR SHALL PROTECT, IN PLACE, ALL REMAINING UTILITIES. NO ADDITIONAL PAYMENT WILL BE MADE FOR THE MINOR ADJUSTMENT OF STRUCTURES IN ORDER TO CLEAR A CONFLICTING UTILITY. THE CONTRACTOR SHALL CONTACT THE UTILITY NOTIFICATION CENTER OF COLORADO (UNCC) AT 811 FOR UTILITY LOCATIONS AT LEAST THREE (3) WORKING DAYS PRIOR TO ANY EXCAVATION OR GRADING.
- THE CONTRACTOR SHALL FIELD VERIFY ALL UTILITIES AND COORDINATE WITH UTILITY OWNERS PRIOR TO STARTING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING UTILITIES DURING CONSTRUCTION AND SHALL HOLD THE OWNERS HARMLESS FOR DAMAGE ARISING FROM FAILURE TO ADEQUATELY PROTECT UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO SCHEDULE UTILITY ADJUSTMENTS TO ELIMINATE CONFLICT WITH PROGRESS OF WORK. APPLICABLE UTILITY CONTACTS ARE PROVIDED BELOW.
- THE CONTRACTOR SHALL POTHOLE ALL CONFLICTING UTILITIES PRIOR TO CONSTRUCTION. POTHOLES SHALL BE PAID FOR ON AN EACH BASIS.
- THE CONTRACTOR SHALL RECONSTRUCT ANY UTILITIES OR SERVICES DAMAGED BY THE EXECUTION OF WORK AT THE CONTRACTOR'S EXPENSE.
- IF CONSTRUCTION CONDITIONS ARE ENCOUNTERED WHICH COULD INDICATE A SITUATION THAT IS NOT IDENTIFIED IN THE PLANS OR SPECIFICATIONS, THE CONTRACTOR SHALL CONTACT THE CITY OF GREELEY IMMEDIATELY.

STORMWATER NOTES

- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACCEPTANCE AND CONTROL OF ALL FLOWS INCLUDING: STORMWATER FLOWS, IRRIGATION FLOWS, AND GROUNDWATER FLOWS IN AND ENTERING THE PROJECT SITE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE TO STRUCTURES AND LOSS OF TOP SOIL BY FLOWS UNTIL THE PROJECT IS ACCEPTED BY THE OWNERS. ALL WORK SHALL BE DONE IN A DRY CONDITION.

SURVEY NOTES

- CONSTRUCTION SURVEYING SHALL BE PROVIDED BY THE CONTRACTOR AND SHALL BE COMPLETED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
- NO SURV EY MONUMENTS ARE LOCATED WITHIN THE PROJECT LIMITS OF CONSTRUCTION. HOWEVER, THE CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF ALL SURVEY MONUMENTS IN THE IMMEDIATE VICINITY OF THE PROJECT. SHOULD THE CONTRACTOR BE REQUIRED DISTURB OR DESTROY ANY MONUMENT, THE CONTRACTOR SHALL NOTIFY THE CITY PROJECT MANAGER AND REPLACE THE MONUMENT IN A SUITABLE LOCATION PRIOR TO DISTURBANCE.
- THE CONTRACTOR SHALL ENGAGE THE SERVICES OF A PROFESSIONAL LICENSED SURVEYOR (PLS) PRIOR TO DISTURBING ANY MONUMENTS.
- VERTICAL AND HORIZONTAL CONTROL POINTS ARE BASED ON A LOCAL COORDINATE SYSTEM (SEE SHEET 3).
- STORM STRUCTURE STAKING POINTS ARE ON SHEET 8. CONCRETE FOREBAY POINTS ARE ON SHEET 9.

ASPHALT AND CONCRETE NOTES

- THE CONTRACTOR SHALL PROTECT ALL EXISTING ASPHALT PAVEMENT WHICH IS SHOWN AS TO REMAIN IN PLACE EXCEPT WHERE DIRECTED BY THE PROJECT MANAGER. THE CONTRACTOR IS TO REPLACE ASPHALT PAVEMENT THAT HAS BEEN DAMAGED DURING CONSTRUCTION AND NOT OTHERWISE SHOWN TO BE REMOVED WITH THE THICKNESS, GRADE, AND GYRATORY TYPE IDENTIFIED BY THE CITY'S PROJECT MANAGER AT THE CONTRACTOR'S EXPENSE. PRIOR TO REPAIRING ANY DAMAGED ASPHALT PAVEMENT, THE CONTRACTOR SHALL CONSULT WITH THE OWNER REGARDING THE METHOD OF REPAIR. MINOR DAMAGE MAY BE MILLED AND OVERLAYED AT THE CITY'S DISCRETION. MAJOR DAMAGE MAY REQUIRE REMOVAL AND REPLACEMENT OF ASPHALT PAVEMENT SECTION. OWNERS AND THEIR GEOTECHNICAL ENGINEER WILL DETERMINE THE FINAL APPROACH TO REPAIRING DAMAGED ASPHALT.
- CONCRETE AND ASPHALT PAVEMENTS SHALL BE SAWCUT TO A NEAT LINE PRIOR TO REMOVAL. SAW CUTTING WILL NOT BE MEASURED AND PAID FOR SEPARATELY BUT SHALL BE CONSIDERED INCIDENTAL TO REMOVAL OF STRUCTURES AND OBSTRUCTIONS OR OTHER RELATED BID ITEMS.
- ALL CONCRETE, GROUT OR CONTROLLED LOW STRENGTH MATERIAL (CSTM OR FLOW FILL) SHALL BE CLASS 2 SULFATE RESISTANT.
- PROPOSED CURB, GUTTER AND SIDEWALK SHALL BE PER CITY OF GREELEY DETAILS.
- CONTRACTOR SHALL ANTIPIcate TIME TO COORDINATE FINAL GRADES AND LAYOUT FOR FLATWORK WITH THE PROJECT MANAGER. THIS WORK SHALL BE CONSIDERED INCIDENTAL TO THE WORK AND NOT PAID FOR SEPARATELY.
- ASPHALT PATCHING SHALL BE PERFORMED BY THE CITY OF GREELEY ONCE SUBGRADE HAS BEEN COMPACTED AND PREPARED IN ACCORDANCE WITH CITY STANDARDS.
- CONCRETE CURB AND GUTTER AND SIDEWALK REPLACEMENT OUTSIDE OF LIMIT OF CONSTRUCTION IN THIS PLAN SET MAY BE INCLUDED AS SCOPE OF WORK IN A SEPARATE BID SCHEDULE AND SHALL BE PERFORMED AT THE DIRECTION OF THE PROJECT MANAGER.

CONSTRUCTION QUANTITIES

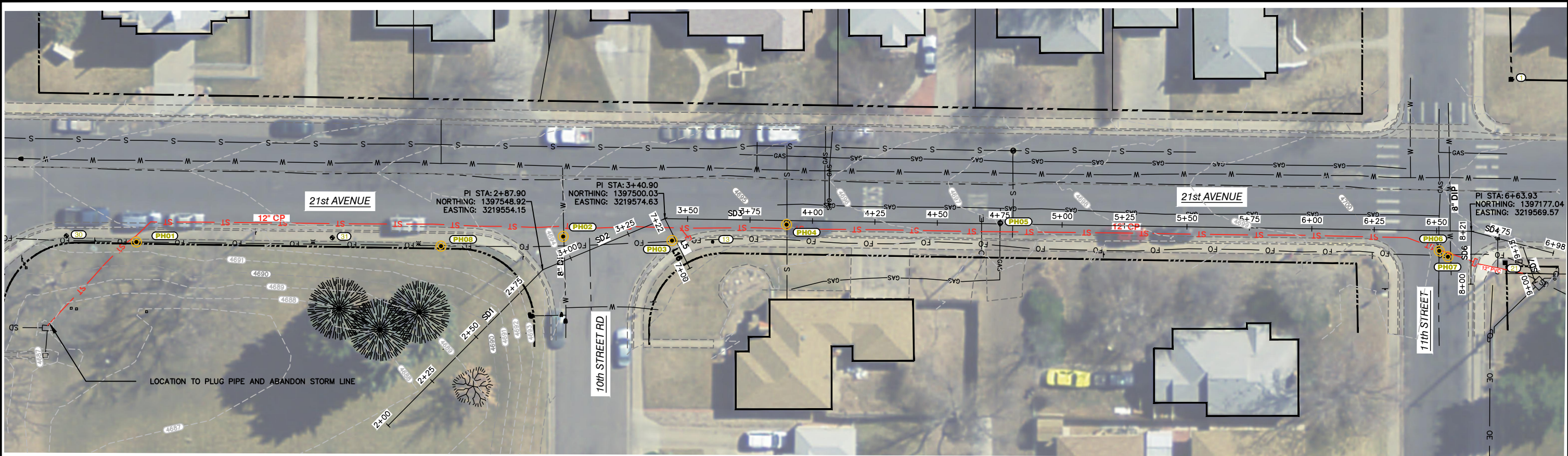
- CONSTRUCTION QUANTITIES FOR THE FULL PROJECT CAN BE FOUND IN THE CONTRACT DOCUMENTS AS SECTION 00130 BID SCHEDULE. PLANS HEREIN REFLECT STORM DRAIN IMPROVEMENTS ONLY AND DO NOT REFLECT FULL PROJECT QUANTITIES.

BID SET



CALL 2-BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR MARKING OF UNDERGROUND MEMBER UTILITIES.

REVISIONS:				DESIGNED BY:	<div>STORMWATER MANAGEMENT DIVISION Department of Public Works 1001 NINTH AVENUE GREELEY, COLORADO 80631 PH: 970-336-4074 FAX: 970-336-4019 greeleygov.com/stormwater</div>				<div>MAPLEWOOD STORM DRAIN IMPROVEMENT 21st AVENUE – 10th to 11th STREET PROJECT NOTES, CONTACTS AND CONSTRUCTION QUANTITIES</div>				DATE: 6/2019
BY:	DATE:			ATF									SHEETS
				DRAWN BY:									11
				ATF									2
				CHECKED BY:									
				-									
BUN: 413 00 585 0897 0000				PROJECT CODE: 19SW006				SHEET					



CONTROL POINT INFORMATION

Point Table				
Point #	Elevation	Northing	Easting	Description
1	4702.00	1397161.21	3219630.40	Rebar
13	4694.69	1397480.91	3219565.31	spike nail
21	4701.34	1397163.55	3219556.91	Rebar
30	4691.11	1397739.72	3219567.71	mag nl set
31	4692.47	1397633.22	3219566.98	mag nl set
32	4690.35	1397775.03	3219513.76	mag nl set

BENCHMARK INFORMATION

CITY OF GREELEY PROJECT BENCHMARK IS A RELATIVE LOCAL TEMPORARY MAG NAIL AT THE BACK OF WALK AT THE WEST POINT OF CURB RETURN ON THE SOUTHWEST CORNER OF 21ST AVENUE AND 10TH STREET.
POINT NO: 30
PROJECT ELEVATION = 4691.11
PROJECT NORTHING = 1397739.72
PROJECT EASTING = 3219567.71

HORIZONTAL CONTROL

Line Table: Alignments				
Line #	Length	Direction	Start Point	End Point
SD1	87.90	S45° 13' 41.54"E	(3219491.75,1397610.82)	(3219554.15,1397548.92)
SD2	53.01	S22° 43' 52.51"E	(3219554.15,1397548.92)	(3219574.63,1397500.03)
SD3	323.03	S0° 53' 54.08"W	(3219574.63,1397500.03)	(3219569.57,1397177.04)
SD4	33.95	S14° 59' 40.22"W	(3219569.57,1397177.04)	(3219560.79,1397144.25)
SD5	21.17	S89° 21' 00.46"E	(3219548.40,1397177.28)	(3219569.57,1397177.04)
SD6	15.32	N71° 08' 17.70"E	(3219549.00,1397151.48)	(3219563.51,1397156.43)
SD7	22.28	N63° 23' 16.03"E	(3219554.72,1397490.05)	(3219574.63,1397500.03)

LEGEND

- CONTROL POINT (MAG NAIL SET)
- UTILITY POTHOLE LOCATION
- SPIKE NAIL SET (TEMP BENCHMARK)
- FOUND PROPERTY CORNERS

BID SET

UTILITY POTHOLE INFORMATION

CONTRACTOR SHALL VERIFY LOCATION OF ALL UTILITIES									
POTHOLE NAME	DATE POTHOLED	UTILITY	UTILITY OWNER	NORTHING	EASTING	GROUND ELEVATION	DEPTH TO TOP OF UTILITY (in)	TOP OF UTILITY ELEVATION	BOTTOM OF UTILITY ELEVATION
PH01	9/5/2018	2" FIBER OPTIC	ZAYO GROUP	1397711.64	3219565.27	4691.48	38	4689.48	4689.31
PH02	9/5/2018	8" DUCTILE IRON WATER	CITY OF GREELEY	1397540.73	3219567.47	4694.31	59	4689.39	4688.73
PH03	9/5/2018	2" FIBER OPTIC	ZAYO GROUP	1397497.13	3219565.82	4694.17	57	4689.42	4688.59
PH04	9/5/2018	SEWER SERVICE	CITY OF GREELEY	1397451.28	3219572.21	4695.25	NOT FOUND	NF	NF
PH05	9/5/2018	2" PLASTIC GAS	ATMOS ENERGY	1397365.72	3219572.87	4697.12	42	4693.62	4693.46
PH06	9/5/2018	8" STEEL GAS	ATMOS ENERGY	1397189.90	3219561.68	4701.04	52	4696.70	4696.04
PH07	9/5/2018	2" FIBER OPTIC	ZAYO GROUP	1397186.45	3219559.35	4701.12	78	4694.62	4694.46
PH07	9/5/2018	8" DUCTILE IRON WATER	CITY OF GREELEY	1397186.45	3219559.35	4701.12	62	4695.96	4695.29
PH08	1/26/2019	2" FIBER OPTIC	ZAYO GROUP	1397589.67	3219563.59	4693.03	52	4688.70	4688.53

FOR STORM STRUCTURE STAKING POINTS, SEE SHEET 8.
FOR FOREBAY STAKING POINTS, SEE SHEET 9.

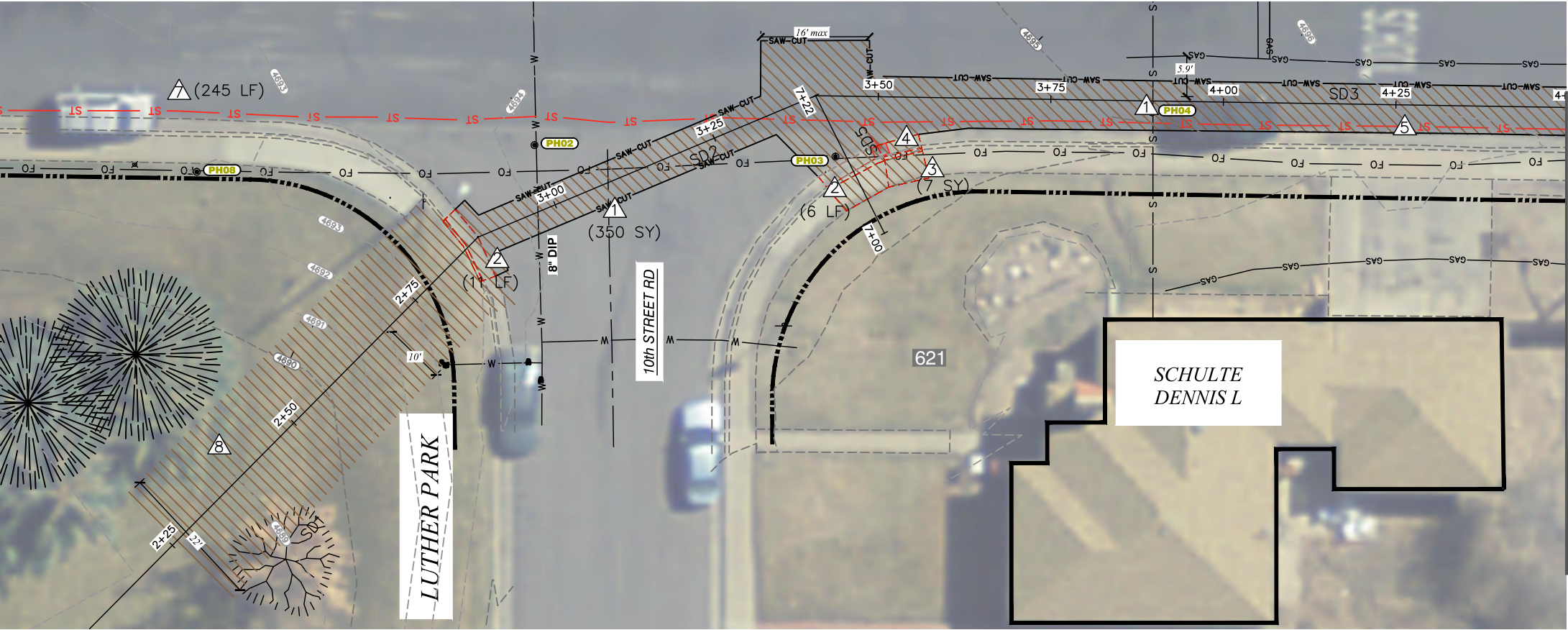


CALL 2-BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR MARKING OF UNDERGROUND MEMBER UTILITIES.

DEMO NOTES

- 1 REMOVE ALL ASPHALT WITHIN HATCHED AREA. SAWCUT TO NEAT LINE. TRENCH NOT TO EXCEED 6 FT WIDE.
- 2 REMOVE CURB AND GUTTER. ADDITIONAL CURB AND GUTTER REMOVAL SHALL BE SHOWN IN PLANS PREPARED BY OTHERS.
- 3 REMOVE CONCRETE FLATWORK. ADDITIONAL CURB AND GUTTER REMOVAL SHALL BE SHOWN IN PLANS PREPARED BY OTHERS.
- 4 REMOVE INLET.
- 5 REMOVE 340 LF CONCRETE STORM LINE OR CRUSH AND ABANDON IN PLACE.
- 6 REMOVE 12" PVC DRAIN LINE.
- 7 PLUG PIPE ENDS AND FLASHFILL STORM LINE.
- 8 REMOVE 1200 SF SOD.

PLUG 12" STORM PIPE ENTERING ENTERING OUTLET STRUCTURE IN LUTHER PARK NE CORNER FROM EAST. SEE SHEET 3 FOR AERIAL VIEW



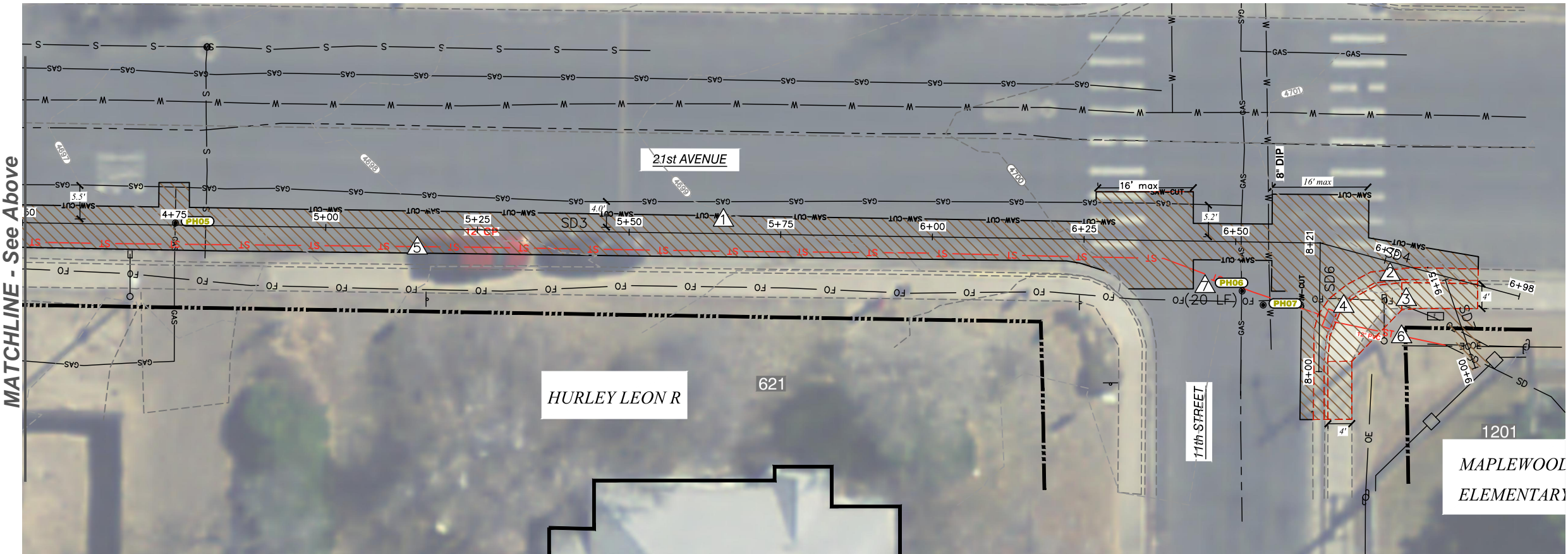
MATCHLINE - See Below



BID SET



CALL 2-BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR MARKING OF UNDERGROUND MEMBER UTILITIES.



MATCHLINE - See Above

REVISIONS:	BY:	DATE:

DESIGNED BY: ATF
DRAWN BY: ATF
CHECKED BY:



STORMWATER MANAGEMENT DIVISION
Department of Public Works
1001 NINTH AVENUE GREELEY, COLORADO 80631
PH: 970-336-4074 FAX: 970-336-4019
greeleygov.com/stormwater

MAPLEWOOD STORM DRAIN IMPROVEMENT
21st AVENUE – 10th to 11th STREET
DEMOLITION PLAN

BUN: 413 00 585 0897 0000 PROJECT CODE: 19SW006

DATE: 6/2019
SHEETS 11
4 SHEET

CONSTRUCTION NOTES

- ① TRENCH MAXIMUM 6 FT WIDE TO INSTALL 18" RCP. REMOVE 350 SY OF ASPHALT. BACKFILL AND COMPACT PER CITY OF GREELEY STREETS STANDARD S-30. ASPHALT PATCHING TO BE COMPLETED BY CITY OF GREELEY.
- ② CONCRETE SIDEWALK, RAMPS AND ADDITIONAL CURB AND GUTTER TO BE REPLACED PER PLANS PRODUCED BY OTHERS.
- ③ INSTALL CURB AND GUTTER TO TIE TO EXISTING.
- ④ INSTALL 4 FT DIAMETER MANHOLE, H<5 FT, STA 3+40.9. SEE DETAIL, SHEET 8. MANHOLES SHALL BE FINISHED MINIMUM 4" BELOW FINISHED GRADE SURFACE. MANHOLES WILL BE RAISED TO FINISHED GRADE AFTER PAVEMENT OVERLAY BY CITY OF GREELEY.
- ⑤ INSTALL TYPE 3 SINGLE COMBINATION INLET, H<5 FT. SEE DETAIL, SHEET 8, STA 2+88 AND STA 7+10.
- ⑥ PROTECT WATER LINE IN PLACE AND INSTALL FLOWFILL BETWEEN WATER LINE AND STORM.
- ⑦ INSTALL 18" RCP AS SHOWN.
- ⑧ INSTALL 18" F.E.S.
- ⑨ INSTALL CONCRETE FOREBAY. SEE SHEET 9 FOR DETAILS.

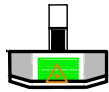
PLAN VIEW
N.T.S.

MANHOLE



MANHOLE STATION, NORTHING, EASTING AND RIM ELEVATION REPRESENTED BY CENTER OF STRUCTURE AT FINISHED GRADE.

