# CITY OF GREELEY INVITATION FOR BID

### **RECREATION CENTER LEVEL A REROOF - BID**

BID #F24-04-036 DUE MAY 6, 2024, BEFORE 1:00 P.M.



Serving Our Community It's A Tradition

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



### Virtual Bid Opening Meeting

### Monday, May 6, 2024, at 1:00 PM (MST)

### F24-04-036 – RECREATION CENTER LEVEL A REROOF – BID

# Microsoft Teams <u>Need help?</u>

### Join the meeting now

Meeting ID: 243 913 466 125 Passcode: uarg88

#### Dial-in by phone

<u>+1 347-966-8471,,372940362</u> United States, New York City <u>Find a local number</u> Phone conference ID: **372 940 362**# For organizers: <u>Meeting options</u> | <u>Reset dial-in PIN</u>

#### SECTION 00110 BID #F24-04-036

#### INVITATION FOR BID

The City of Greeley, Colorado is requesting **sealed** bids for **RECREATION CENTER LEVEL A REROOF - BID before MAY 6, 2024, at 1:00 p.m. (MST)** emailed to <u>purchasing@greeleygov.com</u>. No late or faxed bids will be accepted. It is the responsibility of the vendor to ensure the solicitation documents are delivered to the correct address as noted in the Solicitation Documents. Solicitations delivered to other City of Greeley email addresses may be deemed as late and not accepted.

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

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

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

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

Bid acceptance and bid evaluation. Bids shall be evaluated based on the requirements set forth in the invitation for bids, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measurable, such as discounts, transportation costs and total or life cycle costs. The invitation for bids shall set forth the evaluation criteria to be used. No criteria may be used in bid evaluation that are not set forth in the invitation for bids.

The City of Greeley retains the right to reject any and all bids and to waive any informality as deemed in the best interest of the city.

Questions pertaining to the project may be directed to <u>purchasing@greeleygov.com</u> before April 24, 2024, by 2:00 PM (MST).

Schedule of Events (subject to change)	All times are given in local Colorado time
Bid Proposal Issued	4/11/2024
Pre-Bid Conference include date/time and	4/18/2024 at 1:30 p.m. via Microsoft
location	Teams Meeting
Inquiry Deadline	4/24/2024 – by 2:00 p.m. MST
Final Addendum Issued	4/26/2024
Bid Due Date and Time	5/6/2024 – By 1:00 p.m. MST via email to
	purchasing@greeleygov.com
Interviews	N/A
Notice of Award (tentative)	5/9/2024
Notice to Proceed (tentative)	5/13/2024

Invitation for you to attend a Pre-Bid meeting via Microsoft Teams, Thursday, April 18, 2024, at 1:30 PM (MST)

# Microsoft Teams <u>Need help?</u>

# Join the meeting now

Meeting ID: 220 173 425 83 Passcode: tXA8TJ

#### Dial-in by phone

<u>+1 347-966-8471,,334129030</u> United States, New York City <u>Find a local number</u> Phone conference ID: 334 129 030# For organizers: <u>Meeting options</u> | <u>Reset dial-in PIN</u>

City of Greeley, Colorado Purchasing Division

Greeley Website April 11, 2024

### Section 00120

#### **BID PROPOSAL**

#### **PROJECT: RECREATION CENTER LEVEL A REROOF - BID #F24-04-036**

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 within seven (7) calendar days of Section 00210: Notice of Award and further agrees to complete the contract within the dates as described in the Specifications Section 00620 Special Provisions. 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

ΒY

SIGNATURE

TITLE

# Section 00130 Bid Schedule

(Enter Reference)

Please click the link below to access the Excel file for SECTION 00130.

SECTION 00130 Bid Form Lump Sum F24-04-036.xls

### **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.

#### 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,

#### **RECREATION CENTER LEVEL A REROOF - BID #F24-04-036**

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:			
Ву:			
Title: In-Fact:		Attorney	
	(Seal)	(Seal)	

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

NOTICE OF PRE-BID CONFERENCE

#### **PROJECT: RECREATION CENTER LEVEL A REROOF - BID #F24-04-036**

A pre-bid conference will be held:

On 4/18/2024, at 1:30 p.m., via Microsoft Teams Meeting. All bidders are encouraged to attend.