TYPE 3

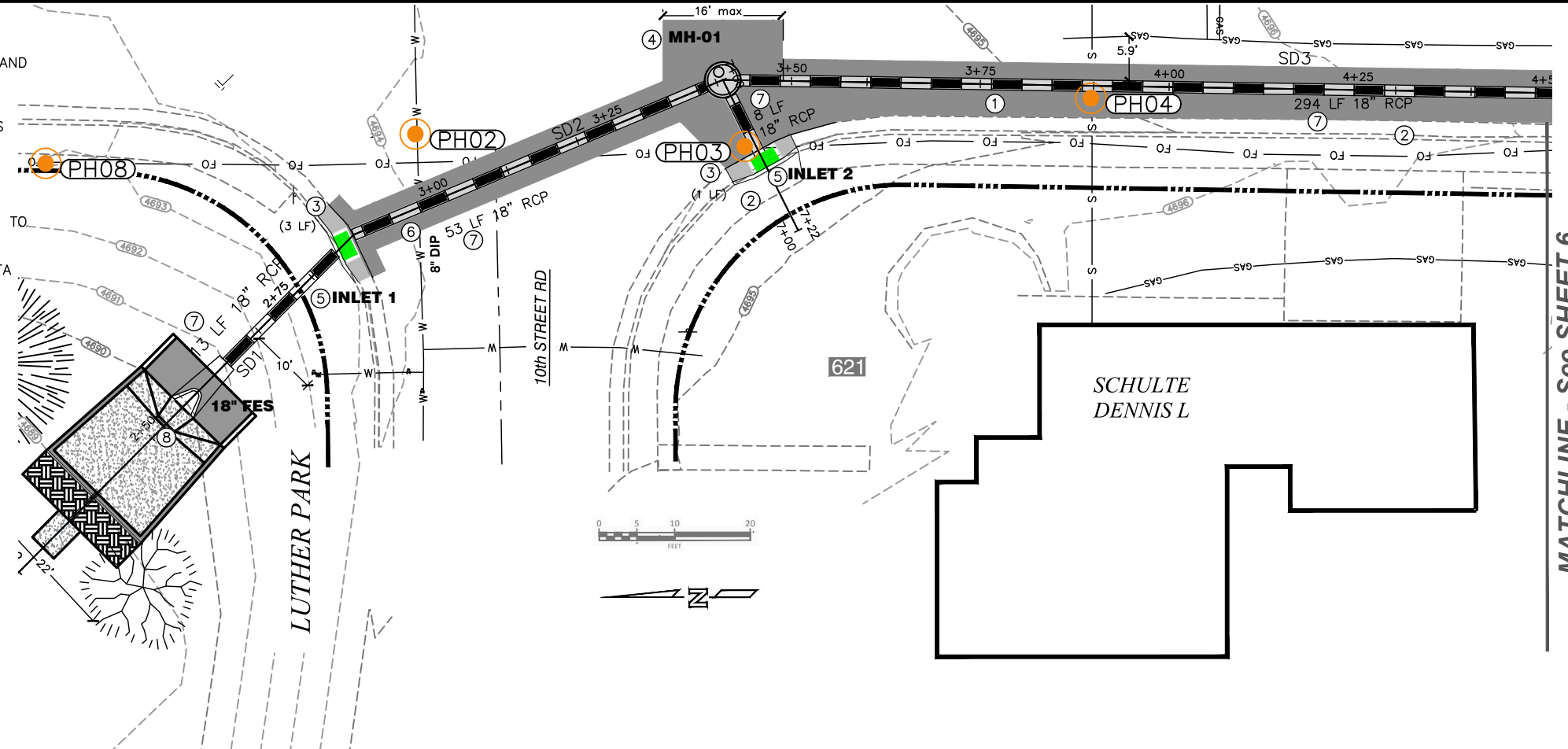


TYPE 3 INLET STATION, NORTHING, EASTING AND GRATE ELEVATION REPRESENTED BY NON-DEPRESSED FLOWLINE AT CENTER OF GRATE, THROAT SIDE.

F.E.S.



TYPE 3 INLET STATION, NORTHING, EASTING AND GRATE ELEVATION REPRESENTED BY NON-DEPRESSED FLOWLINE AT CENTER OF GRATE, THROAT SIDE.

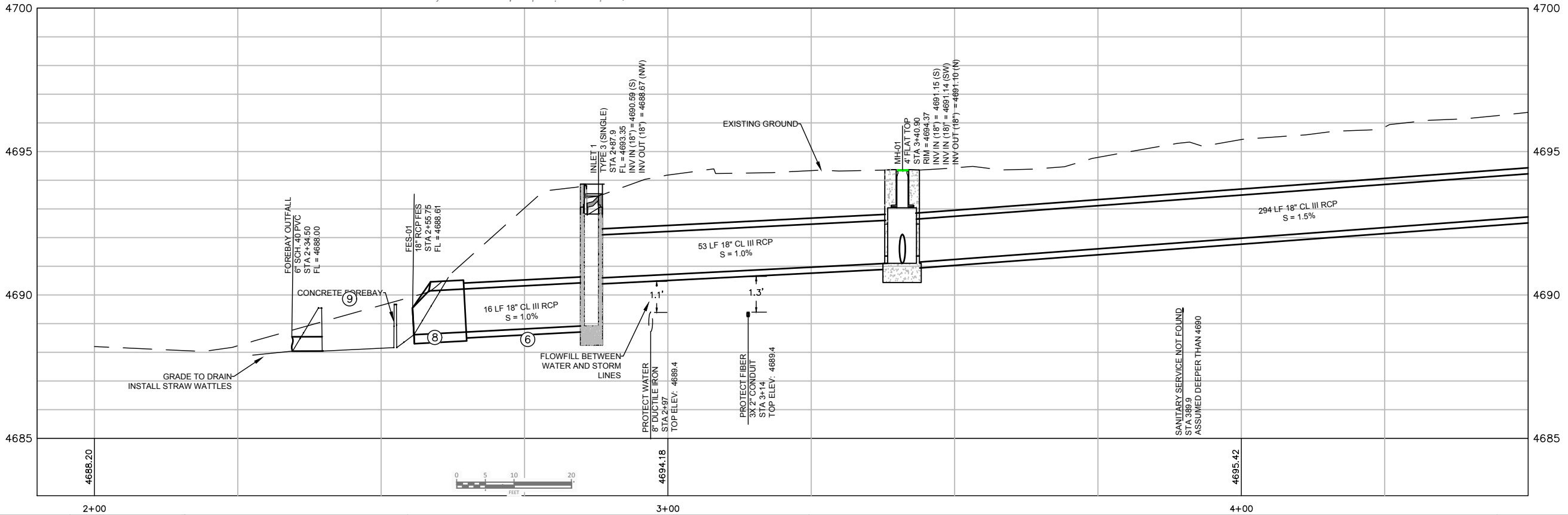


MATCHLINE - See SHEET 6

BID SET



CALL 2-BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR MARKING OF UNDERGROUND MEMBER UTILITIES.



REVISIONS:	BY:	DATE:

DESIGNED BY: ATF
DRAWN BY: ATF
CHECKED BY: -



STORMWATER MANAGEMENT DIVISION
Department of Public Works
1001 NINTH AVENUE GREELEY, COLORADO 80631
PH: 970-336-4074 FAX: 970-336-4019
greeleygov.com/stormwater

MAPLEWOOD STORM DRAIN IMPROVEMENT
21st AVENUE - 10th to 11th STREET
STORM MAIN PLAN AND PROFILE - 2+00 to 4+50

BUN: 413 00 585 0897 0000

PROJECT CODE: 19SW006

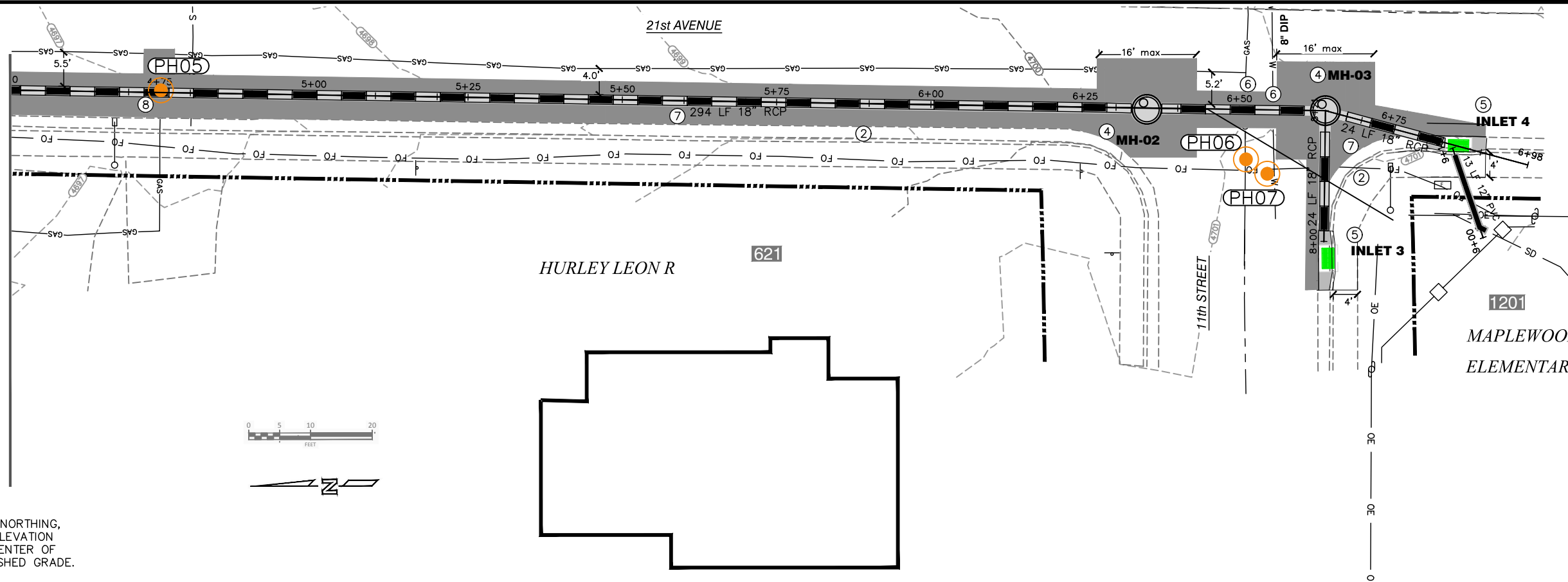
DATE:
6/2019
SHEETS
11
5
SHEET



CALL 2-BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR MARKING OF UNDERGROUND MEMBER UTILITIES.

BID SET

MATCHLINE - See SHEET 5



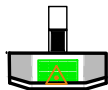
PLAN VIEW
N.T.S.

MANHOLE



MANHOLE STATION, NORTHING, EASTING AND RIM ELEVATION REPRESENTED BY CENTER OF STRUCTURE AT FINISHED GRADE.

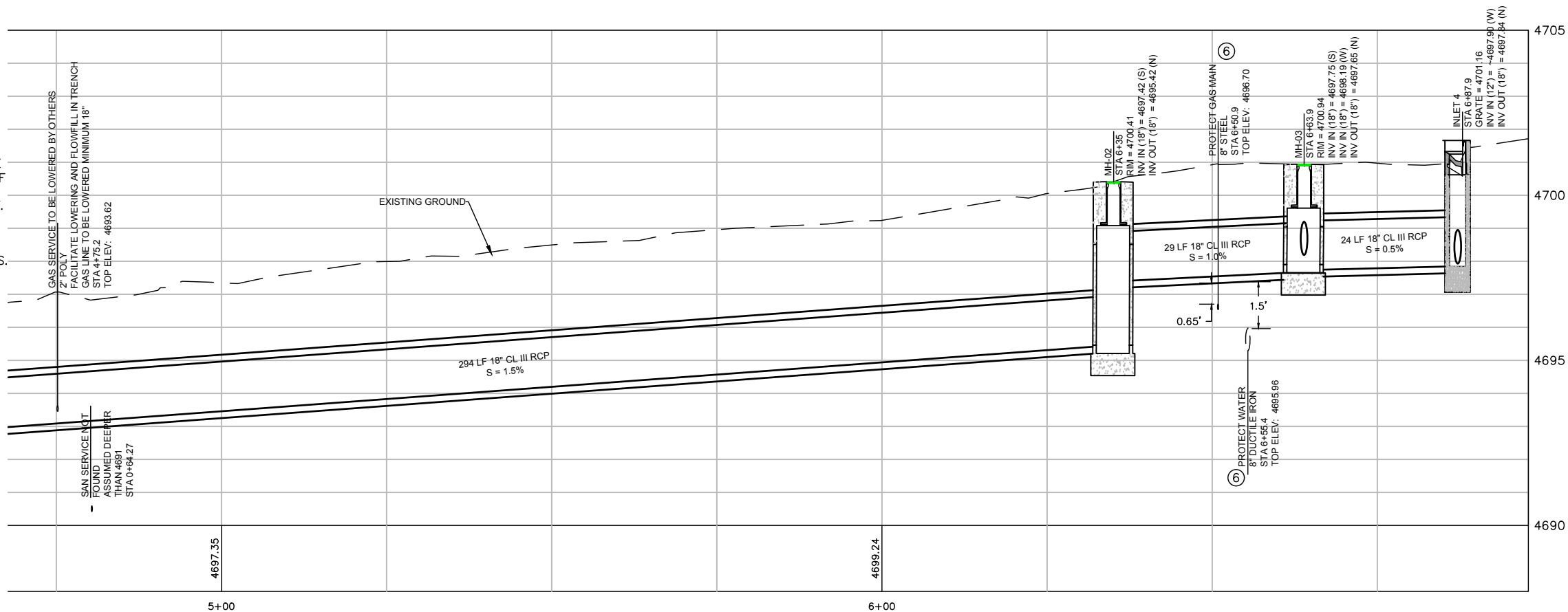
TYPE 3



TYPE 3 INLET STATION, NORTHING, EASTING AND GRATE ELEVATION REPRESENTED BY NON-DEPRESSED FLOWLINE AT CENTER OF GRATE, THROAT SIDE.

CONSTRUCTION NOTES

- TRENCH MAXIMUM 6 FT WIDE TO INSTALL 18" RCP. REMOVE 350 SY OF ASPHALT. BACKFILL AND COMPACT PER CITY OF GREELEY STREETS STANDARD S-30. ASPHALT PATCHING TO BE COMPLETED BY CITY OF GREELEY.
- CONCRETE SIDEWALK, RAMPS AND ADDITIONAL CURB AND GUTTER TO BE REPLACED PER PLANS PRODUCED BY OTHERS.
- INSTALL CURB AND GUTTER TO TIE TO EXISTING.
- INSTALL 4 FT DIAMETER MANHOLE, H<5 FT, STA 6+35 AND 6+64. SEE DETAIL, SHEET 8. MANHOLES SHALL BE FINISHED MINIMUM 4" BELOW FINISHED GRADE SURFACE. MANHOLES WILL BE RAISED TO FINISHED GRADE AFTER PAVEMENT OVERLAY BY CITY OF GREELEY.
- INSTALL TYPE 3 SINGLE COMBINATION INLET, H<5 FT. SEE DETAIL, SHEET 8, STA 6+87.9 AND STA 8+00.
- PROTECT WATER LINE IN PLACE AND GAS LINE IN PLACE..
- INSTALL 18" RCP AS SHOWN.
- EXCAVATE TO ALLOW ATMOS ENERGY TO LOWER GAS SERVICE. TRENCH 5 FT WIDE MAXIMUM AND 7 FT BEYOND CENTERLINE OF PROPOSED STORM CROSSING.



REVISIONS:	BY:	DATE:

DESIGNED BY:
ATF

DRAWN BY:
ATF

CHECKED BY:
-



STORMWATER MANAGEMENT DIVISION
Department of Public Works

1001 NINTH AVENUE GREELEY, COLORADO 80631
PH: 970-336-4074 FAX: 970-336-4019
greeleygov.com/stormwater

MAPLEWOOD STORM DRAIN IMPROVEMENT
21st AVENUE - 10th to 11th STREET
STORM MAIN PLAN AND PROFILE - STA 4+50 TO 6+98

BUN: 413 00 585 0897 0000

PROJECT CODE: 19SW006

DATE:
6/2019

SHEETS
11

6
SHEET

CONSTRUCTION NOTES

- 1 PROTECT FIBER OPTIC LINE IN PLACE
- 2 INSTALL 18" RCP AS SHOWN.
- 3 INSTALL 12" PVC AND 45 DEGREE ELBOW AS SHOWN TO EXISTING DRAIN.

STRUCTURES

STRUCTURE ID	TYPE	NORTHING	EASTING	STA	RIM/GRATE ELEV	INV ELEV	INV ELEV	INV ELEV
MH-01	4' Flat Top	1397500.03	3219574.63	3+40.9	4694.37	4691.15 (S)	4691.14 (SW)	4691.10 (N)
MH-02	4' Flat Top	1397205.97	3219569.79	6+35	4700.41	4697.42 (S)	4695.42 (N)	
MH-03	4' Flat Top	1397177.04	3219569.57	6+63.9	4700.94	4697.75 (S)	4697.65 (N)	4698.19 (W)
INLET 1	Combo 3	1397550.79	3219552.26	2+87.9	4693.35	4690.59 (S)	4689.45 (NW)	
INLET 2	Combo 3	1397493.99	3219563.23	7+10	4694.09	4691.21 (NE)		
INLET 3	Combo 3	1397175.67	3219545.67	8+00	4700.97	4698.35 (E)		
INLET 4	Combo 3	1397155.55	3219562.97	6+67.9 / 9+15.3	4701.16	4697.84 (N)	~4697.9 (W)	
FES-01	18" RCP FES	1397571.55	3219531.33	2+55.75	NA	4688.61 (NW)		

PLAN VIEW
N.T.S.

MANHOLE



MANHOLE STATION, NORTHING, EASTING AND RIM ELEVATION REPRESENTED BY CENTER OF STRUCTURE AT FINISHED GRADE.

TYPE 3 INLET



TYPE 3 INLET STATION, NORTHING, EASTING AND GRATE ELEVATION REPRESENTED BY NON-DEPRESSED FLOWLINE AT CENTER OF GRATE, THROAT SIDE.

F.E.S.



FLARED END SECTION NORTHING, EASTING AND FLOWLINE ELEVATION REPRESENTED BY CENTER OF FLOWLINE AT OUTLET.



CALL 2-BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR MARKING OF UNDERGROUND MEMBER UTILITIES.



STORMWATER MANAGEMENT DIVISION

Department of Public Works

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MAPLEWOOD STORM DRAIN IMPROVEMENT

21st AVENUE – 10th to 11th STREET
STORM PLAN AND PROFILE – LATERALS

BUN: 413 00 585 0897 0000

PROJECT CODE: 19SW006

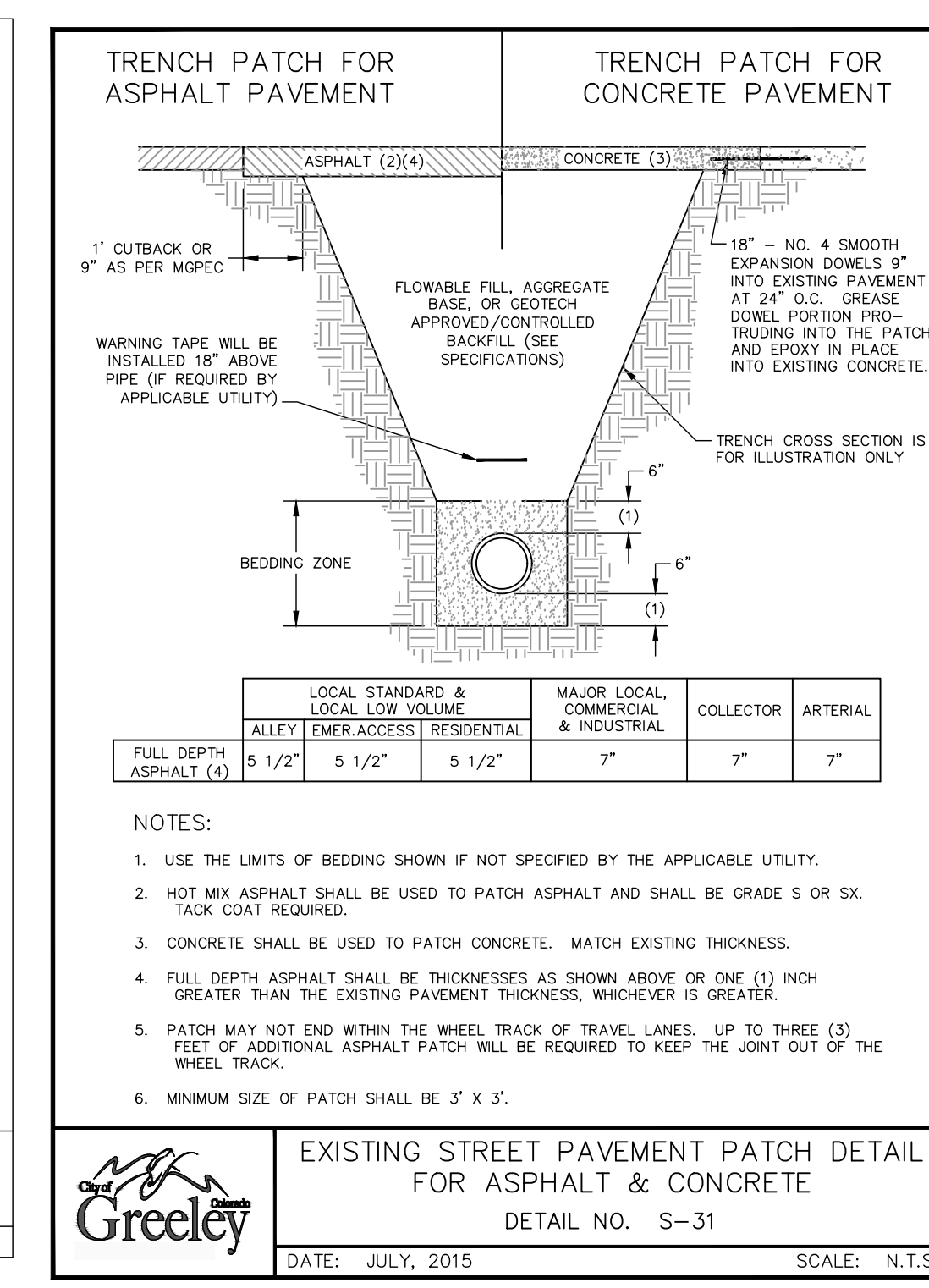
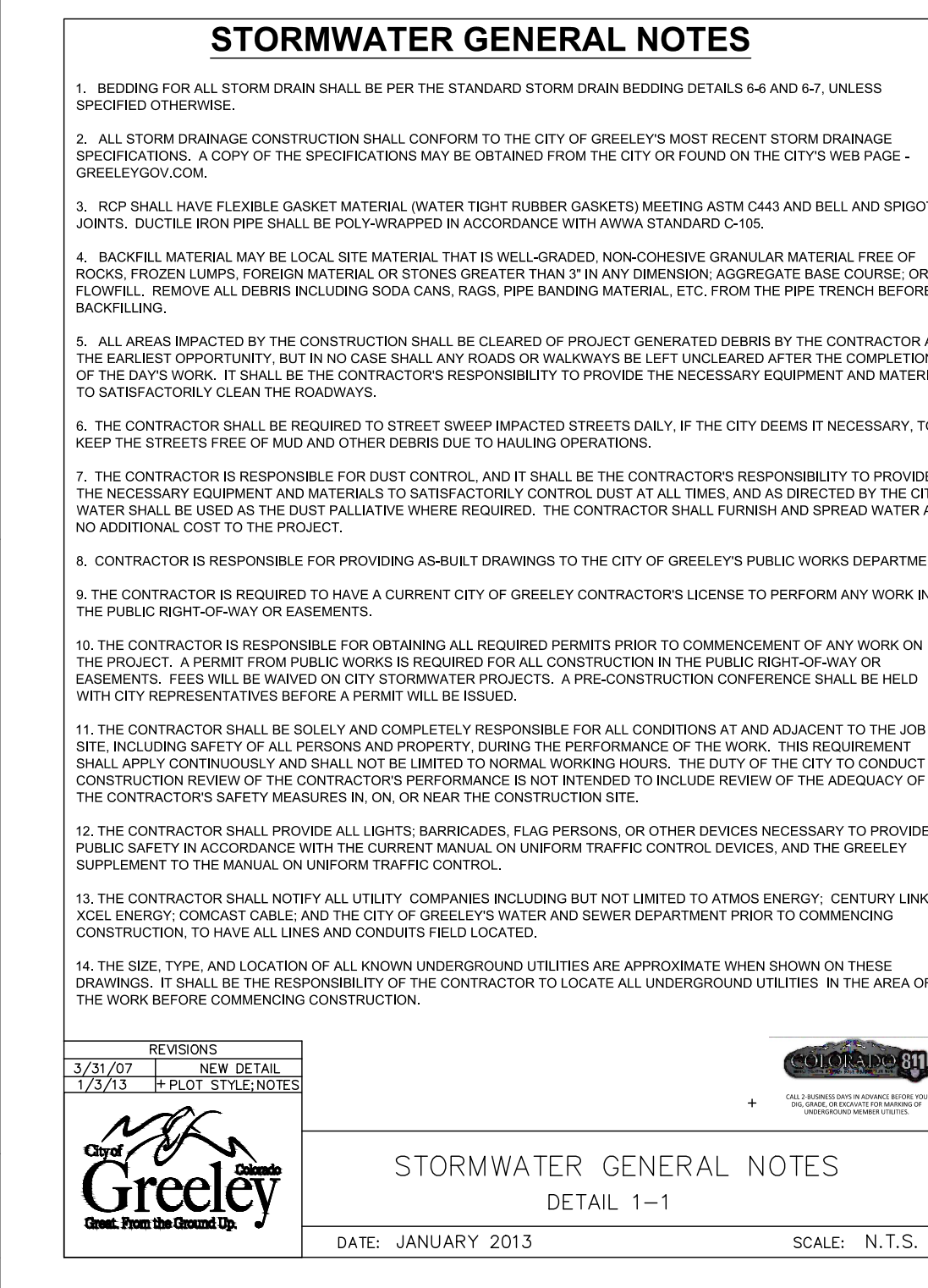
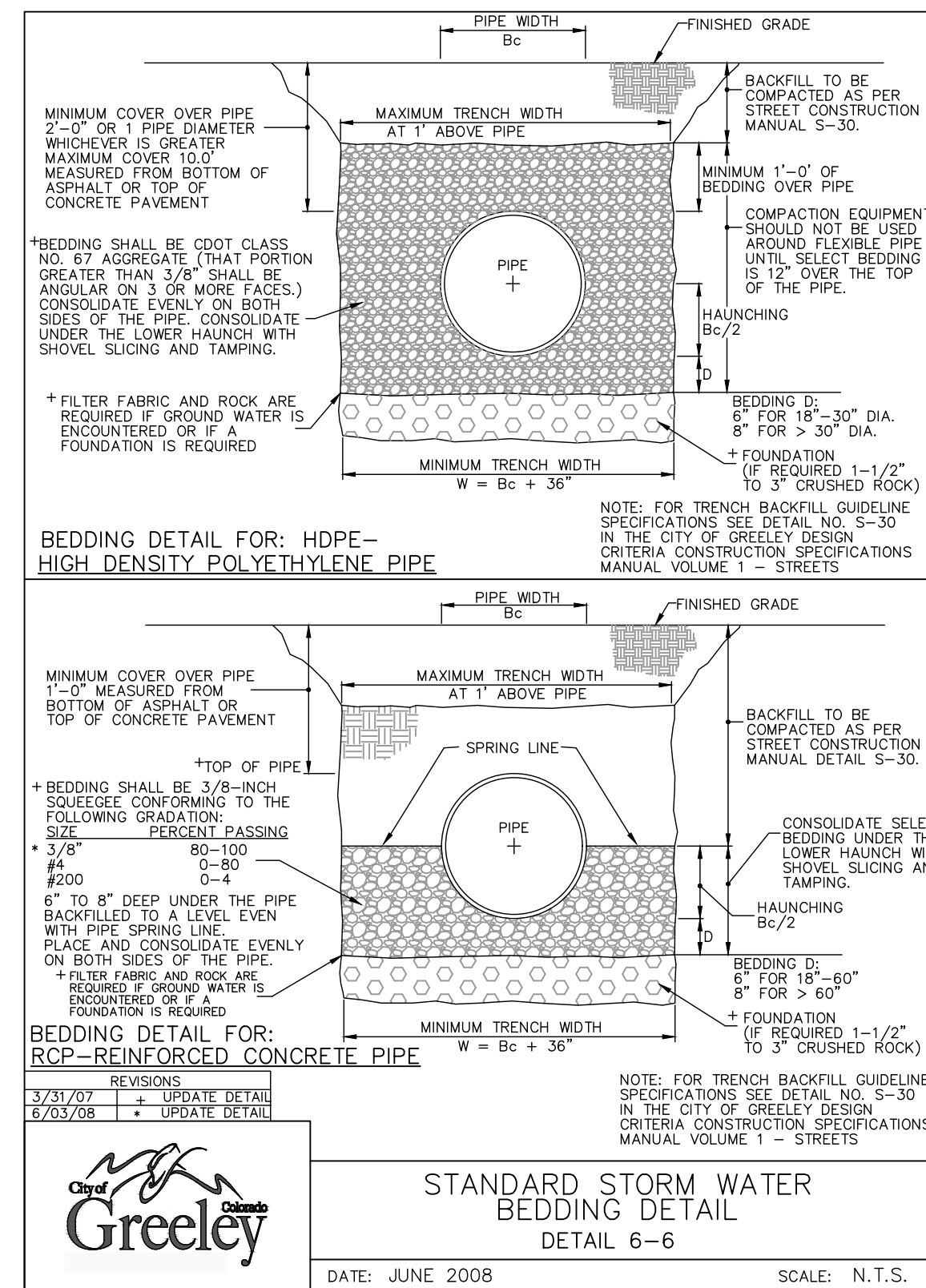
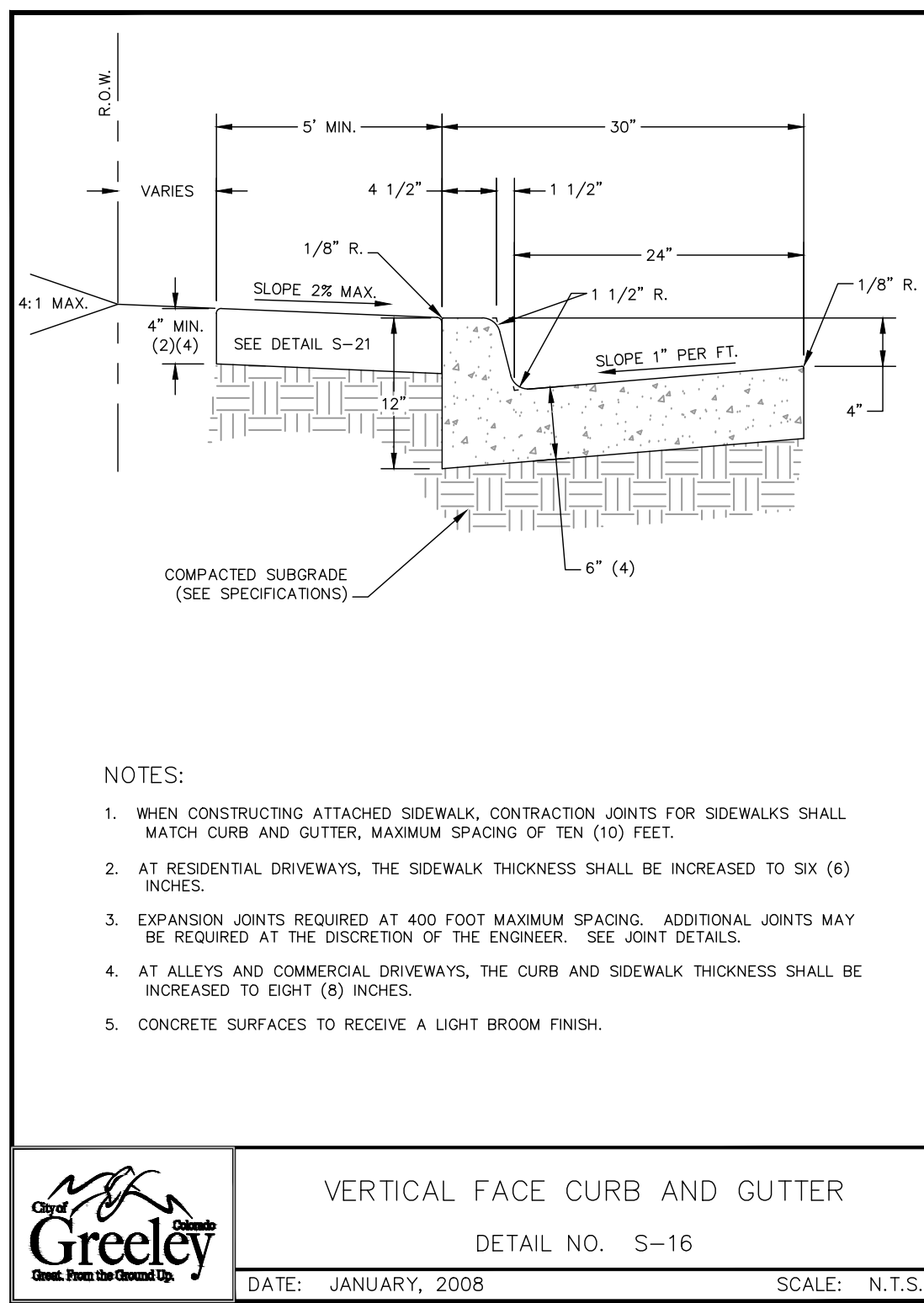
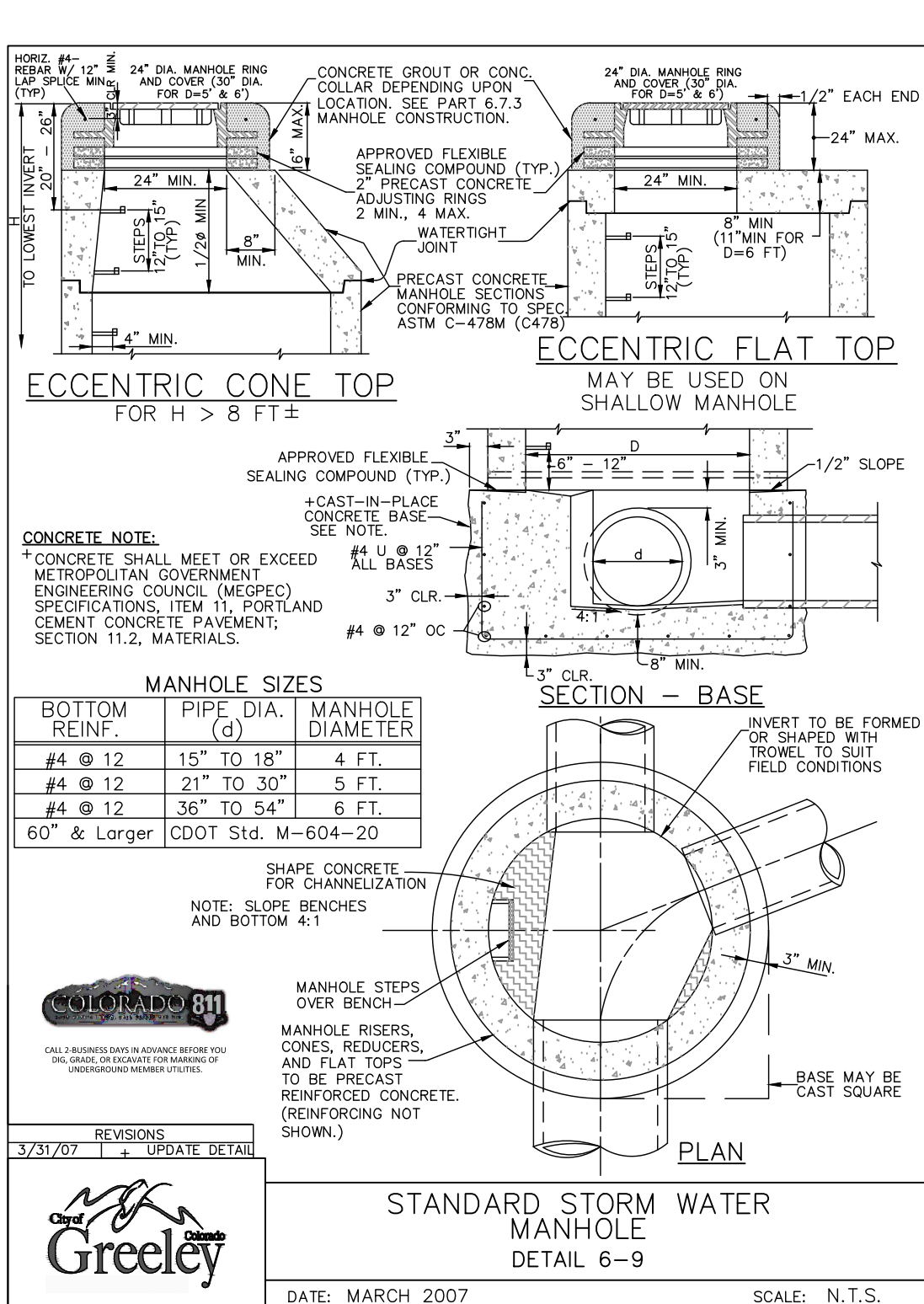
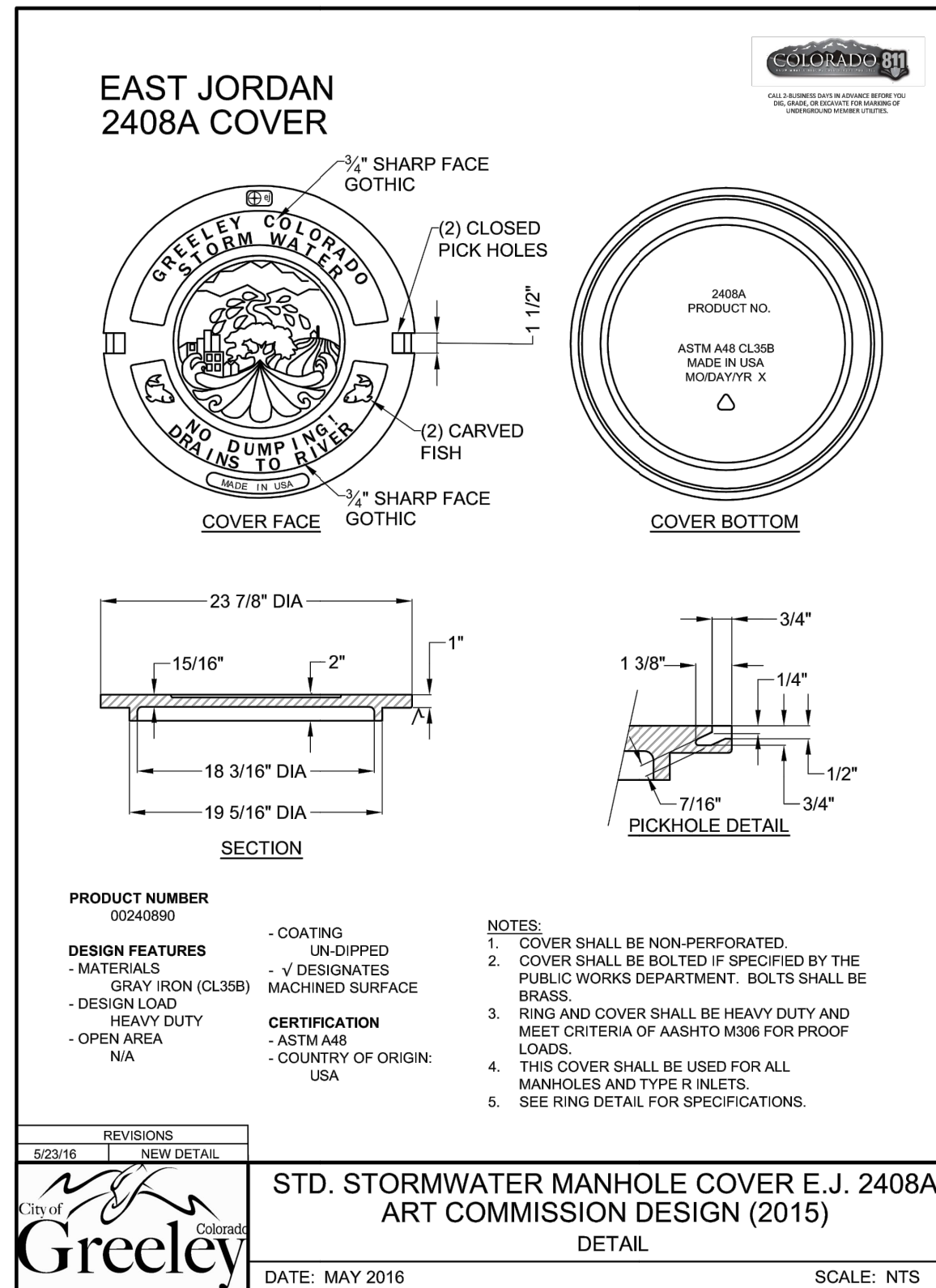
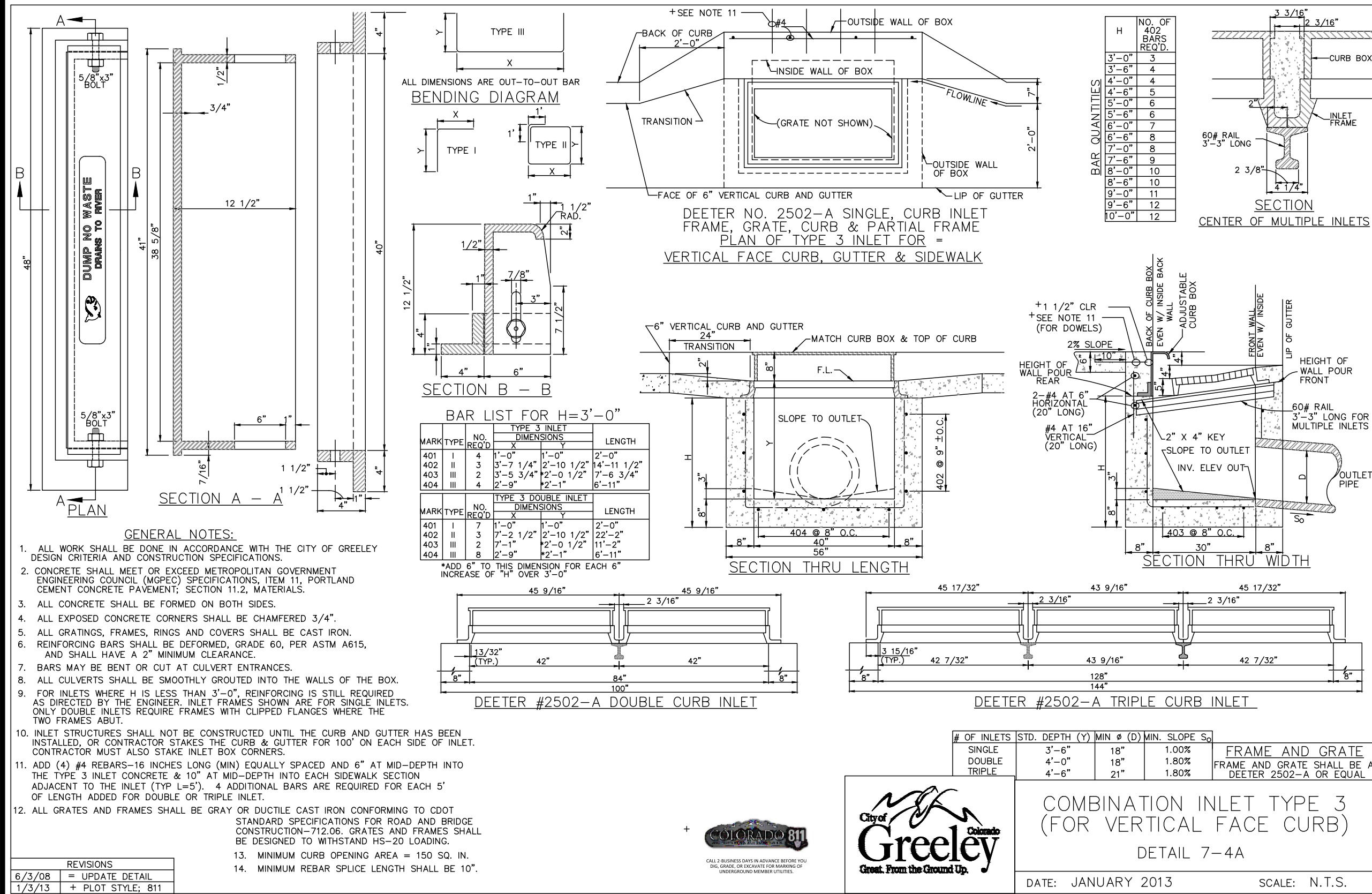
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6/2019

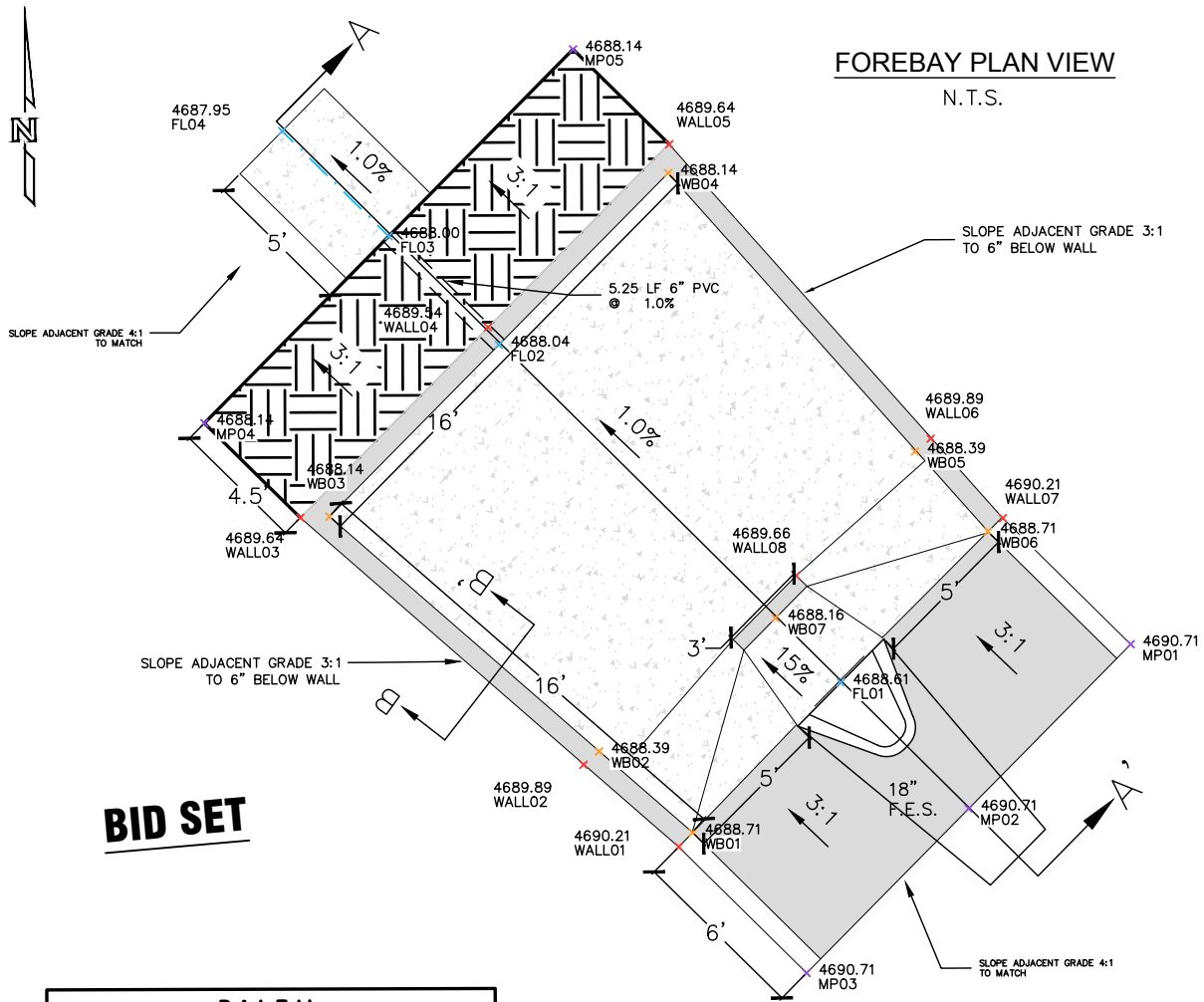
SHEETS

11

7

SHEET





Point Table				
Point #	Elevation	Northing	Easting	Description
167	4688.61	1397571.48	3219531.35	FL01
168	4688.04	1397582.80	3219519.96	FL02
169	4688.00	1397586.44	3219516.30	FL03
170	4687.95	1397589.97	3219512.75	FL04
162	4690.71	1397572.73	3219541.04	MP01
163	4690.71	1397567.26	3219535.61	MP02
164	4690.71	1397561.78	3219530.18	MP03
165	4688.14	1397580.22	3219510.12	MP04
166	4688.14	1397592.67	3219522.48	MP05
178	4690.21	1397566.01	3219525.92	WALL01
179	4689.89	1397568.76	3219522.75	WALL02
180	4689.64	1397577.05	3219513.31	WALL03
181	4689.54	1397583.39	3219519.61	WALL04
182	4689.64	1397589.49	3219525.68	WALL05
183	4689.89	1397579.62	3219534.38	WALL06
184	4690.21	1397576.96	3219536.79	WALL07
185	4689.66	1397575.06	3219529.88	WALL08
171	4688.71	1397566.48	3219526.39	WB01
172	4688.39	1397569.21	3219523.27	WB02
173	4688.14	1397577.08	3219514.29	WB03
174	4688.14	1397588.53	3219525.64	WB04
175	4688.39	1397579.19	3219533.86	WB05
176	4688.71	1397576.51	3219536.29	WB06
177	4688.16	1397573.64	3219529.18	WB07

LEGEND

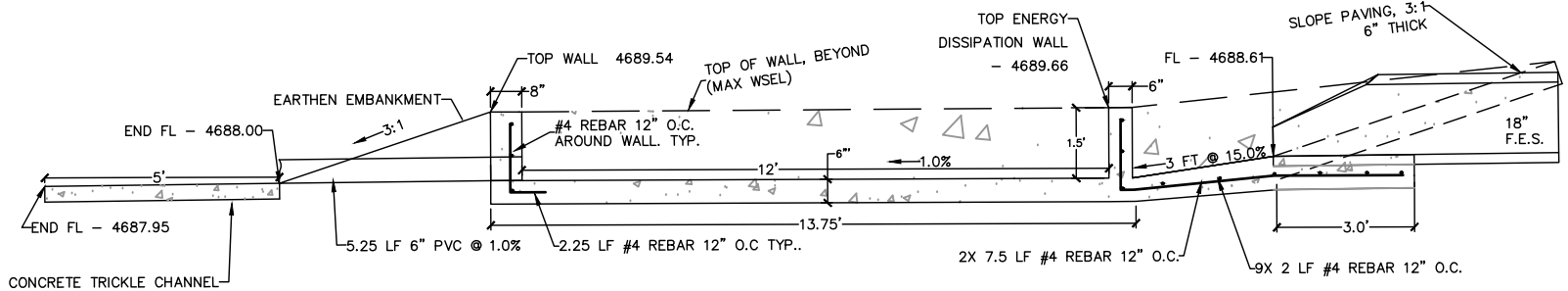
- FL — FLOWLINE
- MP — MATCHPOINT
- WALL — TOP OF WALL ELEVATION
- WB — BASE OF WALL



CALL 2-BUSINESS DAYS IN ADVANCE BEFORE YOU
DIG, GRADE, OR EXCAVATE FOR MARKING OF
UNDERGROUND MEMBER UTILITIES.