Join Teams Meeting

# Microsoft Teams <u>Need help?</u>

#### Join the meeting now

Meeting ID: 220 173 425 83 Passcode: tXA8TJ

#### Dial-in by phone

<u>+1 347-966-8471,,334129030#</u> United States, New York City <u>Find a local number</u> Phone conference ID: 334 129 030# For organizers: <u>Meeting options</u> | <u>Reset dial-in PIN</u>

City of Greeley staff 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

NOTICE OF AWARD

DATE:

TO:

#### Re: RECREATION CENTER LEVEL A REROOF - BID #F24-04-036

Dear Contractor:

The City of Greeley, Colorado (hereinafter called "the Owner") has considered the bids submitted for referenced work in response to its Invitation for Bids. You are hereby notified that your bid has been accepted for items and prices stated in the Bid Schedule in the amount of \$\_\_\_\_\_\_. You are required to execute the Contract Agreement, provide the necessary insurance certificates, the Performance and Payment Bonds within ten (10) days from the date of this Notice. If you fail to execute said Contract Agreement and furnish the necessary insurance certificates and bonds within the time allotted from this date, the Owner will be entitled to consider your rights arising out of the Owner's acceptance of your bid as abandoned and to demand payment of bid guaranty as damages. The Owner will be entitled to such other rights as may be granted by law. You are required to return an acknowledged copy of this Notice of Award and enclosures to Purchasing.

CITY OF GREELEY, COLORADO

By: Paul Trombino III

Title: Director of Public Works

ACKNOWLEDGMENT: Receipt of the foregoing Notice of Award accompanied with a Performance and Payment Bond form and a signed copy of the Contract Document is hereby acknowledged this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

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

#### 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: RECREATION CENTER LEVEL A REROOF - BID #F24-04-036

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. The Owner reserves the right to void the contract if the work does not commence by the agreed upon schedule provided in the bid documents and/or executed contract.

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.

#### Contract

Page 3

4. This Contract consists of the following component parts, all of which are as fully a part of the Contract as herein set out verbatim, or if not attached, as if hereto attached:

Section 00110: Invitation for Bid Section 00120: Bid Proposal Section 00130: Bid Schedule Section 00140: Bid Bond Section 00160: Pre-bid meeting Section 00210: Notice of Award Section 00310: Contract Section 00320: Performance Bond Section 00330: Payment Bond Section 00340: Certificate of Insurance Section 00350: Lien Waiver Release Section 00360: Debarment/Suspension Certification Statement Section 00410: Notice to Proceed Section 00420: Project Manager Notification Section 00430: Certificate of Substantial Completion Section 00440: Final Completion Section 00510: General Conditions of the Contract Section 00520: Subcontractors List Section 00620: Special Provisions

Addenda Number\_\_\_\_\_Inclusive

Any modifications, including change orders, duly delivered after execution of this Agreement.

**IN WITNESS WHEREOF**, the parties have caused this instrument to be executed as of the day and year first above written.

EXECUTED:	CONTRACTOR:
The City of Greeley	
Approved as to Substance	
Signed:	Signed:
Name:	Name:
Title:	Title:
Date:	Date:
ENDORSED:	
The City of Greeley	
Approved as to Legal Form	
Signed:	
Name:	
Title:	
Date:	
ENDORSED:	
The City of Greeley	
Certification of Contract Funds Availability	
Circade	
Signed:	
Name:	
Title:	

REVISED 10-20-22

Date:

#### PERFORMANCE BOND

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

KNOWN ALL MEN BY THESE PRESENTS: that

(Firm) _		-
(Address)		
(an Individual)	(a Partnership), (a Corporation), hereinafter referred to	o 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,

#### **RECREATION CENTER LEVEL A REROOF - BID #F24-04-036**

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.

Performance Bond Page 2

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
	Ву:
(Corporate Seal)	(Address)
IN PRESENCE OF:	OTHER PARTNERS
	Ву:
	Ву:
	Ву:
IN PRESENCE OF:	SURETY
	Ву:
(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.

#### 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

#### **RECREATION CENTER LEVEL A REROOF - BID #F24-04-036**

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.