FOREBAY ELEVATION VIEW (A-A')

N.T.S.

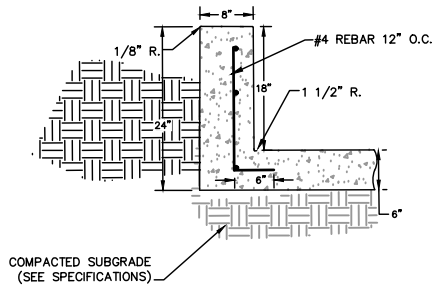


NOTES:

- WALL HEIGHT IS 18" EXCEPT ALONG SLOPE PAVING.
- ALL REBAR SHALL BE EPOXY COATED #4 BAR.
- REBAR SHALL BE 12" O.C. MINIMUM, 3" CLEAR FROM FACE.
- GRADE 4:1 OUTSIDE WALLS TO 6" BELOW WALL HEIGHT ON SIDES OF FOREBAY. GRADE 3:1 OVER SPILLWAY WITH EARTHEN MATERIAL AS SHOWN ABOVE.

SIDEWALL ELEVATION VIEW (B-B')

N.T.S.



NOTES:

- WALL HEIGHT IS 18" EXCEPT ALONG SLOPE PAVING.
- ALL REBAR SHALL BE EPOXY COATED #4 BAR..
- REBAR SHALL BE 12" O.C. MINIMUM, 3" CLEAR FROM FACE.
- GRADE 4:1 OUTSIDE WALLS TO 6" BELOW WALL HEIGHT ON SIDES OF FOREBAY. GRADE 3:1 OVER SPILLWAY WITH EARTHEN MATERIAL AS SHOWN ABOVE.

FOREBAY QUANTITIES

ITEM	UNIT	QUANTITY
EARTHWORK (CUT)	CY	~35
#4 REBAR, EPOXY COATED	LF	245
CONCRETE, 4500 PSI, CDOT CLASS D	CY	8
SCH 40 PVC, 6"	LF	6
4' CONCRETE TRICKLE CHANNEL	LF	5

- FOREBAY QUANTITIES ARE SHOWN TO ASSIST IN PREPARATION OF THE BID AND CONSTRUCTION.
- FOREBAY CONSTRUCTION TO BE PAID AS LUMP SUM. ALL QUANTITIES PRESENTED FOR THE FOREBAY SHALL NOT BE PAID FOR SEPARATELY BUT INCLUDED WITHIN THE BID PRICE FOR COMPLETION OF THE FOREBAY PER THESE DETAILS.

REVISIONS: BY: DATE:

DESIGNED BY:

ATF

DRAWN BY:

ATF

CHECKED BY:

—



STORMWATER MANAGEMENT DIVISION

Department of Public Works

1001 NINTH AVENUE GREELEY, COLORADO 80631
PH: 970-336-4074 FAX: 970-336-4019
greeleygov.com/stormwater

MAPLEWOOD STORM DRAIN IMPROVEMENT

21st AVENUE — 10th to 11th STREET

FOREBAY DETAILS

BUN: 413 00 585 8075 0000

PROJECT CODE: 19SW006

DATE: 6/2019

SHEETS

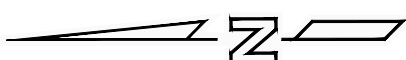
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9

SHEET



CALL 2-BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR MARKING OF UNDERGROUND MEMBER UTILITIES.



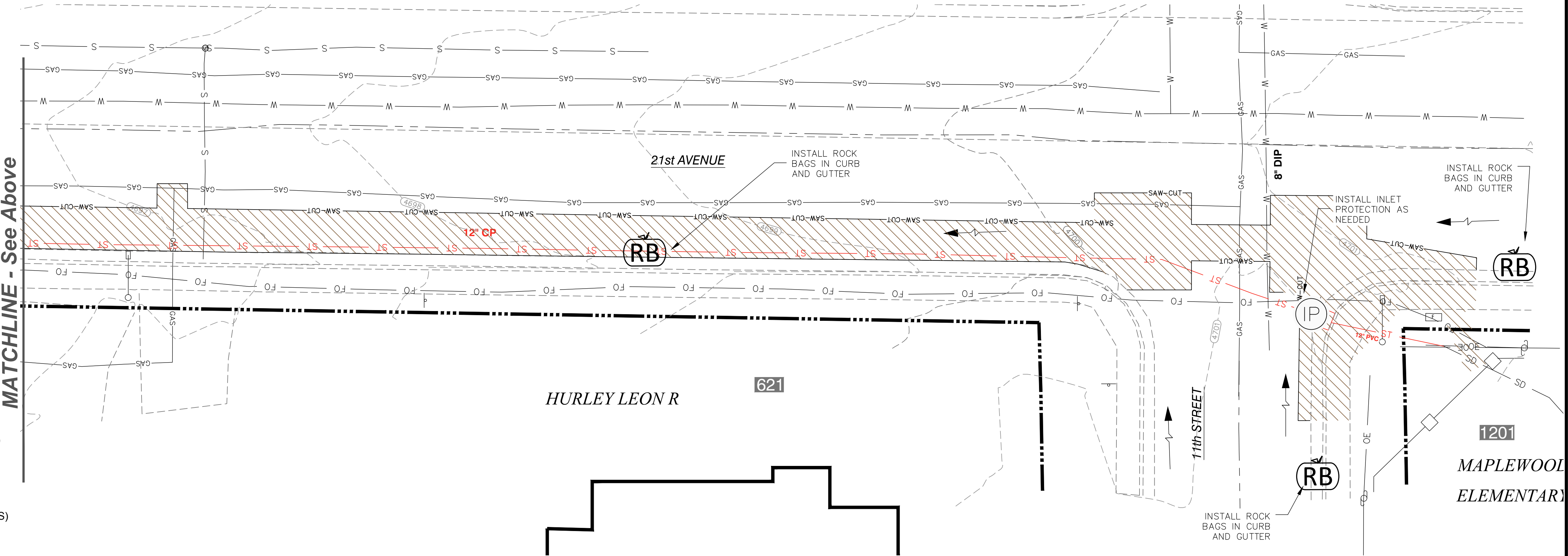
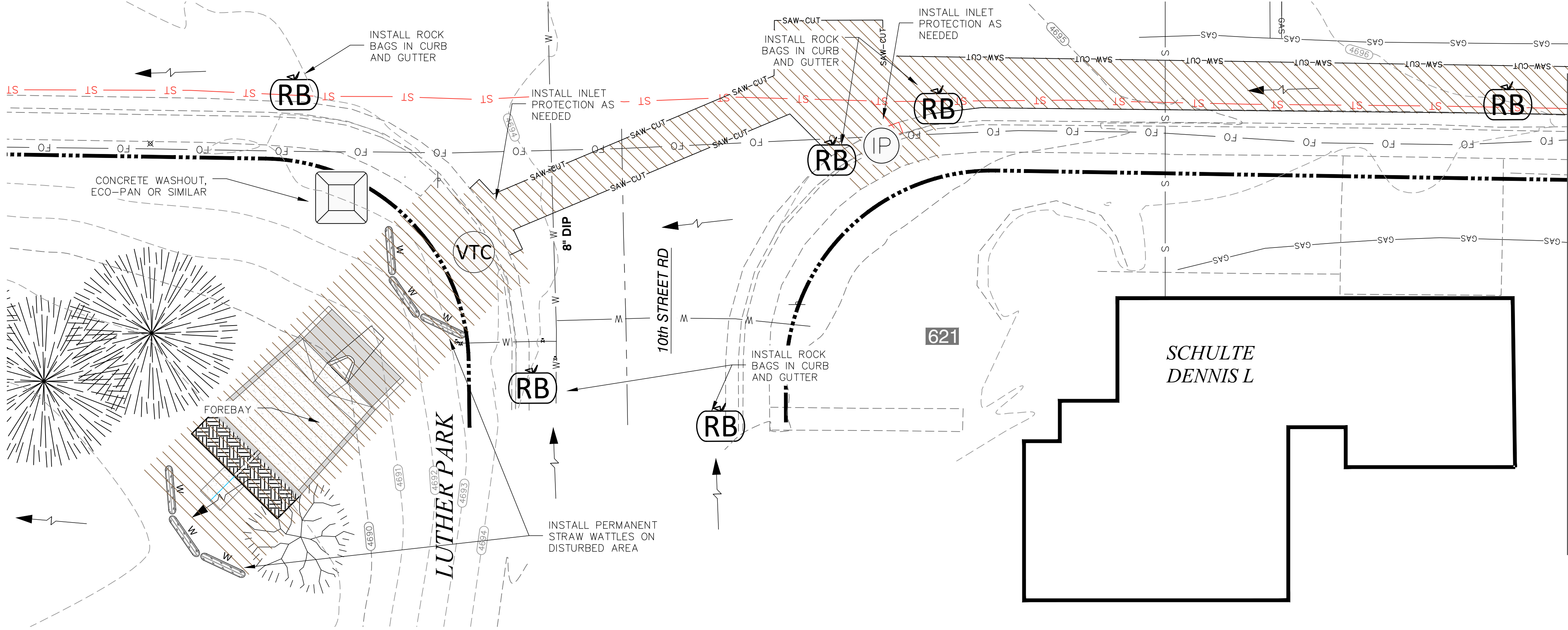
EROSION CONTROL NOTES

1. THIS EROSION CONTROL PLAN IS AN EXAMPLE FOR THE CONTRACTOR. THE SELECTED CONTRACTOR WILL BE RESPONSIBLE FOR PREPARING THEIR OWN EROSION CONTROL PLAN, INCLUDING SIGNAGE, AND SUBMITTING IT FOR REVIEW BY THE CITY PROJECT MANAGER AND THE CITY EROSION CONTROL INSPECTOR.
2. ALL EROSION CONTROL ACTIVITIES SHALL CONFORM TO REQUIREMENTS OF "SECTION 12 – CONSTRUCTION SITE SEDIMENT AND EROSION CONTROL OF GREELEY'S "DESIGN CRITERIA AND CONSTRUCTION SPECIFICATIONS – STORM DRAINAGE VOL. II," JUNE 2008.
3. ALL STAGING/STOCKPILE AREAS, CONSTRUCTION FENCING AND VEHICLE TRACKING CONTROL (VTC) ARE THE CONTRACTOR'S RESPONSIBILITY. PROTECTION OF THESE AREAS WILL BE REQUIRED THROUGHOUT CONSTRUCTION.
4. CONTRACTOR STAGING AREA WILL BE DESIGNATED PRIOR TO NOTICE-TO-PROCEED.
5. DAILY STREET SWEEPING MAY BE UTILIZED IN LIEU OF VTC AT THE DISCRETION OF THE CITY OF GREELEY. ALL STAGING AREAS SHALL BE PAID FOR AS PART OF THE STABILIZED STAGING AREA, TRACKING CONTROL, AND STREET SWEEPING BID ITEM.
6. CONCRETE WASHOUT AREAS SHALL BE INSTALLED AS SHOWN ON THE PLANS, PER THE CITY OF GREELEY STANDARDS AND IMPLEMENTED PER DIRECTION OF THE CITY PROJECT MANAGER OR INSPECTOR. ECO-PANS OR ACCEPTED EQUIVALENT SHALL BE USED FOR CONCRETE WASHOUT AREAS.
7. ALL DISTURBED LANDSCAPING OUTSIDE THE LIMITS OF CONSTRUCTION SHALL BE RETURNED TO PRE-PROJECT STATE OR BETTER.
8. CONTRACTOR SHALL INSTALL INLET PROTECTION AS NECESSARY PHASED WITH LOCATION OF WORK.
9. CONTRACTOR SHALL BE RESPONSIBLE FOR CONTROLLING STORMWATER FLOWS IN EXISTING STORM SEWERS AT ALL TIMES DURING CONSTRUCTION.
10. CONTRACTOR SHALL PLACE SEDIMENT CONTROL LOGS IN LUTHER PARK ON DISTURBED AREAS AS SHOWN. THIS SHALL BE PAID FOR AS A LUMP SUM ITEM WITH THE EROSION AND SEDIMENT CONTROL PAY ITEM.

BID SET

CONTROL MEASURE LEGEND

- FLOW DIRECTION ARROW
- IP RB INLET PROTECTION
- CONCRETE WASHOUT (ECO-PAN TYPE)
- VTC VEHICLE TRACKING CONTROL
- W W W STRAW WATTLES (SED. CONTROL LOGS)



REVISIONS:	BY:	DATE:

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STORMWATER MANAGEMENT DIVISION
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MAPLEWOOD STORM DRAIN IMPROVEMENT
21st AVENUE – 10th to 11th STREET
EROSION AND SEDIMENT CONTROL PLAN

BUN: 413 00 585 0897 0000

PROJECT CODE: 19SW006

DATE: 1/2017
SHEETS 11
10 SHEET

GENERAL EROSION CONTROL NOTES

CONTRACTOR SHALL INSTALL ALL PERIMETER SEDIMENT AND EROSION CONTROL DEVICES INCLUDING, BUT NOT LIMITED TO, SILT FENCE, INLET PROTECTION, VTC PAD, WHEEL WASHOUT, AND SEDIMENT BASINS BEFORE COMMENCING ANY LAND CLEARING OR GRADING ACTIVITIES. THE CONTRACTOR SHALL LIMIT TOPSOIL STRIPPING OPERATIONS TO WITHIN THE AREAS IN WHICH THEY WILL BE IMMEDIATELY WORKING. THE CONSTRUCTION OF UNDERGROUND UTILITIES SHALL BE INCLUDED AS A LAND DISTURBING ACTIVITY. ALL EXCAVATED MATERIAL SHALL BE PLACED WHERE SEDIMENT WILL ERODE BACK INTO THE TRENCH. ALL TRENCHES SHALL BE BACKFILLED BY THE END OF THE DAYS WORK. BACKFILL SHALL BE PERMANENTLY STABILIZED BEFORE CONSTRUCTION IS CONSIDERED COMPLETE.

ALL DISTURBED AREAS AND SOIL STOCKPILES SHALL BE ADEQUATELY STABILIZED AS DEFINED IN THE URBAN DRAINAGE FLOOD CONTROL DISTRICT (UDFCD), VOLUME 3, CONSTRUCTION BEST MANAGEMENT PRACTICES, SECTION 3.0 "EROSION CONTROL". ALL DISTURBED SOILS AND SOIL STOCKPILES SHALL BE WATERED AND MAINTAINED IN A ROUGHENED CONDITION AT ALL TIMES DURING CONSTRUCTION ACTIVITIES TO PREVENT WIND-CAUSED EROSION. ALL LAND DISTURBING ACTIVITIES WILL BE IMMEDIATELY DISCONTINUED WHEN FUGITIVE DUST IMPACTS ADJACENT PROPERTIES, AS DETERMINED BY CITY INSPECTOR. PERMANENT OR TEMPORARY NATIVE SEED (SEE SDDC MANUAL SECTION 14 FOR SEEDING SPECIFICATIONS) SOIL STABILIZATION SHALL BE REQUIRED WITHIN 7 DAYS AFTER FINAL GRADE IS REACHED. IF DISTURBED AREAS OR STOCKPILES ARE NOT BROUGHT TO FINAL GRADE WITHIN 30 DAYS FOLLOWING THE INITIAL DISTURBANCE, OR RE-DISTURBANCE, TEMPORARY STABILIZATION MEASURES SHALL BE REQUIRED. NO SOIL STOCKPILE SHALL EXCEED TEN (10) FEET IN HEIGHT. ALL SOIL STOCKPILE SIDE SLOPES SHALL EXCEED A SLOPE OF 4V:1H.

ALL STORM SEWER INLETS SHALL BE PROTECTED FROM THE ENTRY OF SEDIMENT-LADEN WATER. HAY BALES ARE NOT RECOGNIZED BY THE CITY OF GREELEY AS AN ACCEPTABLE FORM OF EROSION CONTROL.

INSPECTION OF ALL EROSION AND SEDIMENT CONTROL BMP'S SHALL BE REQUIRED AT THE END OF EACH DAY'S WORK, WITH NECESSARY MAINTENANCE AND REPAIRS PROVIDED IMMEDIATELY. THE CITY OF GREELEY INSPECTOR SHALL, AT THEIR DISCRETION, REQUIRE ANY EROSION CONTROL DEVICES BE REPAIRED, REPLACED, RELOCATED, MODIFIED, OR REMOVED. SUCH REQUESTS SHALL BE COMPLETED WITHIN 5 WORKING DAYS FOLLOWING RECEIPT OF THE WRITTEN REQUEST FROM THE INSPECTOR. ALL PUBLIC RIGHT OF WAY POLLUTED WITH DIRT, MUD, OR DEBRIS SHALL BE SWEEPED CLEAN AT THE END OF EACH DAYS WORK OR AFTER STORM EVENTS, AS NECESSARY. ALL TEMPORARY AND PERMIETTER EROSION AND SEDIMENT CONTROL MEASURES SHALL BE REMOVED AS SOON AS THEIR FUNCTION HAS BEEN FULFILLED. SEDIMENT TRAPS/BASINS SHALL BE CLEANED AND REMOVED, OR STABILIZED, WHEN ALL UPSTREAM AREAS ARE PERMANENTLY STABILIZED. THE SITE CONTRACTOR IS RESPONSIBLE FOR PROPERLY DISPOSING OFF ALL SILT FROM THE SITE, IF IT IS NOT REUSABLE ON SITE.

THE LANDOWNER SHALL BE HELD RESPONSIBLE FOR THE LONG-TERM STABILITY OF CUT AND FILL SLOPES AND THE SUCCESSFUL ESTABLISHMENT OF PERMANENT VEGETATION COVER ON EXPOSED SOIL AS DEFINED IN THE UDFCD, VOLUME 3, CONSTRUCTION BEST MANAGEMENT PRACTICES, SECTION 3.2 "MULCHING".

ALL CONSTRUCTION SUPPLIES OR MATERIALS USED OR STORED ON SITE MUST BE DISPOSED OF PROPERLY AND MUST MEET ALL APPLICABLE MATERIAL SAFETY DATA SHEET CRITERIA.

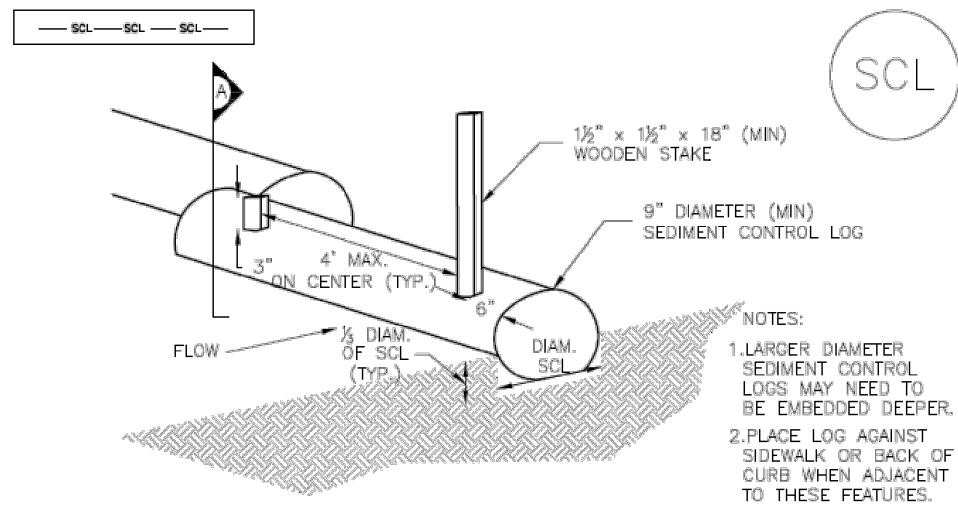
THE STATE STORMWATER DISCHARGE PERMIT HOLDER MAY BE LIABLE FOR ANY VIOLATIONS RESULTING FROM THE ACTIONS TAKEN BY SITE CONTRACTORS, SUBCONTRACTORS, MAINTENANCE CREWS, ETC.



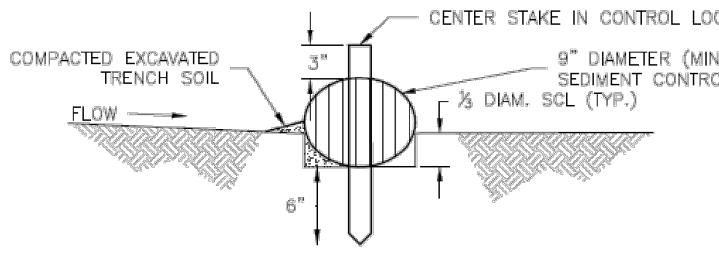
CALL 2-BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR MARKING OF UNDERGROUND MEMBER UTILITIES.

Sediment Control Log (SCL)

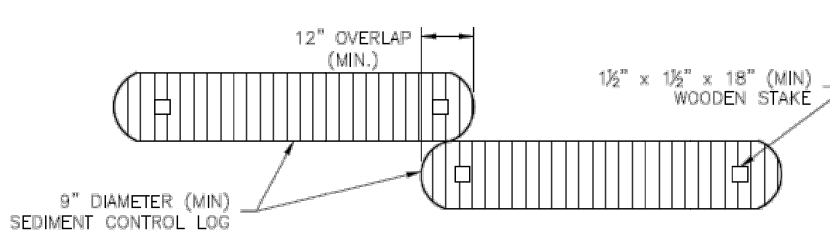
SC-2



TRENCHED SEDIMENT CONTROL LOG



SECTION A TRENCHED SEDIMENT CONTROL LOG



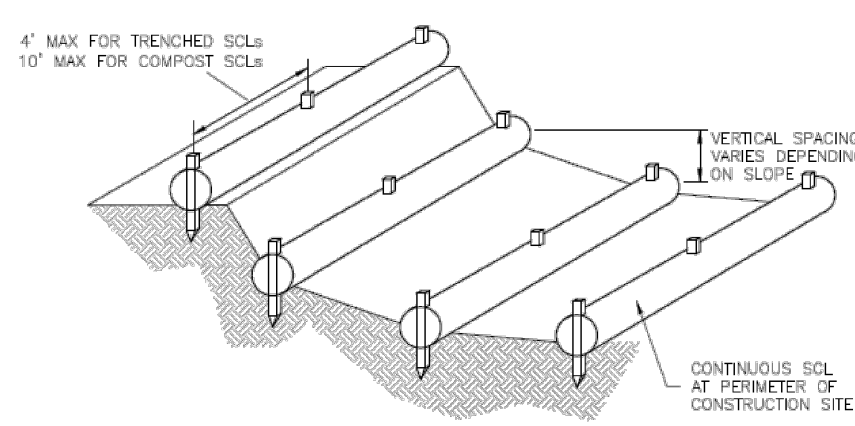
LOG JOINTS

SCL-1. TRENCHED SEDIMENT CONTROL LOG

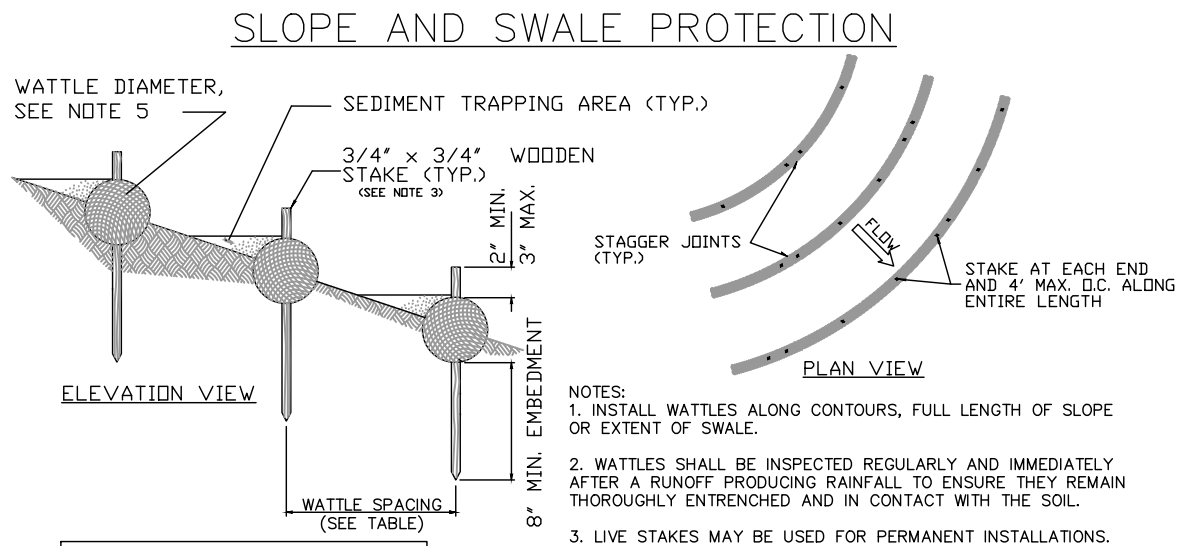
November 2015 Urban Drainage and Flood Control District Urban Storm Drainage Criteria Manual Volume 3

Sediment Control Log (SCL)

SC-2



SCL-3. SEDIMENT CONTROL LOGS TO CONTROL SLOPE LENGTH



WATTLE SPACING TABLE	
SLOPE TYPE	MAXIMUM SPACING
ALL SWALES	20 FEET
4:1 SLOPE OR X	40 FEET

SC-2

Sediment Control Log (SCL)

SEDIMENT CONTROL LOG INSTALLATION NOTES

1. SEE PLAN VIEW FOR LOCATION AND LENGTH OF SEDIMENT CONTROL LOGS.
2. SEDIMENT CONTROL LOGS THAT ACT AS A PERIMETER CONTROL SHALL BE INSTALLED PRIOR TO ANY UPGRADE LAND-DISTURBING ACTIVITIES.
3. SEDIMENT CONTROL LOGS SHALL CONSIST OF STRAW, COMPOST, EXCELSIOR OR COCONUT FIBER, AND SHALL BE FREE OF ANY NOXIOUS WEED SEEDS OR DEFECTS INCLUDING RIPS, HOLES AND OBVIOUS WEAR.
4. SEDIMENT CONTROL LOGS MAY BE USED AS SMALL CHECK DAMS IN DITCHES AND SWALES. HOWEVER, THEY SHOULD NOT BE USED IN PERENNIAL STREAMS.
5. IT IS RECOMMENDED THAT SEDIMENT CONTROL LOGS BE TRENCHED INTO THE GROUND TO A DEPTH OF APPROXIMATELY 1/2 OF THE DIAMETER OF THE LOG. IF TRENCHING TO THIS DEPTH IS NOT FEASIBLE AND/OR DESIRABLE (SHORT TERM INSTALLATION WITH DESIRE NOT TO DAMAGE LANDSCAPE) A LESSER TRENCHING DEPTH MAY BE ACCEPTABLE WITH MORE ROBUST STAKING. COMPOST LOGS THAT ARE 8 LB/FT DO NOT NEED TO BE TRENCHED.
6. THE UPHILL SIDE OF THE SEDIMENT CONTROL LOG SHALL BE BACKFILLED WITH SOIL OR FILTER MATERIAL THAT IS FREE OF ROCKS AND DEBRIS. THE SOIL SHALL BE TIGHTLY COMPACTED INTO THE SHAPE OF A RIGHT TRIANGLE USING A SHOVEL OR WEIGHTED LAWN ROLLER OR BLOWN IN PLACE.
7. FOLLOW MANUFACTURERS' GUIDANCE FOR STAKING. IF MANUFACTURERS' INSTRUCTIONS DO NOT SPECIFY SPACING, STAKES SHALL BE PLACED ON 4' CENTERS AND EMBEDDED A MINIMUM OF 6" INTO THE GROUND. 3" OF THE STAKE SHALL PROTRUDE FROM THE TOP OF THE LOG. STAKES THAT ARE BROKEN PRIOR TO INSTALLATION SHALL BE REPLACED. COMPOST LOGS SHOULD BE STAKED 10' ON CENTER.

SEDIMENT CONTROL LOG MAINTENANCE NOTES

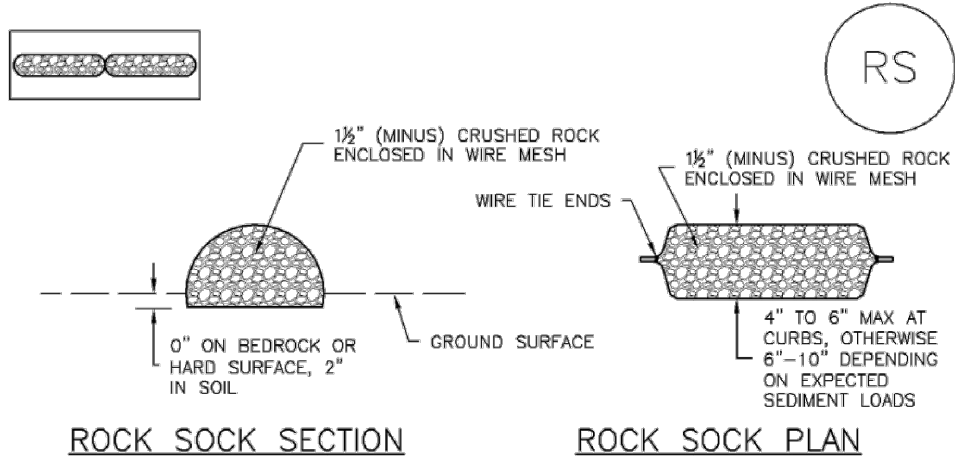
1. INSPECT BMP'S EACH WORKDAY, AND MAINTAIN THEM IN EFFECTIVE OPERATING CONDITION. MAINTENANCE OF BMP'S SHOULD BE PROACTIVE, NOT REACTIVE. INSPECT BMP'S AS SOON AS POSSIBLE (AND ALWAYS WITHIN 24 HOURS) FOLLOWING A STORM THAT CAUSES SURFACE EROSION, AND PERFORM NECESSARY MAINTENANCE.
2. FREQUENT OBSERVATIONS AND MAINTENANCE ARE NECESSARY TO MAINTAIN BMP'S IN EFFECTIVE OPERATING CONDITION. INSPECTIONS AND CORRECTIVE MEASURES SHOULD BE DOCUMENTED THOROUGHLY.
3. WHERE BMP'S HAVE FAILED, REPAIR OR REPLACEMENT SHOULD BE INITIATED UPON DISCOVERY OF THE FAILURE.
4. SEDIMENT ACCUMULATED UPSTREAM OF SEDIMENT CONTROL LOG SHALL BE REMOVED AS NEEDED TO MAINTAIN FUNCTIONALITY OF THE BMP, TYPICALLY WHEN DEPTH OF ACCUMULATED SEDIMENTS IS APPROXIMATELY 1/2 OF THE HEIGHT OF THE SEDIMENT CONTROL LOG.
5. SEDIMENT CONTROL LOG SHALL BE REMOVED AT THE END OF CONSTRUCTION. COMPOST FROM COMPOST LOGS MAY BE LEFT IN PLACE AS LONG AS BAGS ARE REMOVED AND THE AREA SEEDED. IF DISTURBED AREAS EXIST AFTER REMOVAL, THEY SHALL BE COVERED WITH TOP SOIL, SEEDED AND MULCHED OR OTHERWISE STABILIZED IN A MANNER APPROVED BY THE LOCAL JURISDICTION.

(DETAILS ADAPTED FROM TOWN OF PARKER, COLORADO, JEFFERSON COUNTY, COLORADO, DOUGLAS COUNTY, COLORADO, AND CITY OF AURORA, COLORADO; NOT AVAILABLE IN AUTOCAD)
NOTE: MANY JURISDICTIONS HAVE BMP DETAILS THAT VARY FROM UDFCD STANDARD DETAILS. CONSULT WITH LOCAL JURISDICTIONS AS TO WHICH DETAIL SHOULD BE USED WHEN DIFFERENCES ARE NOTED.

SCL-6 Urban Drainage and Flood Control District November 2015
Urban Storm Drainage Criteria Manual Volume 3

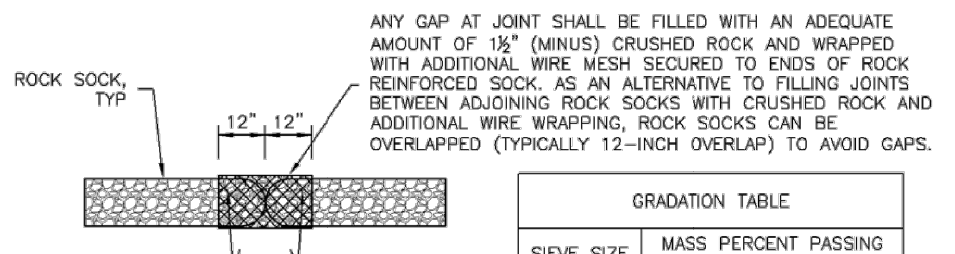
SC-5

Rock Sock (RS)



ROCK SOCK SECTION

ROCK SOCK PLAN



ROCK SOCK JOINTING

ROCK SOCK INSTALLATION NOTES

1. SEE PLAN VIEW FOR: -LOCATION(S) OF ROCK SOCKS.
2. CRUSHED ROCK SHALL BE 1/2" (MINUS) IN SIZE WITH A FRACTURED FACE (ALL SIDES) AND SHALL COMPLY WITH GRADATION SHOWN ON THIS SHEET (1/2" MINUS).
3. WIRE MESH SHALL BE FABRICATED OF 10 GAUGE POULTRY MESH, OR EQUIVALENT, WITH A MAXIMUM OPENING OF 1/2", RECOMMENDED MINIMUM ROLL WIDTH OF 48"
4. WIRE MESH SHALL BE SECURED USING "HOG RINGS" OR WIRE TIES AT 6" CENTERS ALONG ALL JOINTS AND AT 2" CENTERS ON ENDS OF SOCKS.
5. SOME MUNICIPALITIES MAY ALLOW THE USE OF FILTER FABRIC AS AN ALTERNATIVE TO WIRE MESH FOR THE ROCK ENCLOSURE.

RS-1. ROCK SOCK PERIMETER CONTROL

RS-2 Urban Drainage and Flood Control District November 2010
Urban Storm Drainage Criteria Manual Volume 3

Rock Sock (RS)

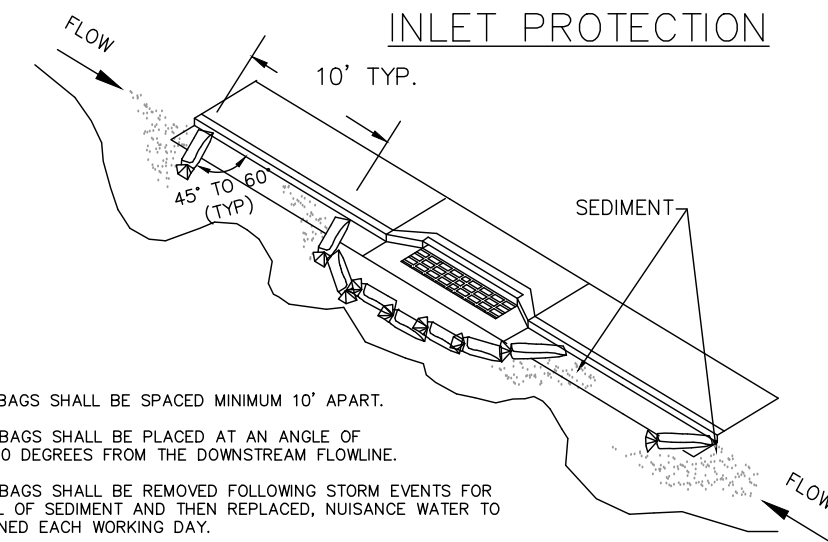
SC-5

ROCK SOCK MAINTENANCE NOTES

1. INSPECT BMP'S EACH WORKDAY, AND MAINTAIN THEM IN EFFECTIVE OPERATING CONDITION. MAINTENANCE OF BMP'S SHOULD BE PROACTIVE, NOT REACTIVE. INSPECT BMP'S AS SOON AS POSSIBLE (AND ALWAYS WITHIN 24 HOURS) FOLLOWING A STORM THAT CAUSES SURFACE EROSION, AND PERFORM NECESSARY MAINTENANCE.
2. FREQUENT OBSERVATIONS AND MAINTENANCE ARE NECESSARY TO MAINTAIN BMP'S IN EFFECTIVE OPERATING CONDITION. INSPECTIONS AND CORRECTIVE MEASURES SHOULD BE DOCUMENTED THOROUGHLY.
3. WHERE BMP'S HAVE FAILED, REPAIR OR REPLACEMENT SHOULD BE INITIATED UPON DISCOVERY OF THE FAILURE.
4. ROCK SOCKS SHALL BE REPLACED IF THEY BECOME HEAVILY SOILED, OR DAMAGED BEYOND REPAIR.
5. SEDIMENT ACCUMULATED UPSTREAM OF ROCK SOCKS SHALL BE REMOVED AS NEEDED TO MAINTAIN FUNCTIONALITY OF THE BMP, TYPICALLY WHEN DEPTH OF ACCUMULATED SEDIMENTS IS APPROXIMATELY 1/2 OF THE HEIGHT OF THE ROCK SOCK.
6. ROCK SOCKS ARE TO REMAIN IN PLACE UNTIL THE UPSTREAM DISTURBED AREA IS STABILIZED AND APPROVED BY THE LOCAL JURISDICTION.
7. WHEN ROCK SOCKS ARE REMOVED, ALL DISTURBED AREAS SHALL BE COVERED WITH TOPSOIL, SEEDED AND MULCHED OR OTHERWISE STABILIZED AS APPROVED BY LOCAL JURISDICTION.

(DETAILS ADAPTED FROM TOWN OF PARKER, COLORADO AND CITY OF AURORA, COLORADO; NOT AVAILABLE IN AUTOCAD)
NOTE: MANY JURISDICTIONS HAVE BMP DETAILS THAT VARY FROM UDFCD STANDARD DETAILS. CONSULT WITH LOCAL JURISDICTIONS AS TO WHICH DETAIL SHOULD BE USED WHEN DIFFERENCES ARE NOTED.

NOTE: THE DETAILS INCLUDED WITH THIS FACT SHEET SHOW COMMONLY USED, CONVENTIONAL METHODS OF ROCK SOCK INSTALLATION IN THE DENVER METROPOLITAN AREA. THERE ARE MANY OTHER SIMILAR PROPRIETARY PRODUCTS ON THE MARKET. UDFCD NEITHER NOR DISCOURAGES USE OF PROPRIETARY PROTECTION PRODUCTS; HOWEVER, IN THE EVENT PROPRIETARY METHODS ARE USED, THE APPROPRIATE DETAIL FROM THE MANUFACTURER MUST BE INCLUDED IN THE SWMP AND THE BMP MUST BE INSTALLED AND MAINTAINED AS SHOWN IN THE MANUFACTURER'S DETAILS.

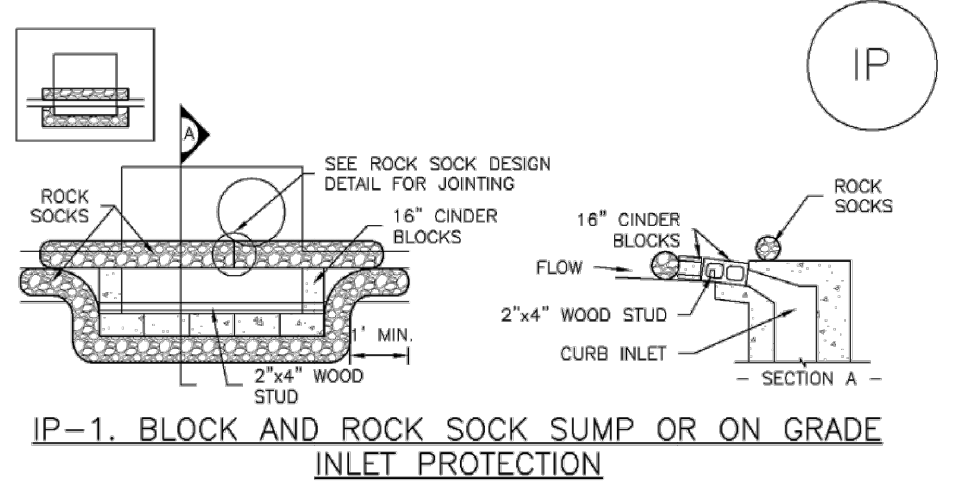


INLET PROTECTION

1. SANDBAGS SHALL BE SPACED MINIMUM 10' APART.
2. SANDBAGS SHALL BE PLACED AT AN ANGLE OF 45 TO 60 DEGREES FROM THE DOWNSTREAM FLOWLINE.
3. SANDBAGS SHALL BE REMOVED FOLLOWING STORM EVENTS FOR REMOVAL OF SEDIMENT AND THEN REPLACED. NUISANCE WATER TO BE DRAINED EACH WORKING DAY.
4. BACK OF INLET MAY REQUIRE PROTECTION IF SUBJECT TO CROSS-SIDEWALK FLOWS.

SC-6

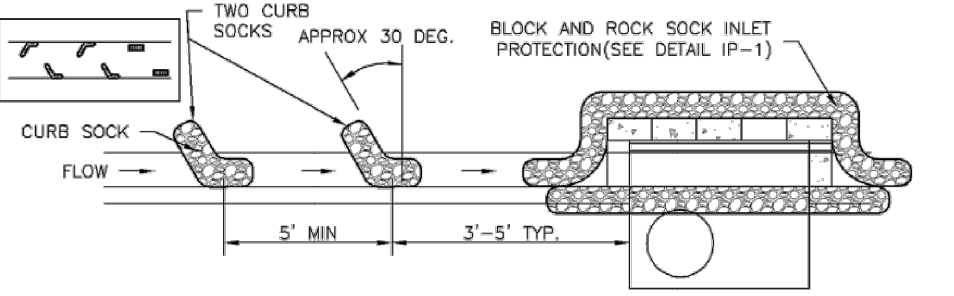
Inlet Protection (IP)



IP-1. BLOCK AND ROCK SOCK SUMP OR ON GRADE INLET PROTECTION

BLOCK AND CURB SOCK INLET PROTECTION INSTALLATION NOTES

1. SEE ROCK SOCK DESIGN DETAIL FOR INSTALLATION REQUIREMENTS.
2. CONCRETE "CINDER" BLOCKS SHALL BE LAID ON THEIR SIDES AROUND THE INLET IN A SINGLE ROW, ABUTTING ONE ANOTHER WITH THE OPEN END FACING AWAY FROM THE CURB.
3. GRAVEL BAGS SHALL BE PLACED AROUND CONCRETE BLOCKS, CLOSELY ABUTTING ONE ANOTHER AND JOINED TOGETHER IN ACCORDANCE WITH ROCK SOCK DESIGN DETAIL.



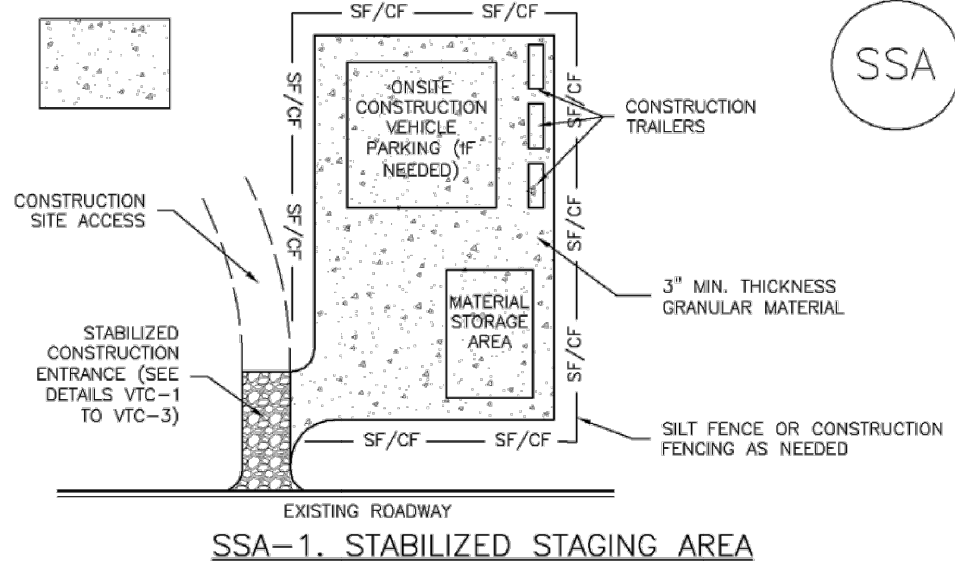
IP-2. CURB ROCK SOCKS UPSTREAM OF INLET PROTECTION

CURB ROCK SOCK INLET PROTECTION INSTALLATION NOTES

1. SEE ROCK SOCK DESIGN DETAIL FOR INSTALLATION REQUIREMENTS.
2. PLACEMENT OF THE ROCK SOCK SHALL BE APPROXIMATELY 30 DEGREES FROM PERPENDICULAR IN THE OPPOSITE DIRECTION OF FLOW.
3. SOCKS ARE TO BE FLUSH WITH THE CURB AND SPACED A MINIMUM OF 5 FEET APART.
4. AT LEAST TWO CURB SOCKS IN SERIES ARE REQUIRED UPSTREAM OF ON-GRADE INLETS.

Stabilized Staging Area (SSA)

SM-6



SSA-1. STABILIZED STAGING AREA

STABILIZED STAGING AREA INSTALLATION NOTES

1. SEE PLAN VIEW FOR: -LOCATION OF STAGING AREA(S). -CONTRACTOR MAY ADJUST LOCATION AND SIZE OF STAGING AREA WITH APPROVAL FROM THE LOCAL JURISDICTION.
2. STABILIZED STAGING AREA SHOULD BE APPROPRIATE FOR THE NEEDS OF THE SITE, OVERSEEING RESULTS IN A LARGER AREA TO STABILIZE FOLLOWING CONSTRUCTION.
3. STAGING AREA SHALL BE STABILIZED PRIOR TO OTHER OPERATIONS ON THE SITE.
4. THE STABILIZED STAGING AREA SHALL CONSIST OF A MINIMUM 3" THICK GRANULAR MATERIAL.
5. UNLESS OTHERWISE SPECIFIED BY LOCAL JURISDICTION, ROCK SHALL CONSIST OF DOT SECT. #703, AASHTO #3 COARSE AGGREGATE OR 6" (MINUS) ROCK.
6. ADDITIONAL PERIMETER BMP'S MAY BE REQUIRED INCLUDING BUT NOT LIMITED TO SILT FENCE AND CONSTRUCTION FENCINGS.