Payment Bond Page 2

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
	Ву:
(Corporate Seal)	(Address)
IN PRESENCE OF:	OTHER PARTNERS
	Ву:
	Ву:
	Ву:
IN PRESENCE OF:	SURETY
	Ву:
(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 00340 CERTIFICATE OF INSURANCE**

	#: 12170			GRE		ATE (M	wppmmm
•=		ATE OF LIA				05/14	V2013
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, certificate holder in lieu of such endors	certain po	olicies may require an en					
PRODUCER			CONTACT NAME:				
ABC Insurance Company P. O. Box 1234			PHONE (A/C, No, Ext): E-MAIL		(A/C, No):		
Anywhere, USA			ADDRESS: PRODUCER CUSTOMER ID #				
					AFFORDING COVERAGE		NAIC#
Sample Certificate			INSURER A : FINANC	al Rating c	f A		
			INSURER C :				
			INSURER D :				
			INSURER E:				
COVERAGER 057	TIELCATE	NINDED.	INSURER F:				
COVERAGES CER THIS IS TO CERTIFY THAT THE POLICIES OF		NUMBER:	N ISSUED TO THE M	SURED NAME	REVISION NUMBER:	FROM	
INDICATED. NOTWITHSTANDING ANY REQU CERTIFICATE MAY BE ISSUED OR MAY PER	IREMENT, 1 TAIN, THE I	TERM OR CONDITION OF AN NSURANCE AFFORDED BY T	Y CONTRACT OR OT THE POLICIES DESCR	HER DOCUMER	IT WITH RESPECT TO WHICH	H THIS	
EXCLUSIONS AND CONDITIONS OF SUCH PO	ADDL BUBR		ROLLCYERF	FOLICY EXP	LMITS		
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X COMMERCIAL GENERAL LIABILITY					THE REPORT OF A DESCRIPTION OF A DESCRIP	s100.	
CLAMS-MADE X OCCUR						\$5,00	0
					PERSONAL & ADVINURY	\$1,00	0,000
					GENERAL AGGREGATE	\$2,00	0,000
GENLAGGREGATE UMIT APPLIES PER-					PRODUCTS - COMP/OP AGG	\$2,00	0,000
POLICY PEO- LOC						\$	
AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	<sup>\$</sup> 1,00	0.000
X ANY AUTO						\$	
ALL OWNED AUTOS					BODILY INJURY (Peracident)	\$	
X HIRED AUTOS					PROPERTY DAMAGE (Peracidiant)	\$	
X NON-OWNED AUTOS					· · · · · · · · · · · · · · · · · · ·	\$	
						\$	
UMBRELLA LIAB OCCUR					EACH OCCURRENCE	\$	
EXCESS LIAB CLAMS-MADE					AGGREGATE	\$	
DEDUCTIBLE						\$	
RETENTION \$ WORKERS COMPENSIATION					an INC STATE	\$	
AND EMPLOYERS' LIABILITY V/ N					X WC STATU- TORY LIMITS ER	400	
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	NA					<u>\$100,</u> \$100,	
(Mandatory In NH) If yes, describe under						\$100,0 \$500,0	
DES CRIPTION OF OPERATIONS below					E.E. UISCASE - POUCT UMIT	-000,	
DESCRIPTION OF OPERATIONS / LOCA TIONS / VEHIC							
City of Greeley is named as Addition		-		-			
Work Compensation. This insurance	e is prima	ary and noncontributor	ry to insurance p	olicies held	by the City.		
CERTIFICATE HOLDER			CANCELLATION				
City of Greeley					ESCRIBED POLICIES BE CAN F. NOTICE WILL BE DELIVE		
1000 10th St			ACCORDANCE W				
Greeley, CO 80631-3808							
			AUTHORIZED REPRES	ENTATIVE			
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#S786373/M786364					DSM		

#### LIEN WAIVER RELEASE

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

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

#### PROJECT: RECREATION CENTER LEVEL A REROOF - BID #F24-04-036

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.

Lien Waiver Release Page 2

7. In addition to the foregoing, this instrument shall constitute a \*\*\* (full, final and complete) \*\*\*(partial) release of all rights, claims and demands of the CONTRACTOR against the OWNER arising out of or pertaining to the above referenced project. If partial, all rights and claims on the project are released up to and including the day of Month, 20.