STABILIZED STAGING AREA MAINTENANCE NOTES

1. INSPECT BMP'S EACH WORKDAY, AND MAINTAIN THEM IN EFFECTIVE OPERATING CONDITION. MAINTENANCE OF BMP'S SHOULD BE PROACTIVE, NOT REACTIVE. INSPECT BMP'S AS SOON AS POSSIBLE (AND ALWAYS WITHIN 24 HOURS) FOLLOWING A STORM THAT CAUSES SURFACE EROSION, AND PERFORM NECESSARY MAINTENANCE.
2. FREQUENT OBSERVATIONS AND MAINTENANCE ARE NECESSARY TO MAINTAIN BMP'S IN EFFECTIVE OPERATING CONDITION. INSPECTIONS AND CORRECTIVE MEASURES SHOULD BE DOCUMENTED THOROUGHLY.
3. WHERE BMP'S HAVE FAILED, REPAIR OR REPLACEMENT SHOULD BE INITIATED UPON DISCOVERY OF THE FAILURE.
4. ROCK SHALL BE REAPPLIED OR REGRADED AS NECESSARY IF RUTTING OCCURS OR UNDERLYING SUBGRADE BECOMES EXPOSED.

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SM-6

Stabilized Staging Area (SSA)

STABILIZED STAGING AREA MAINTENANCE NOTES

5. STABILIZED STAGING AREA SHALL BE ENLARGED IF NECESSARY TO CONTAIN PARKING, STORAGE, AND UNLOADING/LOADING OPERATIONS.
 6. THE STABILIZED STAGING AREA SHALL BE REMOVED AT THE END OF CONSTRUCTION. THE GRANULAR MATERIAL SHALL BE REMOVED OR, IF APPROVED BY THE LOCAL JURISDICTION, USED ON SITE, AND THE AREA COVERED WITH TOPSOIL, SEEDED AND MULCHED OR OTHERWISE STABILIZED IN A MANNER APPROVED BY LOCAL JURISDICTION.
- NOTE: MANY MUNICIPALITIES PROHIBIT THE USE OF RECYCLED CONCRETE AS GRANULAR MATERIAL FOR STABILIZED STAGING AREAS DUE TO DIFFICULTIES WITH RE-ESTABLISHMENT OF VEGETATION IN AREAS WHERE RECYCLED CONCRETE WAS PLACED.
- NOTE: MANY JURISDICTIONS HAVE BMP DETAILS THAT VARY FROM UDFCD STANDARD DETAILS. CONSULT WITH LOCAL JURISDICTIONS AS TO WHICH DETAIL SHOULD BE USED WHEN DIFFERENCES ARE NOTED.
- (DETAILS ADAPTED FROM DOUGLAS COUNTY, COLORADO; NOT AVAILABLE IN AUTOCAD)

SSA-4 Urban Drainage and Flood Control District November 2010
Urban Storm Drainage Criteria Manual Volume 3

REVISIONS:	BY:	DATE:

DESIGNED BY:	ATF
DRAWN BY:	ATF
CHECKED BY:	-



STORMWATER MANAGEMENT DIVISION
Department of Public Works
1001 NINTH AVENUE GREELEY, COLORADO 80631
PH: 970-336-4074 FAX: 970-336-4019
greeleygov.com/stormwater

MAPLEWOOD STORM DRAIN IMPROVEMENT
21st AVENUE - 10th to 11th STREET
EROSION AND SEDIMENT CONTROL DETAILS

DATE:	6/2019
SHEETS	11
	11
SHEET	

BUN: 413 00 585 0897 0000 PROJECT CODE: 19SW006

SECTION 00620

SPECIAL PROVISIONS FOR CITY OF GREELEY Maplewood Infrastructure/ Storm Water Improvements

May 2019

SCOPE OF WORK

The work in this contract will consist of furnishing all labor, equipment, and materials for the replacement or construction of designated concrete curbs, gutters, pavements, concrete driveways, sidewalks, mixed use path, handicap ramps, minor landscaping repairs, possible reconstruction of inlet tops and other related and incidental work required to complete the project.

At least 60% of the work must be performed using the Contractor's own personnel.

NOTICE TO BIDDERS: There is a set amount of funding available for construction. Due to budgetary constraints, the current Scope of Work, as reflected in the Bid Schedule quantities, may be increased or decreased as necessary or allowed to meet the budget goals. Bidders MUST be pre-registered on SAM.GOV prior to bidding. Any and all questions or anyone needing assistance are to contact J.R. Salas with GURA at 970-350-9383 or 970-371-3694.

PROJECT DESCRIPTION

Work in general consists of removal and replacement of an estimated 2869 linear feet of curb and gutter and approximately 1861 square yards of concrete including sidewalks, access ramps, cross pans, alley aprons, etc on 21st Avenue from 10th Street to 13th Street. Furthermore this project involves the improvement of the storm drainage system on 21st Avenue, between 10th and 11th Streets.

The project generally includes the following work:

Removals / Relocation

- Removal and/or crushing and abandonment of storm sewers;
- Plugging and abandonment of storm sewers with flashfill;
- Coordination with utility providers to relocate their respective utilities;
- Removal of asphalt, concrete, curb, gutter and sidewalk.

Storm Sewer

- Installation of 18" reinforced concrete pipe, Class III
- Installation of storm sewer manholes (4' diameter)
- Installation of storm water inlets (single Type 3).
- Installation of storm drain flared end section.

General

- Restoration of landscaping
- Construction and maintenance of erosion and sediment control measures, and
- Traffic control and pedestrian control on downtown streets.

CONSTRUCTION PLANS

The construction PLANS for this project are dated May 2019 as prepared by the City of Greeley Stormwater Management Division, 1001 9th Avenue, Greeley, CO, 80631. Work involving concrete replacement will not have a plan set and is to be bid as general removal and replacement of deteriorated and noncompliant existing infrastructure.

CONSTRUCTION SPECIFICATIONS

This project is subject to the following specifications:

Abbreviated as:

- | | |
|--|---------------|
| • Drawings and Special Provisions | D&S |
| • City of Greeley Design Criteria and Construction Specifications | DCCS |
| ➤ Volume I - "Streets," July 2015 | Streets |
| ➤ Volume II - "Storm Drainage" June 2008 | Drainage |
| ➤ Volume III - "Water / Sewer" February 2008 | Water |
| • 2017 CDOT Standard Specifications for Road and Bridge Const. | CDOT Red Book |
| • CDOT M&S Standards, July 4, 2012 (including applicable modifications listed in the CDOT Standard Special Provisions) | M&S |
| • MGPEC Pavement Design Standards and Const. Specifications, Latest Edition | MGPEC |

PRIORITY OF DOCUMENTS

In case of conflict, documents shall have the following priorities:

For Water, Sewer, and Streets:

1. Special Provisions
2. PLANS
3. General Conditions
4. City of Greeley DCCS
5. CDOT Specifications and Standards listed above.

For Stormwater:

1. Special Provisions
2. PLANS
3. General Conditions
4. CDOT Specifications and Standards listed above.
5. City of Greeley DCCS

The applicable materials specifications are listed under each specific bid item.

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

CONTRACT TIME & SCHEDULING

CONTRACT TIME for this project will be 75 calendar days. Calendar Day is defined as each and every day shown on the calendar, including weekends and holidays. It is anticipated that the Notice to Proceed will be issued on or about **August 26th, 2019.**

Approximately 7-14 calendar days before construction commences, the Contractor will be provided with an initial list of work locations. The City reserves the right to prioritize work locations. The Contractor shall provide a complete SCHEDULE for the initial construction projects within 72 hours.

Schedule changes shall be provided to the Construction Inspector each Monday by 10:00 a.m. Updates and changes shall be distinguished from previous schedules.

Throughout the duration of the Contract, the City will provide the Contractor with additional project locations if there are any. These additional locations shall be provided to the contractor on a periodical or as needed basis. The City will make every effort to collect multiple work sites before submittal to the contractor. The Contractor shall provide a SCHEDULE for each successive submittal within 48 hours of this communication. The city reserves the right to coordinate quicker, “next day” mobilization of forces with the contractor if safety issues arise within the City of Greeley.

Every effort shall be made by the Contractor to complete the project within the “Contract Time.” The “Contract Time” anticipates “Normal” weather and climate. The Contractor’s schedule must anticipate normal adverse weather delays on all weather dependent activities. For additional information regarding adverse weather see Article 32, “Extension of Time” in the General Conditions.

All streets will remain open to traffic. The Contractor must allow for this when scheduling his work. The Contractor is limited to working normal business days/ hours, 7:00 a.m. to 5:00 p.m. If the Contractor chooses to work outside these normal business days/hours, a request must be made to the City 48 hours prior. If the request is approved, there will be a deduction from the final pay estimate to cover inspection costs. For one Construction Inspector working overtime on a job, the Contractor will be charged \$75.00/hr. This deduction may be waived partially or in its entirety, at the discretion of the City, based on unusual or special circumstances.

PRE-CONSTRUCTION MEETING

The date for the pre-construction meeting will be announced after the bids are opened and the contract has been awarded. The Contractor will be expected to present to the City of Greeley the following items at the pre-construction meeting:

- 1) Traffic Control Plan
- 2) Copy of Concrete Design Mixes
- 3) Material Suppliers’ List
- 4) Subcontractor List

- 5) Copy of the Traffic Control Supervisor's Certification
- 6) Materials Sources
- 7) Bar graph construction schedule in accordance with General Conditions Article 21.1

The Contractor's Crew Supervisor is **required** to attend the pre-construction meeting. Crew Supervisor is described as that individual who will directly supervise the on-site demolition/construction crew members. Personnel changes may result in project delay.

The Contractor is required to operate and maintain a working and responsive local telephone number until completion of the contract. This telephone number and a contact name will be printed on all notification pamphlets. Do not place pamphlets in mailboxes.

CREW SUPERVISOR

The Contractor's Crew Supervisor designated at the pre-construction meeting shall be within a reasonable travel distance to all work sites during construction. Due to the nature of this program, a number of sites may have activity at any one time. At all times, the Crew Supervisor, or a designee appointed to make final decisions on behalf of the contractor, shall be available within 30 minutes to any active construction site. Because the City contact is English speaking, the Crew Supervisor, or the appointed designee, must be capable of communicating with the City contact in English.

SUMMARY OF WORK

Work shall conform to the Summary of Work items outlined in the City of Greeley Streets Design and Construction Standards – Section 01010 Summary of Work, except as modified herein.

PERMITS

Conform to Greeley Streets Standards - Section 01010 Summary of Work. Fees for City permits will be waived (Fees for City's CONTRACTOR License application will not be waived).

CONTRACTOR USE OF SITE

The CONTRACTOR shall, at all times, so conduct his work as to ensure the least possible inconvenience to the general public and adjacent property owners to the project site, and to ensure safety of persons and property. Fire hydrants on or adjacent to the Work shall be kept accessible to firefighting equipment at all times. Temporary provisions shall be made by the CONTRACTOR to ensure the use of access roads / driveways to adjacent properties.

The work for this project is located adjacent to Maplewood Elementary School. The CONTRACTOR shall be aware that work may slow down or stop during school drop-off and pick-up times, and shall instruct his crew to accommodate pedestrians with safety in mind.

Full closure of any road is not allowable unless special approval is granted by the City.

The CONTRACTOR shall submit for approval: a Traffic Control Plan conforming to MUTCD Standards, Greeley Streets Construction Specification 01010, and Greeley Regulations for Street Construction, Section G Traffic Control prior to initiating construction. Any temporary pavement markings shall follow Greeley Streets Construction Specification 02618.

The contractor shall give residents a minimum of 48 hours notification of potential utility disruptions.

CONTRACT TIME, LIQUIDATED DAMAGES, DELAYS

The entire project shall be at Substantially Complete within ninety (90) calendar days from the date of the Notice to Proceed. The CONTRACTOR shall complete the following work in order for the project to be considered Substantially Complete:

- Storm sewer main installation of 18" Class-III RCP.
- Storm drain lateral installation of 18" Class-III RCP.
- Three (3) manholes
- Four (4) inlets
- One concrete forebay
- Curb, gutter, and sidewalk installation completed in accordance with the PLANS.
- Backfill and compaction of trenches and excavation.

Liquidated damages will be withheld from final payment to the CONTRACTOR for each day that the entire project's substantial completion is delayed beyond the contract date. Liquidated damages will be determined in accordance with CDOT Standard Special Provisions Section 108.09 (2017) and shall not exceed one thousand dollars (\$1,000) per calendar day. This daily charge will be deducted from any money due the CONTRACTOR. Liquidated damages are based on additional costs to the City of Greeley for delay of project completion and are not a "late penalty."

The CITY will not be responsible for any delays due to failure on the CONTRACTOR's part to notify utility companies of conflicts. The CONTRACTOR shall contact the utility companies before construction.

WORKING HOURS

The CONTRACTOR shall restrict working hours to between 7:00 am and 5:00 pm on normal City of Greeley business days unless prior approval has been obtained from the City. Costs incurred by the City to inspect, test, or oversee work performed outside these hours will be deducted from progress payments to the CONTRACTOR through the project's final change order. Hourly rates per individual are as follows:

- Project Manager - \$95; Construction Inspector - \$75; Technician - \$60; and Surveyor - \$50.

PROJECT WORK SCHEDULE

The CONTRACTOR is responsible for submitting an updated schedule to the City at weekly

progress meetings, with each pay request or at the request of the CITY for the duration of the project. Failure to do so will delay payment.

NOTIFICATION

The Contractor is required to post on all properties adjacent to any construction site a notification pamphlet 72 hours prior to commencement of work at that site. An exception to this is in the case of complete driveway or entrance closures. In these cases, notification to the affected property owners or businesses must be delivered a minimum of one week prior to the closure. A copy of the Contractor's proposed **Notification Pamphlet** will be reviewed at the Preconstruction meeting for content and acceptance. *Notification pamphlets shall include the Contractor's contact information with a primary contact name and local (toll free) phone number.* The pamphlets will only be delivered between the hours of 8:00 a.m. and 6:00 p.m. When delivering the pamphlets, the Contractor shall contact the resident or business to advise them what will be happening at their property. When businesses are affected, Contractor is to hand-deliver the notification pamphlet to either the business *owner*, or some other employee *in responsible charge* of the business. If there is a subsequent delay to the scheduled work time due to poor weather, equipment breakdowns, and/or other causes, the Contractor will post at the affected properties a revised notice informing property owners of the delay with an updated construction schedule. Do not place pamphlets in mailboxes.

VEHICULAR ACCESS

Driveways and other vehicular access points will be closed for a minimum amount of time, but shall in no case be closed longer than seven calendar days without the approval of the City. The Contractor will coordinate commercial driveway and major access closures (such as multiple family entrances) with property owners one week prior to construction by written notification, with final approval by the City. If directed by the City, individual driveways and other concrete may be required to be open within 24 hours of placement. At such locations, an appropriate High Early Strength (HES) concrete mix may be required. When used at the direction of the City, HES concrete will be paid for at the Unit Bid Price.

PROTECTION OF EXISTING UTILITIES / UTILITY COORDINATION

Protection of existing utilities and coordination with utility companies shall be in accordance with DCCS - Streets Section 01010. Such additional coordination shall not be paid for separately, but shall be included with the Work.

The CONTRACTOR is responsible for field verifying the location of utilities within the project limits and immediately notifying the City of Greeley of any potential discrepancies or conflicts between the Work and the existing utility.

The city has not allowed for any damage costs to the adjacent utilities. There are a number of utility lines adjacent to or crossing the storm sewer alignment. The CONTRACTOR shall take all sufficient precautionary measures to protect utilities. CONTRACTOR shall be prepared to assist various utility entities with the preservation or relocation of their utility.

The CONTRACTOR shall locate Water and Sewer utilities, including services, by potholing per Water and Sewer Standards. The CONTRACTOR shall minimize residential service

disruptions to the greatest practical extent, and notify the City inspector 48-hours in advance of any planned service shutdown. The contractor shall require all necessary permits, locate utilities, excavate all materials of whatever character required to expose the utilities, survey the location of the utilities, and backfill the excavation to existing grade lines with the excavated or other approved materials. The contractor shall use extreme caution during this work. All damage to existing utility lines or adjacent facilities shall be repaired promptly at the CONTRACTOR'S expense.

Two ductile iron water lines cross the proposed storm drain alignment. The CONTRACTOR shall be responsible for protecting these water lines. The CONTRACTOR shall contact Chris Dash (970) 350-9345 of the City of Greeley Water Department prior to completing any work associated with the Water Distribution system.

One gas service will require relocation at new storm drain crossings. The CONTRACTOR shall contact Curtis Rau (970-304-2089) with Atmos Energy a minimum of 14 days in advance of construction or utility disruption to coordinate gas line relocation by an Atmos Energy crew. The CONTRACTOR shall prepare a trench width and depth required by Atmos to complete the work. Work to accommodate gas line relocation shall not be paid for separately, but shall be included with the Work. Atmos will require a trench measuring no less than 5 feet horizontally by 7 feet beyond the storm line centerline to complete lowering of the gas lines at the requisite depth. The CONTRACTOR shall allow no less than four hours for Atmos Energy to complete gas line relocation.

Fiber optic communication lines cross below new storm drain laterals and will require consideration during trenching. The CONTRACTOR shall contact James Black (719-216-8508) with Zayo Group a minimum of 7 days in advance of construction or utility disruption to coordinate fiber optic standbys alongside construction activities.

PERMANENT STREET SIGNAGE

Permanent street signage work will be done by the City of Greeley at no cost to the Contractor. Removal of all signs will be coordinated with the City. The Contractor shall not remove any City signs. **It shall be the responsibility of the Contractor to notify Traffic Services at 350-9355 when street and traffic signs are ready to be removed or permanently re-set (48 hours prior to removal of traffic control devices).** Prior to any removals, Contractor is to note and document any pavement and curb markings that may be removed or obliterated by construction activities.

RIGHT OF WAY

All construction shall be confined to the area(s) identified on the PLANS and located within City of Greeley right-of-way. Any unauthorized disturbance occurring outside these limits shall be restored to its original condition (or better) at the CONTRACTOR'S expense.

CONSTRUCTION STAKING

The CONTRACTOR will provide all construction staking for the project. All surveying and staking shall be performed under the supervision of a Colorado licensed surveyor. The CONTRACTOR will also provide an as-built survey upon completion of the project. As built survey shall include providing the City georeferenced shapefiles of installed storm drain infrastructure and include all invert elevations as constructed.

CONSTRUCTION MATERIALS SUBMITTALS

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. The CONTRACTOR shall submit to the City manufacturers' information and certification that all materials conform to materials specifications for the following items before confirmation of orders:

1. 18" Reinforced Concrete Pipe
2. 12" PVC pipe
3. Shop Drawings – Type 3 Inlets and Manholes (if precast)
4. Pipe bedding materials
5. Miscellaneous Metals such as grates, frames, detectable warnings, etc.
6. Structural fill
7. Curing compound
8. Concrete Mix Design
 - a. Structural Concrete
 - b. Curb and Gutter
 - c. Flowable Fill
 - d. Flash fill
 - e. Grout

CONSTRUCTION

Subgrade shall be accepted by the City prior to placement of any concrete.

The Contractor must possess and use a stamp that includes the Contractors name and the year in which the work is being done. The stamp will be used to stamp the concrete to permanently identify the Contractor that performed the concrete work. Locations will be as directed by the City. The Contractor will not be allowed to place concrete until the City has approved the stamp for use.

The Contractor will cleanly remove only enough existing asphalt to allow for installation of formwork. Contractor will be careful that subgrade exposed by excavations or removals does not become saturated or overly wet. Any subgrade materials that become unstable or are unable to obtain proper compaction due to the entry of excessive moisture must be excavated, replaced with suitable material, and approved by the City. Additionally, removal of existing work may be required to ensure all damaged subgrade is removed and replaced. No additional payment will be made for this work.

Hot-mix asphalt shall be placed, by contractor, to fill the void remaining after removal of formwork until a permanent Asphalt Patch is placed by others.

All concrete edges will be formed unless allowed or directed otherwise by the City. The new work will be cured and protected by the Contractor from bikes, animals, foot traffic, vandalism, etc. until the concrete has reached a stage where it cannot be defaced or marred. New work left unattended and disfigured or defaced may be cause for the work to be rejected at the discretion of the City and replaced at Contractor's expense.

The City of Greeley strongly recommends the use of an approved concrete sealer, even when not required by City Standards, to protect the Contractor's work which will be exposed to salts, chemicals, or other elements. The City's approval of a particular sealer does not relieve the Contractor of any Warranty responsibilities (see below). Areas where the existing concrete has heaved or where, in the opinion of the City, newly placed concrete has the potential to heave, shall receive special sub-base treatment. These areas will be over excavated a minimum of 8 inches and the void filled with an approved Compacted Stabilization Material; such as, Cl. 6 ABC, recycled crushed concrete or MGPEC Road Base, as directed by the City. The over excavation will be included in the cost of the concrete work unless the excavation exceeds one foot.

The Contractor will protect the asphalt (both existing and new) from solvents and oils. Equipment leaking any fluid will be removed from the work site immediately and may not be returned to the work site until all leaks are repaired. If any piece of equipment leaks fluid a second time, it will be removed from the work site immediately and will not be allowed on the work site again for the remainder of the project.

Barricades and signage shall remain in place during the course of the work or until concrete reaches 80% of design strength. Contractor is to provide 48-hours' notice to the City of when barricades and signage are expected to be removed.

Each work site will be cleaned and have traffic control removed within seven days of final concrete placement. Forms will be removed, concrete debris will be picked up, the work area will be swept, sprinklers will be raised, replaced or repaired, voids will be filled and/or sodded, and all other work related to cleanup, irrigation, and landscape repair will be completed to the satisfaction of the City.

GRADING

Costs associated with **Unclassified Excavation** will be included in the unit price of the concrete work and will not be paid for separately. The exception to this would be if an area requires excavations greater than one foot to encounter acceptable subgrade material, or where no concrete items exist and are scheduled to be placed in this contract (no removals of concrete needed). Excavations of type will be paid for under **Unclassified Excavation**. Payment for the excavation over one foot will be paid for at the Unit Bid Price. **Compacted Stabilization Material** to replace Unclassified Excavation greater than one foot deep will be paid for at the Unit Bid Price.

SCALE TICKETS

The CONTRACTOR shall provide certified scale tickets for each truckload 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 at the time material is delivered to the site.

MATERIALS TESTING

MATERIALS, ACCEPTANCE AND QUALITY CONTROL TESTING

The CONTRACTOR shall submit bills of lading or invoices for materials of importance, such as concrete reinforcement bars or RCP as the material is received. Failure to submit requested documents may result in refusal of payment for appropriate bid item.

The CITY will provide project acceptance and material testing to the extent the City deems necessary

for project acceptance. The CONTRACTOR shall coordinate with the CITY as to when the work is ready for acceptance testing. The CONTRACTOR shall assist City in obtaining samples for testing. Uncover and recover at no cost to the CITY any work buried prior to acceptance tests and approvals to allow CITY to test.

The CONTRACTOR shall be responsible for costs associated with re-testing materials that failed acceptance tests. Testing for construction quality control such as establishing roller patterns, backfill moisture content, embankment compaction and the like is the responsibility of and shall be provided by the CONTRACTOR.

Do not use any materials or equipment represented by samples until tests, if required, have been made and the materials or equipment found to be acceptable. Any product which becomes unfit for use for any reason after being found acceptable shall not be incorporated into the work.

Tests shall be made by an accredited testing laboratory selected by the CITY. Except as otherwise provided, sampling and testing of all materials and the laboratory methods and testing equipment shall be in accordance with the latest standards and tentative methods of the American Society for Testing Materials (ASTM), and the American Association of Highway and Transportation Officials (AASHTO).

Where additional or specific information concerning testing methods, sample sizes, etc., is required, such information is included under the applicable sections of the Specifications. Any modification of, or elaboration on, these test procedures which may be included for specific materials under their respective sections in the Specifications shall take precedence over these procedures.

Written reports of tests and engineering data furnished by CONTRACTOR for CITY's review of materials and equipment proposed to be used in the work shall be submitted as specified for Shop Drawings.

The testing laboratory retained by the CITY will furnish three (3) copies of a written report of each test performed by laboratory personnel in the field or laboratory - two (2) copies of each test report to the CITY and one (1) copy to the CONTRACTOR within seven (7) days after each test is completed.

Refer to the City of Greeley's Design and Construction Standards for the Quality Control testing Schedule for this project.

WARRANTY

CONTRACTOR is responsible for providing a **TWO-YEAR** warranty to the City of Greeley for all work completed under this contract. The City will establish the beginning of the TWO-YEAR warranty period with the issuance of the Certificate of Final Acceptance. If the concrete fails, spalls, or deteriorates during the first or second year, the CONTRACTOR shall replace concrete under this warranty. Warranty work will be completed according to these contract Special Provisions and within 30 days of written notification by the City of Greeley. See Article 11, "Warranty of Work" in the General Conditions for additional information. **The CITY will grant no waiver of permit fees for Warranty work.**

EXCESS MATERIAL

The CONTRACTOR shall legally dispose of all material removed from the project which is deemed unusable by the CITY. The CONTRACTOR shall legally dispose of, off the project site, all designated excess material at no additional cost to the City.

During the installation of the Work, excavated earthen material is to be stockpiled onsite or to a site approved by the CITY. Leftover clean earthen material remaining after the installation of the Work shall be disposed of at the Bestway Site (139 35th Avenue).

At the end of each work week, the contractor shall remove all stockpiled excess earthen material to a site approved by the CITY, or to the Bestway Site. Additionally, no stockpiled material shall limit access to driveways or alleys at any time during construction. The CONTRACTOR shall minimize disruption to local parking and shall seek CITY approval for all parking disruptions associated with the PROJECT.

PERMANENT ASPHALT PAVEMENT PAVING AND PATCHING COORDINATION

The City's Asphalt Pavement contractor (Martin Marietta or Greeley Streets Dept.) will complete pavement paving and patching. It is the responsibility of the CONTRACTOR for this project to ensure all sub-grade is compacted per City Specifications, in preparation for the placement of asphalt pavement by the City.

The CONTRACTOR shall not harm or damage asphalt outside the limits of disturbance as marked on the PLANS. Any asphalt damage outside the limits of disturbance shall be repaired at the CONTRACTOR'S expense. The CONTRACTOR shall also limit asphalt removal for utility trenches to the maximum extent practicable. Excess asphalt removed outside the limits shown on the drawings shall be repaired at the CONTRACTOR'S expense.

TEMPORARY PATCHING

Temporary Patching shall be the CONTRACTOR's responsibility,

SURFACE AND GROUND WATER CONTROL

For all excavation, the CONTRACTOR shall provide suitable equipment and labor to remove water, and they shall keep the excavation dewatered such that construction can be carried on under dewatered conditions where required by the Drawings and Specifications. Water control shall be accomplished such that no damage is done to adjacent infrastructure or structures. The CONTRACTOR is responsible for investigating and familiarizing himself with all site conditions that may affect the work including surface water, level of groundwater and the time of year the work is to be done. All excavations made as part of dewatering operations shall be backfilled with the suitable material, as determined by the CITY, and compacted to 95% of Maximum Standard Proctor Density (ASTM D698) except where replacement by other materials and/or methods are required.

The CONTRACTOR shall conduct his operation in such a manner that storm or other waters may proceed uninterrupted along their existing drainage courses. By submitting a bid, the

CONTRACTOR acknowledges that he has investigated the risk arising from such waters and has prepared his bid accordingly, and assumes all of said risk. At no time during construction shall the CONTRACTOR affect existing surface or subsurface drainage patterns of adjacent property. The CONTRACTOR shall repair any damage to adjacent property resulting from the CONTRACTOR's alteration of surface or subsurface drainage patterns at no additional cost to the CITY.

CONTRACTOR shall remove all temporary water control facilities when they are no longer needed or at the completion of the project.

Pumps and generators used for dewatering and water control shall be quiet equipment enclosed in sound deadening devices.

The CONTRACTOR shall coordinate, evaluate, design, construct, and maintain temporary water conveyance systems. A water control plan shall be submitted to the City for approval prior to construction. These systems shall not worsen flooding, alter major flow paths, or worsen flow characteristics during construction. The CONTRACTOR is responsible to ensure that any such worsening of flooding does not occur. The CONTRACTOR is solely responsible for determining the methods and adequacy of water control measures.

The CONTRACTOR shall be responsible for planning for and implementing a storm sewer diversion along the pipe main alignment. Temporary conveyance systems should be designed to safely convey this discharge, without harming public or private property or new utility installations, in addition to any surface water flows expected as part of a rainfall or irrigation event. Temporary provisions shall be made by the CONTRACTOR to insure the use of access roads / driveways to adjacent properties.

The CONTRACTOR will be responsible for diverting the quantity of surface flow around the construction area so that the excavations will remain free of surface water for the time it takes to install these materials, and the time required for curing of any concrete or grout. The CONTRACTOR is cautioned that the minimum quantity of water to be diverted is for erosion control and construction purposes and not for general protection of the construction-site. It shall be the CONTRACTOR's responsibility to determine the quantity of water which shall be diverted to protect his work from damage caused by storm water.

The CONTRACTOR shall, at all times, maintain a flow path for all surface flow. The CONTRACTOR shall provide a contingency plan for flooding during project construction. Temporary structures such as berms, sandbags, pipeline diversions, etc., may be permitted for the control of channel flow, as long as such measures are not a major obstruction to flows and do not worsen flooding, or alter historic flow routes.

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

SEDIMENT AND EROSION CONTROL

The CONTRACTOR is responsible for implementing all drainage and erosion control Best

Management Practices (BMP's).

The CONTRACTOR is responsible for control and routing of storm water runoff draining onto and from the construction area to prevent erosion, pollution, or other damage and shall comply with City of Greeley Environmental Municipal Construction Best Management Practices (BMP) (attached) including requirements for saw-cutting and concrete placement.

The CITY will perform regular inspections and will inform CONTRACTOR when maintenance of items or additional items is required. All maintenance or replacement of items will be accomplished within 24 hours of notice from City.

The CONTRACTOR shall coordinate with City representative for approval of the method of bypassing existing flows of water around the construction area.

The CONTRACTOR shall coordinate with City representative for approval of protection of stockpiles of excavated material and bedding material, particularly where located on asphalt surfaces.

The CONTRACTOR shall use mobile Concrete Washout bins exclusively, as noted within the SWMP. No conventional washout pits will be allowed. One mobile Concrete Washout bin will be required on-site at all times.

REINFORCED CONCRETE PIPE

All Reinforced Concrete Pipe (RCP) shall meet ASTM C-76, including ASTM C-443 configuration gasketed storm sewer joints. The pipe load classification shall be Class III.

MANHOLES

The City of Greeley has reserved manhole rings and covers for use in this project. The CONTRACTOR shall coordinate transference of rings and covers with the CITY. The CONTRACTOR shall not consider ring and cover costs in the bid items for the Work. Manholes shall be finished a minimum of 4 inches below finished grade surface. Manholes will be raised by the City of Greeley after pavement overlay is completed on a separate contract.

TREES & LANDSCAPING

CONTRACTOR shall document the condition and type of landscaping in all areas to be disturbed prior to commencing work, either through video or photographs. Should the CONTRACTOR damage existing landscaping outside the project limits of construction as defined in the DRAWINGS, landscaping shall be restored to pre-existing conditions or better by the CONTRACTOR at the CONTRACTOR's expense.

If tree roots (within 10' of the trunk of any tree) will be cut or damaged, CONTRACTOR must contact Greeley Forestry at 970-339-2436 prior to such work. Access routes to the work area over the root zones of mature trees will be prohibited without providing proper compaction mitigation measures. Any necessary excavation, as approved by Greeley Forestry staff, will require cutting of large roots (>2" diameter) with a saw except as specifically approved by the

CITY.

PAYMENT

Monthly payments will be made in conformance with the General Conditions of this contract unless otherwise approved by the Project Manager. Actual payments will be based upon mutually accepted As-Built quantities. The As-Built quantities will be determined in the field with measurements jointly collected by the Construction Inspector and the CONTRACTOR. No payment will be made on work sites that have not been completed, including clean up.

Removals not shown on the PLANS or marked as such by the CITY will not be paid for unless first authorized by the CITY.

BID ITEMS - GENERAL DESCRIPTION OF MEASUREMENT AND PAYMENT

The work performed under this Agreement shall be paid for on both a Unit Price basis and Lump Sum basis for individual line items at the rates for the respective items on the Bid Schedule. The quantities provided on the Bid Schedule are only estimates of the actual quantities of the work to be performed, and are only included for purposes of making the award and establishing a basis for estimating the probable cost of the work. The actual amounts of work performed and materials furnished for unit price bid items may differ from the estimated quantities. The basis of payment for work and materials bid as a unit price will be the actual amount of approved work done and materials furnished. Any quantity overages shall be first approved by the City prior to this work being completed.

Payment shall be made only for those items included in the Bid Schedule. All costs incurred shall comply with the provisions of these Specifications and shall be included in the unit price bid for the associated items in the Bid Schedule. Except as may be otherwise stipulated, no material, labor or equipment will be furnished by the OWNER. The quantity of work which will be considered for payment is the actual number of units completed in accordance with all relative Specifications. This basis of measurement and payment for each proposal item will be described below. The following provides a general listing of contract bid items along with a brief summary of the work and materials included, but not limited to, in the unit price or lump sum price for each bid item. Refer to the Specifications and PLANS for additional information.

PAY ITEMS

1. Mobilization

Specification - Conforms to CDOT Section 626 – Mobilization.

- A. No unit measurement for payment will be made for any of the work, materials, and equipment required for mobilization and field overhead. This work consists of the mobilization of personnel, equipment and supplies at the project site in preparation for work on the project. This item shall include the establishment of the CONTRACTOR'S offices, buildings and other necessary facilities, and all other costs incurred or labor and operations which must be performed prior to beginning the other items under the Contract. This item shall also include temporary fencing around project work and driving areas, and any other fencing/security items as deemed necessary by the CONTRACTOR. This item also includes obtaining permits and CONTRACTOR testing, including but not limited to the required Stormwater

Discharge due to Construction Activities Permit and the Construction Dewatering Permit from the Colorado Department of Health. This item may also include provision of required bonds, insurance, and preparation of the project schedule. The removal of the CONTRACTOR's equipment, supplies, excess materials, and cleanup of the site are also included in this item.

- B. Payment will be made as the work progresses. Fifty percent (50%) of the lump sum bid price will be paid at the time of the first monthly progress payment. An additional thirty percent (30%) will be paid when one-half the original contract amount is earned. The remaining twenty percent (20%) will be paid upon final acceptance of the project.

2. Traffic Control

Specification - Conforms to MUTCD Standards; Greeley Streets Construction Specification 01010 - Greeley Regulations for Street Construction, Section G Traffic Control; Greeley Streets Construction Specification 02618 – Pavement Marking Standards.

- A. No separate measurement for payment will be made for any labor, equipment, and materials required for this item. The lump sum price will include all of the CONTRACTOR's costs. This BID item includes, but is not limited to: Preparing, implementing, adjusting as necessary, and maintaining the CONTRACTOR's approved Traffic Control Plan; Updating and submitting traffic control PLANS, as necessary, according to city, county, and other applicable regulations; Preparing, implementing, maintaining, and adjusting, as necessary, pedestrian controls; Providing all other related and necessary labor, equipment, pavement markings, and materials to complete the WORK
- B. Payment will be made for complete work as a Lump Sum (LS). Payment will be made as work progresses. Fifty percent (50%) of the lump sum bid price will be paid when twenty five (25%) of the original contract amount has been earned; an additional thirty percent (30%) will be paid when fifty percent (50%) of the original contract amount has been earned; and the remaining twenty percent (20%) will be paid upon final acceptance of the project.

3. Stormwater Management/Erosion Control

Specification - Conforms to Greeley Stormwater Criteria – Section 13.0 – Construction Site Erosion and Sediment Control; Urban Drainage Flood Control District Specification – 01 57 19 Temporary Environmental Controls

- A. The measurement of this item will be on a lump sum basis. Work includes all equipment, labor, and materials required for the installation and maintenance of erosion and sediment control BMP's in accordance with the DRAWINGS and SPECIFICATIONS, or as otherwise directed by the CITY. Erosion and sediment control measures include (but are not limited to): maintaining an Erosion Control Supervisor; establishing, removing, and restoring to its original condition stabilized staging areas within City right-of-way; furnishing, installing, maintaining BMP's; disposing of all fencing and signage; furnishing and installing and disposing vehicle tracking control; storage devices; street sweeping; furnishing, installing and disposal of silt fence, inlet protection, rock socks, and sediment control logs; stockpile management; temporary diversion measures; concrete washout areas; and any additional erosion and sediment control BMP's as required by the City, permitting and preparation of all documents for required permits; inspecting and reporting; and maintain all erosion control BMP's throughout construction and in accordance with the DRAWINGS and

SPECIFICATIONS.

- B. Sediment control logs are required to be installed in disturbed areas of Luther Park at the outfall of the storm line. These shall not be paid for separately but shall be considered incidental to this pay item.
- C. Payment for Stormwater Management/Erosion Control will be paid for as a Lump Sum (LS) and will be based on percentage of work completed. This item will also include all other erosion control measures required. Fifty percent (50%) of the lump sum bid price will be paid at the time of the first monthly pay application; an additional thirty percent (30%) will be paid when fifty percent (50%) of the original contract amount has been earned; and the remaining twenty percent (20%) will be paid upon final acceptance of the project.

4. Construction Surveying and Staking (Including As Built Survey)

Specification - Conforms to CDOT Section 625 – Construction Surveying, with CDOT Standard Special Provision.

- A. No unit measurement shall be made for this item. Work includes providing all equipment, labor, and materials required to provide Construction Surveying for construction of all work items for the project including: Staking of horizontal and vertical alignments; overlot grading; subgrade elevations; off-sets; temporary control points; and re-establishment of land monuments. **Upon project completion, an as-built survey of the completed final grades and inverts along with all appurtenant features of the work should be completed and submitted to the CITY prior to final payment.** This shall include georeferenced shapefiles.
- B. The lump sum price bid shall include all of the CONTRACTOR's costs of whatsoever nature to perform the Construction Surveying as required for the construction of the Project in accordance with the PLANS and SPECIFICATIONS and shall include all of the CONTRACTOR's costs as required for production of the As Built drawings. Fifty percent (50%) of the lump sum bid price will be paid at the time of the first monthly pay application; an additional thirty percent (30%) will be paid when fifty percent (50%) of the original contract amount has been earned; and the remaining twenty percent (20%) will be paid upon final receipt and acceptance of the As-built survey.

5. Remove Curb and Gutter (0 to 2' pan) – This item includes Vertical-Face Curb and Gutter (Detail S-16); Median Curb and Gutter (Detail S-18); 6" Vertical-Face Barrier Curb (Detail S-18); Drive-Over Curb and Gutter (Detail S-15A); and includes sections with high-back curb and occasionally typical curb and gutter sections. Any excess width of pans over two-foot (2') wide will be paid for as denoted in Item No. 2. Paid for in linear feet (LF).

6. Remove Concrete Flatwork (Thickness Varies) – Includes all concrete sidewalks, driveways, alley aprons, access ramps, cross pans, aprons, and concrete pavements and any portion of a gutter pan in excess of the typical two-foot (2') wide gutter pan normally associated with "curb and gutter." Paid for in square yards (SY).

7. Concrete Sawcut Demo – Saw cut shall be paid by the linear foot (LF) and only in those areas not being removed at an existing control and / or construction joint. Saw cuts at existing control

joints will not be paid for unless specifically requested by the City of Greeley's Inspector.

8. New C&G 0-2' Pan (i.e. Vertical Curb and Gutter: Sim to S-16) – This item shall be paid for in linear feet (LF) and shall encompass any curb up to 6" in height and up to a gutter width of 2 feet. See Standard Detail Nos. S-16 and S-18.

9. New High Back Curb and Gutter (8" and above) – This item shall be paid for in linear feet (LF) and shall encompass any curb and gutter with a vertical face 8 inches or higher.

10. 24 Hour High-Early Mix – Up Charge – If directed by the City, individual driveways and other concrete may be required to be open within 24 hours of placement. At such locations, an appropriate High-Early Strength (HES) concrete mix may be required. When used at the direction of the City, HES concrete will be paid for at cubic yards (CY). Written permission from the Construction Inspector or the Project Manager is required prior to installation.

11. New 4" Concrete – In general this thickness shall include items; such as, sidewalks, (those similar to, but not limited to, Standard Details S-16 and S-21). Payment is in square yards (SY).

12. New 6" Concrete – In general this thickness shall include items; such as, sidewalks (where vehicular traffic is possible), residential driveway aprons, curb ramps, concrete paving, etc., (those similar to, but not limited to, Standard Details S-11, S-12, S-12-4, S-13, S-14, S-16, S-21, S-26, S-27, and S-29). Payment is in square yards (SY).

13. New 8" Concrete – In general this thickness shall include items such as sidewalks (where vehicular traffic such as trash trucks is possible), cross pans, commercial driveway aprons, concrete paving, etc., (those similar to, but not limited to, Standard Details S-11, S-12, S-12-4, S-16, S-21, S-26, S-27, S-28 and S-29). Payment is in square yards (SY).

14. Unclassified Excavation – Costs associated with excavations less than one foot from bottom of concrete are included unit price of the concrete work and will not be paid for separately. The exception to this would be if an area requires excavations greater than one foot (1 ft.) from bottom of concrete to encounter acceptable subgrade material. At that point the over-excavation would be paid for cubic yards (CY). Also, as stated in section 18 of the Special Provisions, Unclassified Excavation will be paid for excavation needed to install new concrete flatwork where none had previously existed. (Install only concrete flatwork).

15. Compacted Stabilization Subgrade Import (6" Base) – Materials shall conform to the City of Greeley's Construction Specifications, Streets, Section 02229, Aggregate Base Course. Where possible we would recommend the usage of recycled crushed concrete. Contractor shall submit delivery slips to the City for reimbursement of this bid item. This bid item shall be paid for in ton units.

16. Major Re-landscaping (Sprinklers, etc.) -- Includes final grading or laying back of adjacent existing grades or other such re-shaping of an area to blend to and match the grade of the new Work. For grading to be considered for payment under this bid item, the extent of the re-grading must be such that equipment or machinery is required to perform the work.

Contractor shall notify residents, and in the case of rental units, the Property Owner as well, when areas are newly seeded or otherwise landscaped as a consequence of the work.

Contractor is to provide property owners with written recommendations on maintaining and caring for newly installed landscaping in order to ensure successful establishment of the new landscaping. A record of such notices and copies of same shall be kept by the Contractor and made available to the City when requested. Failure of the Contractor to maintain these records may result in Contractor replacing the landscaping at Contractor's own cost if the new landscaping fails to establish itself. Sprinkler System Repair includes the lengthening or shortening of line over five feet, installation of new heads (does not include replacement of heads damaged by Contractor), and removal and replacement of large sections of a system. For work to be paid for under this bid item, the City must authorize all work to Sprinkler System Repairs prior to making adjustments. Payment for Sprinkler System Repair will be paid for by the hour and includes all material, labor, and equipment costs. Minor sprinkler adjustments will be included in the cost of the concrete and will include shortening of lines, or lengthening the lines five feet or less, and raising or lowering sprinkler heads. Breakage by the Contractor to existing sprinkler heads or lines shall be repaired by the Contractor at no cost to the City or the property owner. Contractor is to notify the property owner 72 hours in advance when sprinkler adjustments, repairs, or replacements are scheduled. All sprinkler work is to be tested with the property owner present. The Owner may waive this requirement if unwilling or unable to be present. Contractor shall obtain this waiver in written form from the Owner.

- 17. Adjust Meter Pit** – Adjust up or down to finish grade not to exceed 1'.
- 18. Landscape Curb 0"–6"** – Per the detail attached to these Special Provisions. To be used only where directed in lieu of grading out finish grade to match new construction. Paid for in linear feet (LF).
- 19. Landscape Curb 7"–18"** – Per the attached detail to these Special Provisions. To be used only where directed in lieu of grading out finish grade to match new construction. Paid for in linear feet (LF).
- 20. Landscape Curb 19–48"** – Per the attached detail to these Special Provisions. To be used only where directed in lieu of grading out finished grade to match new construction. Paid for in linear feet (LF).
- 21. ADA Detectable Warning plates/domes** – shall be ADA compliant. The plates are to provide integral lugs or anchors such that anchorage is provided to mechanically secure the plates into the concrete. The plates are to be approved by the City prior to use. Detectable Warning Plates will be paid for by the square foot (SF). Detectable Warning Plates will be paid for in addition to the concrete into which they are set.
- 22. Tree and Root Pruning** – The Contractor must engage the services of a licensed arborist, as licensed by the City of Greeley Forestry Division, for all tree root pruning of roots larger than two inches in diameter. If the Contractor can satisfy the requirements of the City Forester by performing the work with Contractor's own personnel, the services of a licensed arborist may not be necessary. Root pruning only applies to live trees. Any other root removal shall be designated as incidental to subgrade preparation. This item shall be paid by the hour.
- 23. Colored Concrete (4 LB Max.) (Add On)** – Add-on cost per CY of any thickness concrete (based on 4 LB color).

24. Stamped Concrete (Add On) – Add-on cost per SY to any thickness of concrete (based on, but not limited to, a staggered brick pattern).

25. Portable Sanitary Station – Number and locations to be determined by Contractor based on number of simultaneous work sites and number of workers. Bid Price is lump sum for this single item, regardless of number of stations required and provided. Must be onsite 95% of the project duration.

26. 4" PVC Installed Under Sidewalk – At the discretion of the city inspector, the contractor will install PVC sleeves for sprinkler line tie-ins under the Work. Paid for in linear feet (LF).

27. Remove Existing Asphalt, and Subgrade Preparation for Replacement

Specification – Special Conditions - Greeley Streets Construction Specification 02220 – Excavation, Removals, and Embankment, Specification 02225 - Grading, Compaction Subgrade, and Unimproved Area Preparation

- A. Measurement for payment to Remove Existing Asphalt shall be made for each square yard of asphalt/pavement that is removed as shown on the DRAWINGS or approved by the CITY. The measurement for removal of existing asphalt will be made on a unit basis. The unit price bid for this item shall be full compensation for sawcutting, removing, hauling and disposal of asphalt and concrete pavement; and all necessary subgrade preparation. Replacement of asphalt and concrete pavement outside of the pay lines due to the CONTRACTOR's failure to protect existing, undisturbed materials shall not be paid for and shall be replaced at the CONTRACTOR's expense. All removed clean asphalt pavement material shall be hauled and disposed by the CONTRACTOR to the City of Greeley recycle storage area at the Best Way site (131 N. 35th Avenue). CONTRACTOR shall coordinate with Jerry Pickett with the City of Greeley (970) 350-9335 regarding the hauling and disposal of all material.
- B. Payment will be based on the number of square yards of item removed and disposed of at the time of each monthly progress payment.

28. Clearing and Grubbing (Remove ~1200 SF Sod)

Specification - Conforms to Greeley Streets Construction Specification 02220 – Excavation, Removals, and Embankment.

- A. The measurement for payment for this item will be lump sum based on BID item and in accordance with the DRAWINGS and SPECIFICATIONS. The payment shall be total compensation for all labor, equipment, materials, maintenance, and all incidentals necessary to prepare, implement, and conduct the clearing and grubbing, in accordance with the Drawings and Specifications, including all costs associated with the disposing of materials off-site.
- B. Payment will be made for complete work as a Lump Sum (LS). Pay will be based on percentage of work completed.

29. Remove Type 3 Inlet (H<5')

Specification - Conforms to Greeley Streets Construction Specification 02220 – Excavation,

Removals, and Embankment.

- A. Measurement for payment for these items will be per each item based on BID item and in accordance with the DRAWINGS and SPECIFICATIONS. No separate measurement for payment will be made for any labor, equipment, and materials required for this item. The unit price will include all of the CONTRACTOR's costs, which are not specifically measured and paid for under other BID items. This BID item includes, but is not limited to: Removing, hauling, and disposing of structures and obstructions including: existing pipe, culverts, inlets, concrete, sawcutting and removal of asphalt, and any structures and obstructions that interfere with the WORK; stockpiling of all salvageable inlet grates/hardware, manhole rings/covers (to be hauled by City Streets Department), Backfilling and compacting, placement of CLSM flow-fill after removal of inlets, structures and obstructions; Moisture conditioning of suitable backfill material; Restoring area, as required; Providing all other related and necessary labor, equipment, and materials to complete the WORK.
- B. Payment will be based on units removed and accepted.