Dated this	day of	, 20	
CONTRACTOR			
Ву:			
Title:			
STATE OF	) )ss. )		
The foregoing instrur	nent was acknowledged be	efore me this	day of,
20by			
My Commission expir	res:		
		Notary Public	
***Strike when not a	applicable		

#### NOTICE TO PROCEED

Month , 20

TO: NAME

#### PROJECT: RECREATION CENTER LEVEL A REROOF - BID #F24-04-036

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

Ву: \_\_\_\_\_

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

Signature

#### PROJECT MANAGER NOTIFICATION

DATE:

TO:

#### PROJECT: RECREATION CENTER LEVEL A REROOF - BID #F24-04-036

The Owner hereby designates Terry Griebe as its Project Manager and authorizes this individual, under the authority of the Director of Public Works to make all necessary and proper decisions with reference to the project. Contract interpretations, change orders and other requests for clarification or instruction shall be directed to the Project Manager. The Director of Public Works shall be authorized to bind the Owner with respect to any decision made in accordance with the contract document.

#### CITY OF GREELEY, COLORADO

Ву: \_\_\_\_\_

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

#### CERTIFICATE OF SUBSTANTIAL COMPLETION

#### TO: CONTRACTOR

#### PROJECT: RECREATION CENTER LEVEL A REROOF - BID #F24-04-036

Project or designated portion shall include: Describe Scope.

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

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

#### DEFINITION OF DATE OF SUBSTANTIAL COMPLETION

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

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

The Owner shall operate and maintain the Work or portion of the Work described above from the Date of Substantial Completion and be responsible for all costs associated with the completed work excluding cost related to warrantee work. The Contractor will complete or correct the Work on the list of items attached hereto within days from the above Date of Substantial Completion.

Contractor

Owner

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

#### CERTIFICATE OF FINAL ACCEPTANCE

#### TO: CONTRACTOR

#### PROJECT NAME: RECREATION CENTER LEVEL A REROOF - BID #F24-04-036

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): Decribe Ammendments.

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:

	20		20
Contractor's Representative	DATE	Project Manager (COG)	DATE

### Section 00510

General Conditions (Enter Reference)