30. Remove/Abandon 12" Storm Line

Specification - Conforms to Greeley Streets Construction Specification 02220 – Excavation, Removals, and Embankment.

- A. Measurement for payment to remove the existing storm sewer pipe shall be made for each linear foot of pipe removed or abandoned in place in accordance with the DRAWINGS and SPECIFICATIONS. The unit price bid for each item shall include all of the CONTRACTOR's costs of whatsoever nature. The price bid shall include: excavation; sawcutting; removal and disposal of discarded pipe; and, all other related and necessary materials, work, and equipment required to construct each item in accordance with the Drawings and Specifications.
- B. CONTRACTOR may select to physically remove existing storm drain or to crush existing pipe and backfill with suitable backfill material. This decision shall be agreed to by the City representatives, dependent on field conditions. Existing 12" concrete storm line is at similar elevation to proposed storm line and may be slightly shallower.

31. Remove 12" PVC

Specification - Conforms to Greeley Streets Construction Specification 02220 – Excavation, Removals, and Embankment.

- A. Measurement for payment to remove the existing storm sewer pipe shall be made for each linear foot of pipe removed in accordance with the DRAWINGS and SPECIFICATIONS. The unit price bid for each item shall include all of the CONTRACTOR's costs of whatsoever nature. The price bid shall include: excavation; sawcutting; removal and disposal of discarded pipe; and, all other related and necessary materials, work, and equipment required to construct each item in accordance with the Drawings and Specifications.

32. Flashfill 12" Storm Line

Specification - Conforms to Greeley Streets Construction Specification 02223 – Structural Backfill.

- A. The measurement for payment for Controlled Low-Strength Material (CLSM) Pipe Fill shall be the actual number of linear feet of storm line abandoned with CLSM material in accordance with the DRAWINGS and SPECIFICATIONS or as otherwise directed by the CITY. The unit price will include all of the CONTRACTOR's costs, including, but not limited to: furnishing, forming, and placing material; video inspection; installing the CLSM-controlled low strength material per manufacturer's specifications; installing a nonshrink grout and/or sandbag plug; field testing; subgrade stabilization; backfilling and compaction; and all other related and necessary labor, equipment, and materials to complete the work in accordance with the DRAWINGS and SPECIFICATIONS.
- B. Payment will be based on the actual number of linear feet of storm line abandoned and accepted at the time of each monthly progress payment.

33. Potholing

Specification – CDOT 203.05(g) – Embankment, Special Conditions

- A. The measurement for payment of this item will be on a per each basis. The unit price bid for potholing shall include all of the CONTRACTOR'S costs of whatsoever nature, including utility locating, excavation, backfill, asphalt replacement, and all other related and necessary materials, work, and equipment required to pothole in accordance with the DRAWINGS and SPECIFICATIONS, or as otherwise directed by the City of Greeley.

34. Install 4' MH (0-5')

Specification - Conforms to Greeley Stormwater and Sewer Construction Specification 02220 – Excavation, Removals, and Embankment, Specification 02223 – Structural Backfill, Specification 02225 - Grading, Compaction Subgrade, and Unimproved Area Preparation; Specification 02535 – Sanitary Utility Sewerage Manholes, Frames, and Covers; Technical Specifications 02635 Manhole Structures, 03151 Hydrophilic Rubber Waterstop, Section 03615 – Grout, Section 07905 – Joint Sealers for Precast Concrete Manholes

- A. The measurement for payment for the construction of the specified manhole will be per each individual structure, complete, and in place. The unit price bid per manhole shall include all of the CONTRACTOR's costs of whatsoever nature. The price bid shall include: excavation; hauling and disposing excess excavated trench material; furnishing, transporting, and installing all materials; sheeting and/or bracing; concrete; reinforcement, precast cones or flattop; brick, mortar, plastic joint sealant and grout; manhole steps, ring and cover; watertight manhole frame and bolted lid where required; constructing and shaping of the base invert including all pipe incorporated within the manhole; construction of required stub-outs and connections including pipe and plugs; removal of all sod and other surfacing material outside of the prescribed trench width; backfilling and compaction; furnishing and compacting imported backfill material if no suitable on-site material is available; hauling and disposal of excess excavated trench material; water control; and all other related and necessary materials, work, and equipment required to install the manhole complete in accordance with the DRAWINGS and SPECIFICATIONS.

CONTRACTOR shall have the opportunity to select either pre-cast or cast-in-place concrete. Selection shall be made in conjunction with City representatives, dependent on estimated schedule and cost.

- B. Payment shall be made for each manhole completed and approved in place at the time of each monthly progress payment.

35. Install Type 3 Inlet (H<5')

Specifications: Conforms to Greeley Stormwater and Sewer Construction Specification 02220 – Excavation, Removals, and Embankment, Specification 02223 – Structural Backfill, Specification 02225 – Grading, Compaction Subgrade, and Unimproved Area Preparation; Technical Specifications 03110 – Structural Cast-in-place Concrete Forms, 03151 Hydrophilic Rubber Waterstop, Section 03210 – Reinforcing Steel, 03300 – Structural Concrete, Section 03320 Construction Joints, Section 03350 – Concrete Finishing, Section 03390 Concrete Curing, Section 03615 – Grout, Section 07900 – Sealants, Section 07905 – Joint Sealers for Precast Concrete Manholes, Section 09985 – Structural Concrete Coating

- A. The measurement for payment for the installation of inlets shall be based on each inlet furnished and installed in accordance with the DRAWINGS and SPECIFICATIONS. The unit price will include all of CONTRACTOR's costs whatsoever, including: furnishing; transporting; and installing precast inlet structures; concrete, reinforcing steel, mortar and grout; forming; grate, frame and curb box or open throat box, flow-fill, any necessary connections; excavating, backfilling and compacting including imported backfill material if no suitable on-site material is available; Removing pavement, base course, subbase material, sod, and other surfacing material outside of the prescribed trench width which is not paid for under another section of these SPECIFICATIONS; landscaping; hauling and disposing excess excavated trench material; water control; and providing all other related and necessary labor, equipment, and materials to complete the WORK.

CONTRACTOR shall have the opportunity to select either pre-cast or cast-in-place concrete. Selection shall be made in conjunction with City representatives, dependent on estimated schedule and cost.

- B. Payment shall be made for each inlet completed and approved in place at the time of each monthly progress payment.

36. Install 12" PVC & One 45deg Elbow

Specification - Conforms to Greeley Stormwater and Sewer Construction Specification 02220 – Excavation, Removals, and Embankment, Specification 02223 – Structural Backfill, Specification 02225 – Grading, Compaction Subgrade, and Unimproved Area Preparation; Greeley Storm Drainage Construction Specification Section 6.0 Storm Drains

- A. The measurement for payment to install the reinforced concrete pipe will be per linear foot. The unit price bid per linear foot of pipe shall include all of the CONTRACTOR's costs of whatsoever nature required for constructing the specific pipeline. The price bid shall include: locating and protecting existing utilities in and along the pipe length; coordinating utility relocation by utility providers including providing sufficient excavation to complete

relocation; removing and disposing existing pipeline as required; furnishing, transporting, and installing all pipe and materials; adjusting location of existing small utilities, and valves; tapping, coring, and/or connecting to pipes or structures; furnishing and installing fittings or specials not otherwise provided for elsewhere in the Documents; jointing materials including: O-rings, gaskets, bolts, concrete encasement, concrete collars, connecting bands, pipe and joint wrap; locating wire and junction boxes; and other miscellaneous items as required to construct the specific pipeline; excavation; constructing the specific bedding including furnishing, placing, and compacting sand, gravel and rock, as required for bedding, protective coatings or wrapping; pipe casings backfilling including furnishing, transporting, and placing; method of backfill and compaction as specified; trench supporting; landscaping; protecting aboveground and underground utilities and service connections; disposing of debris and damaged materials; hauling and disposing of excess excavated trench material; water control; testing; inspecting; and, all other related and necessary materials, work, and equipment required to construct a complete operable pipeline in accordance with the DRAWINGS and SPECIFICATIONS.

- B. Payment shall be made for the number of linear feet completed and approved in place at the time of each monthly progress payment.

37. Install 18" RCP

Specification - Conforms to Greeley Stormwater and Sewer Construction Specification 02220 – Excavation, Removals, and Embankment, Specification 02223 – Structural Backfill, Specification 02225 - Grading, Compaction Subgrade, and Unimproved Area Preparation; Technical Specification 02610 – Reinforced Concrete Pipe

- A. The measurement for payment to install the reinforced concrete pipe will be per linear foot. The unit price bid per linear foot of pipe shall include all of the CONTRACTOR's costs of whatsoever nature required for constructing the specific pipeline. The price bid shall include: locating and protecting existing utilities in and along the pipe length; coordinating utility relocation by utility providers including providing sufficient excavation to complete relocation; removing and disposing existing pipeline as required; furnishing, transporting, and installing all pipe and materials; adjusting location of existing small utilities, and valves; tapping, coring, and/or connecting to pipes or structures; furnishing and installing fittings or specials not otherwise provided for elsewhere in the Documents; jointing materials including: O-rings, gaskets, bolts, concrete encasement, concrete collars, connecting bands, pipe and joint wrap; locating wire and junction boxes; and other miscellaneous items as required to construct the specific pipeline; excavation; constructing the specific bedding including furnishing, placing, and compacting sand, gravel and rock, as required for bedding, protective coatings or wrapping; pipe casings backfilling including furnishing, transporting, and placing; method of backfill and compaction as specified; trench supporting; landscaping; protecting aboveground and underground utilities and service connections; disposing of debris and damaged materials; hauling and disposing of excess excavated trench material; water control; testing; inspecting; and, all other related and necessary materials, work, and equipment required to construct a complete operable pipeline in accordance with the DRAWINGS and SPECIFICATIONS.
- B. Payment shall be made for the number of linear feet completed and approved in place at the time of each monthly progress payment.

38. Install 18" FES

Specification - Conforms to Greeley Stormwater and Sewer Construction Specification 02220 – Excavation, Removals, and Embankment, Specification 02223 – Structural Backfill, Specification 02225 - Grading, Compaction Subgrade, and Unimproved Area Preparation; Technical Specification 02610 – Reinforced Concrete Pipe

- A. The measurement for payment to install the reinforced concrete flared end section will be per each. The unit price shall include all of the CONTRACTOR's costs of whatsoever nature required for constructing the specific pipeline. The price bid shall include: locating and protecting existing utilities in the installation area; coordinating utility relocation by utility providers including providing sufficient excavation to complete relocation; removing and disposing existing pipeline as required; furnishing, transporting, and installing all pipe and materials; adjusting location of existing small utilities, and valves; tapping, coring, and/or connecting to pipes or structures; furnishing and installing fittings or specials not otherwise provided for elsewhere in the Documents; jointing materials including: O-rings, gaskets, bolts, concrete encasement, concrete collars, connecting bands, pipe and joint wrap; locating wire and junction boxes; and other miscellaneous items as required to construct the specific pipeline; excavation; constructing the specific bedding including furnishing, placing, and compacting sand, gravel and rock, as required for bedding, protective coatings or wrapping; pipe casings backfilling including furnishing, transporting, and placing; method of backfill and compaction as specified; trench supporting; landscaping; protecting aboveground and underground utilities and service connections; disposing of debris and damaged materials; hauling and disposing of excess excavated trench material; water control; testing; inspecting; and, all other related and necessary materials, work, and equipment required to construct a complete operable pipeline in accordance with the DRAWINGS and SPECIFICATIONS.
- B. Payment shall be made for the number of flared end sections completed and approved in place at the time of each monthly progress payment.

39. Install Forebay (Sheet 9 Detail)

Specification - Conforms to Greeley Stormwater and Sewer Construction Specification 02220 – Excavation, Removals, and Embankment, Specification 02223 – Structural Backfill, Specification 02225 - Grading, Compaction Subgrade, and Unimproved Area Preparation

- A. The measurement for payment to install the forebay will be per lump sum for the installation of the forebay per the contract details. The unit price shall include all of the CONTRACTOR's costs of whatsoever nature required for constructing the forebay. The price bid shall include: locating and protecting existing utilities in the installation area; coordinating utility relocation by utility providers including providing sufficient excavation to complete relocation; removing and disposing existing pipeline as required; furnishing, transporting, and installing all concrete, rebar, and pipe; excavation; protecting trees and cutting tree roots as required; disposing of debris and damaged materials; hauling and disposing of excess excavated trench material; water control; testing; inspecting; and, all other related and necessary materials, work, and equipment required to construct a complete operable pipeline in accordance with the DRAWINGS and SPECIFICATIONS.
- B. Payment shall be made per lumps sum, completed and approved in place at the time of each monthly progress payment.

40. Quality Control Standard Proctor- The test shall be all inclusive using AASHTO T99. Paid for per test.

41. Quality Control Soils Compaction- Embankment and Subgrade Soils Compaction; Tests shall meet % moisture, and % compaction thresholds set forth by proctor curve used by testing technician for acceptance. This proctor need not be site specific if similar soil conditions exist. Paid for per passing test.

42. Quality Control Concrete Test & Break Results- Concrete Sampling and Testing; Includes at a minimum temperature, slump, air and compressive strength (includes up to four cylinder breaks each). Paid for per test.

ATTACHED DOCUMENTS

The following documents shall be a part of the Special Provisions:

- StormWater Management Division Requirements – 1 page
- Street, Curb, and Gutter Replacement and Construction” – 1 page
- Landscape Curb detail – 1 page

DEPARTMENT OF PUBLIC WORKS STORMWATER MANAGEMENT DIVISION REQUIREMENTS: MANDATORY AS INDICATED BELOW

Activities such as asphalt application, slurry saw cutting, and directional boring can contribute high concentrations of toxic hydrocarbons, other toxic organic compounds, oils and greases, solids, and heavy metals to stormwater runoff. Concrete pouring can contribute suspended solids and heavy metals to stormwater runoff and cause pH increases in receiving waters.

The following Best Management Practices, (BMPs), or equivalent measures, methods, or practices are required if you are engaged in saw cutting, concrete pouring or asphalt application in right-of-ways within the City Of Greeley.

Slurry from Sawcutting:

Storm drains can carry saw cutting slurry and other pollutants from the streets and gutters directly to local waterways. This slurry can be toxic to fish and wildlife. The slurry can clog storm drains and catch basins which increase maintenance costs and could cause flooding.

If saw cut slurry from your job runs down the gutter uncontained, you have violated City Code. This also is a violation of state and federal regulations. Offenders may be subject to fines and clean-up costs.

Concrete Pouring and Asphalt Applications EFFECTIVE	Saw Cut Slurry And Directional Boring Mud
<p>. Use drip pans, ground cloths, and perhaps heavy plywood whenever concrete, asphalt, and asphalt emulsion chunks and drips are likely to fall unintentionally, such as beneath exit points from mixing equipment.</p> <p>. Place storm drain barriers or similarly effective containment devices over all nearby drains at the beginning of the work day. All accumulations of runoff, aggregate chunks, and other solids must be collected with a shovel or other mechanism for proper disposal at the end of the work day (or more frequently) prior to removing the containment device(s). Drain barriers and other containment devices are commercially available.</p> <p>. Contain and collect the slurry from exposed aggregate washing, where the top layer of unhardened concrete is hosed or scraped off to leave a rough finish. Use a storm drain barrier or other containment device, as mentioned above. All collected runoff must be properly disposed.</p> <p>4. Concrete and concrete pumping vehicles shall not, under any circumstances, discharge any concrete, slurry, or rinse water into street gutters, storm drains or drainage ditches, and detention ponds. <u>GREELEY CODE 14.16.170</u></p> <p>Designate a wash-out area on-site where cleaning of application and mixing equipment can take place and where the rinse water is controlled. It is also acceptable to dispose of rinse water and slurry in a hole in the ground big enough to contain the slurry and rinse material. Commercial products and services are also available for concrete, slurry, and rinse water disposal</p> <p><u>Routine Maintenance: Sweep the pouring area at the end of each day to collect loose aggregate chunks and dust. DO NOT hose down the area to a storm drain.</u></p>	<p><u>1. Block Gutters: EFFECTIVE IMMEDIATELY</u> Dam up gutters to contain slurry and minimize the containment area.</p> <p>Know the location of all nearby storm drain inlets, culverts, and catch basins through which slurry discharges may enter a waterway.</p> <p>If you are within access of a storm drain inlet, block the path to the nearest drain. Either divert flows or berm inlets to pool water away from the drains.</p> <p><u>2.Minimize Slurry Movement: EFFECTIVE IMMEDIATELY</u></p> <p>Slurry and sediment from saw cutting or boring operations should be confined to the immediate work area by using temporary berms, sand bags or diversion structures. Minimize the tracking of slurry off site by cars and pedestrians.</p> <p><u>3.Remove Slurry: MANDATORY JANUARY 1, 2005</u></p> <p>Efficiently and effectively collect and remove all slurry and runoff from the saw cutting operation as soon as possible. Be sure to include removal of any slurry collected in or near storm drain inlets by pumping to a collection vessel or using a wet/dry vac. It may be necessary to use a street sweeper or wash down the area and collect the water.</p> <p>No slurry or wash water is allowed to drain off site. Slurry and wash water may be disposed of on site, with owner's permission, where it can filter into bare soil. Otherwise, dispose of all collected slurry and wash water properly. One way is to allow collected slurry to settle and decant the water onto the ground or, <u>with approval, into the sanitary sewer. Contact Water Pollution Control Facility for approval at 350-9360. Must obtain approval prior to discharging to sanitary sewer.</u> Dispose of the solids appropriately.</p>

DO NOT HOSE DOWN WORK AREAS INTO THE GUTTER, STREET, OR STORM DRAIN. DO NOT WASH IT DOWN PAST THE PROJECT AREA WHERE IT BECOMES "SOME ONE ELSE'S PROBLEM".

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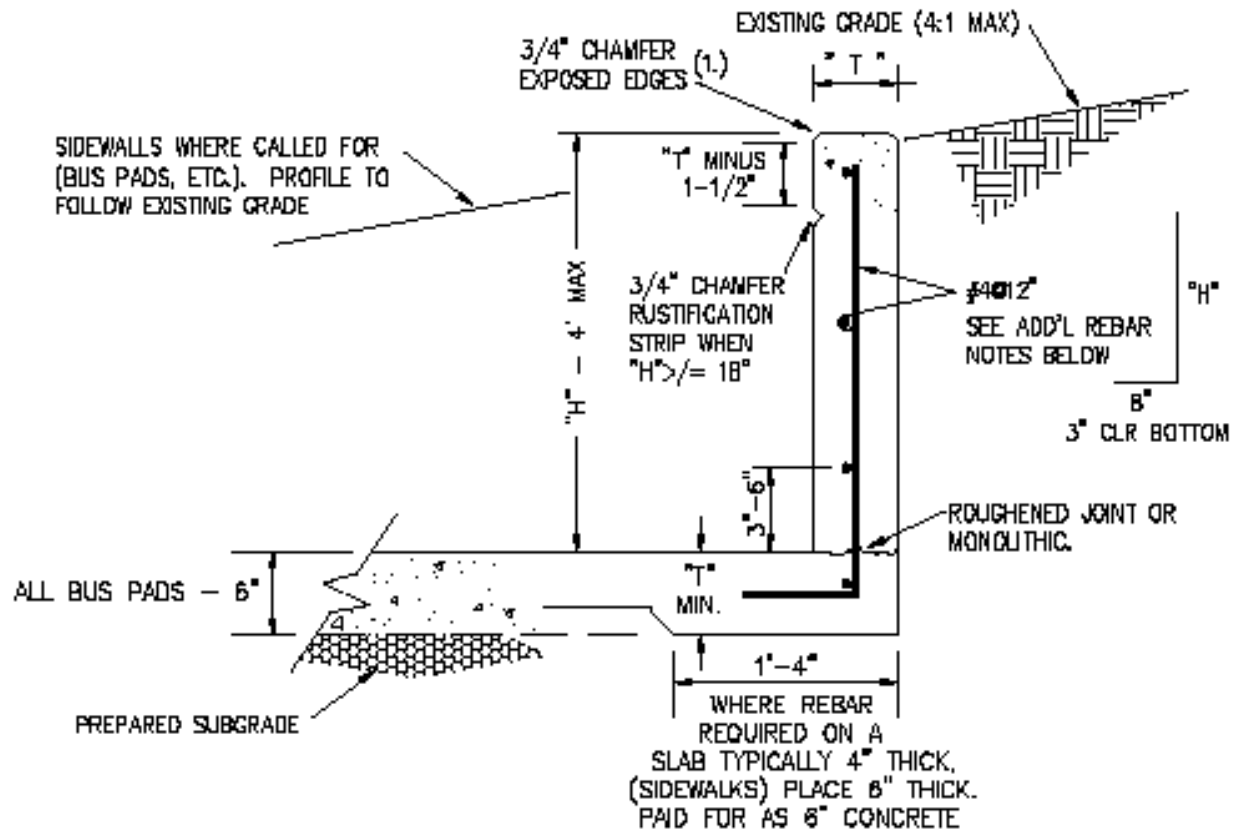
STREET, CURB, AND GUTTER REPLACEMENT AND CONSTRUCTION

Activities involving the replacement and construction of streets, curbs, and gutters have the potential to impact stormwater quality.

Materials involved in these activities should be used efficiently and disposed of properly.

- ☐ Applicable sediment and erosion controls should be installed; such as: inlet protection, silt fence, sediment traps, erosion control logs, check dams, and vehicle tracking control. Sediment and erosion controls will be installed and maintained in accordance with approved design criteria and/or industry standards.

- ☐ **When saw cutting, ensure that no slurry enters the storm drain.**
 - **Block gutters**
 - To contain slurry and minimize the containment area.
 - Protect inlets and pool water away from the drains.
 - **Minimize Slurry Movement**
 - Confine slurry and sediment from saw cutting to immediate work area by using temporary berms, sand bags, or diversion structures.
 - Minimize the tracking of slurry from the job site by cars and pedestrians.
 - **Remove Slurry**
 - Sweep or vacuum slurry and properly dispose of the sweepings or vacuum while saw cutting.
- ☐ Monitor construction equipment for leaks and use drip pans as necessary.
- ☐ Leaking material containers should be properly discarded and replaced.
- ☐ Store materials in containers under cover when not in use and away from any storm drain inlet.
- ☐ Wash out mixers, delivery trucks, or other equipment in the designated concrete washout area only.
- ☐ Locate concrete washout, portable toilets, and material storage away from storm drain inlets.
- ☐ Material stockpiles will not be stored in or near stormwater flow lines. Temporary sediment controls will be used during temporary, short-term placement while work is actively occurring.
- ☐ Sweep or vacuum the roadway as needed, during construction and once construction is complete.
- ☐ Best management practices will be periodically inspected and maintained as necessary.
- ☐ Where practicable, non-structural controls will be used, such as phased construction, dust control, good housekeeping practices, and spill prevention and response.
- ☐ Absorbent material should be kept on job site.
- ☐ **Concrete Work**
 - Minimize the drift of chemical cure on windy days by using the curing compound sparingly and applying it as close to the concrete surface as possible.
 - Ensure that there is a concrete truck washout area available or require the contractor to wash out at the batch plant.
- ☐ **Asphalt Work**
 - Control the placement of road base or asphalt used in embankments or shoulder backing; do not allow these materials to fall into any storm drain or watercourse.
 - Whenever possible, recycle unused asphalt.
- ☐ Traffic Control Devices such as cones may be needed to guard inlet protection devices during certain traffic set-up and flows.



(1.) 3/8' R WHEN "T" = 4", OR IF DIRECTED BY CITY REPRESENTATIVE.

REBAR NOTES:

H	T (MIN)	REBAR
<= 6"	4"	NONE REQ'D
6" < H < 18"	6"	NONE REQ'D
18" <= H < 48"	6"	#4@12" CTR'D IN WALL *

* MINIMUM THREE (3) HORIZONTAL BARS IN WALL
TOP BAR 3" FROM TOP OF WALL.



Public Works
Department

LANDSCAPE CURB/RETAINING WALL DETAILS

DETAIL SPECIAL

DATE: JUNE, 2009

SCALE: N.T.S.

END OF SECTION