Please click the link below to access SECTION 00510

SECTION 00510 General Conditions 5-12-20.pdf



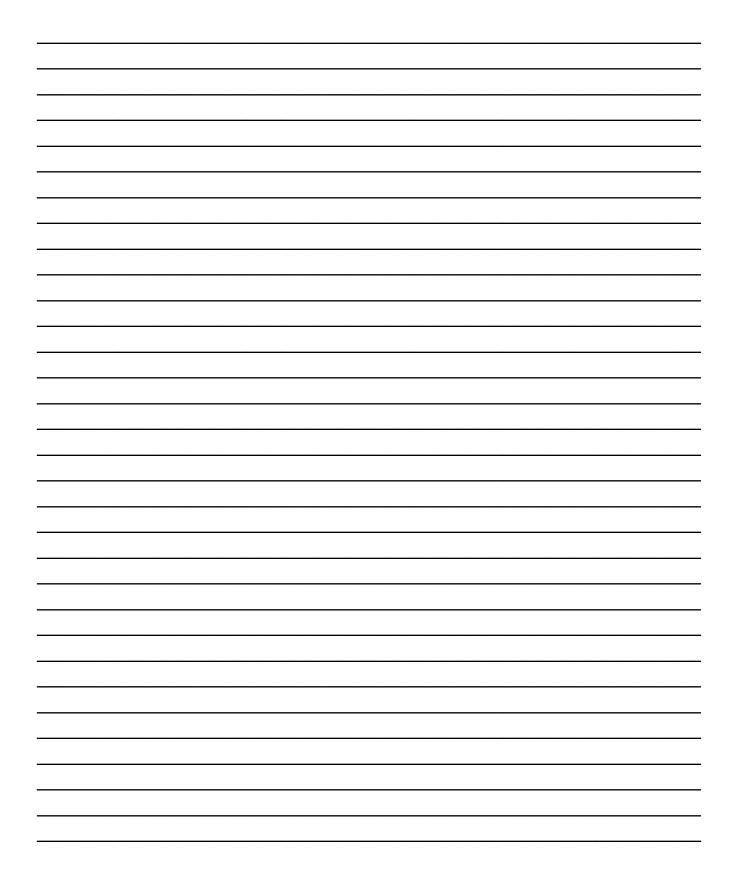
#### SECTION 00520 SUBCONTRACTORS/MATERIALS SUPPLIERS AND RELATED DATA

Firm Name:	City Contractors License #	
	Primary Contractor	
PROJECT:	Address:	
For each Subcontractor and/or Materi (use additional sheets as necessary):	als Suppliers to be utilized, please provide the following inform	ation
Phone Number:	Fax Number:	
Proposed work and percentage of tota	I work to be assigned	
	Fax Number: I work to be assigned Percentage:	%
Firm Name:	City Contractors License #	
Address:	Fax Number:	
Proposed work and percentage of tota	Fax Number	
	I work to be assignedPercentage:	%
Firm Name:	City Contractors License #	
Address:	Fax Number:	
Proposed work and percentage of tota		
	I work to be assignedPercentage:	%
Firm Name:	City Contractors License #	
Phone Number:	Fax Number:	
Proposed work and percentage of tota	I work to be assigned	
	Percentage:	%
Firm Name:	City Contractors License #	
Phone Number:	Fax Number:	
Proposed work and percentage of tota	I 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.

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DR 160 (9/87) DEPARTMENT OF REVENUE	<u> </u>	State of Colo	rado
1375 SHERMAN STREET DENVER, COLORADO 80281 THIS LICENSE IS NOT TRANSFERABLE		CERTIFICATE OF E FOR SALES AND USE	
GREEI	LEY CITY OF	· · · · · ·	
	10TH ST Ley CO 80631-3	3982	SF COLOR
· · · ·			
ACCOUNT NUMBER			
		I SSUE DATE	-
98-03320	03 057 8600 9	0 120180 SEP 02 1988	
1000 10TH ST	r gree	LEY CO	Executive Director Department of Revenue

Substantial Comple	tion Punchlist Items
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#### SPECIAL PROVISIONS Recreation Center Level A Re-Roof 651 10th Avenue Greeley Colo, 80631.

**DESCRIPTION OF THE PROJECT:** Contractor shall supply and install a single ply membrane roofing system that is Fully Adhered. 60 mil thick TPO, 5/8-inch Dens Deck over existing ISO, install new pipe flashing, corners, pitch pans, Scuppers and parapet cap. Include a minimum 2-year workmanship warranty and a 20-year manufactures warranty. Replace any damaged parapet wall with OSB.

#### LOCATION OF WORK:

All work is located at one location: 651 10<sup>th</sup> avenue Ave Greeley Colo Recreation Center.

#### **SPECIFICATIONS:**

- 1 The single ply membrane shall allow installation at any time of the year and shall provide resistance to ultra-violet rays,
- 2 The ability to be impervious to most caustic chemicals and acids, oil resistant and show no ill effects to heat or cold and resistance to Fungus and Algae.
- 3 Minimum tear strength of 80lbs, minimum-breaking strength of 300 lbs. and minimum seam strength of 85% of the fabric
- 4 Minimum mill thickness of 60 mil
- 5 Color of fabric white. Color must be a result of a manufacturing process.
- 6 System must be fire resistant; roofing system shall meet UL Class A. All packaging of membrane and insulation shall have UL Class A label
- 7 Minimum Energy Star rating of 80%
- 8 Follow IBC 2006
- 1. Construction scheduled time frame for Recreation Center, July 8<sup>th</sup> to July 31<sup>st</sup>.
- 2. Work hours are 7:00 AM to 5:00 pm, unless coordinated with Facilities Division.
- 3. Restroom facilities will be available within the facility.

- 4. All work must be complete by July 31, 2024
- 5. Parking will be available at facility.
- 6. Per-bid meeting and walk-through is highly recommended to bid this project.
- 7. Construction work area shall be cleaned up at the end each workday.
- 8. The west parking lot will be shared by City staff and contractors
- 9. The contractor is responsible for a dumpster.
- 10. The contractor is responsible for protecting any surface, flooring, walls, ceiling, doors, windows etc... any damaged done will be fixed at no cost to the owner.

#### PERMITS:

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

#### CONTRACT TIME, LIQUIDATED DAMAGES, DELAYS:

Work shall be completed within (18) days, calendar days of the Notice to Proceed. The Notice to Proceed will be issued after a meeting with the selected contractor, and that contractor has an opportunity to schedule this work.

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

Liquidated damage amount will be \$500.00 per calendar day.

Liquidated damages are based on additional costs to the City of Greeley for delay of project completion and are not a "late penalty".

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

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

#### Work Hours:

The Contractor is limited to working between 7.00 am to 5:00 pm or perdetermined after hours. The work must be coordinated with Terry Griebe@ 970/539-6232 Project Manager or Chris Freeland @ 970/617-6954 Architect Manager.

#### MEASUREMENT AND PAYMENTS:

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

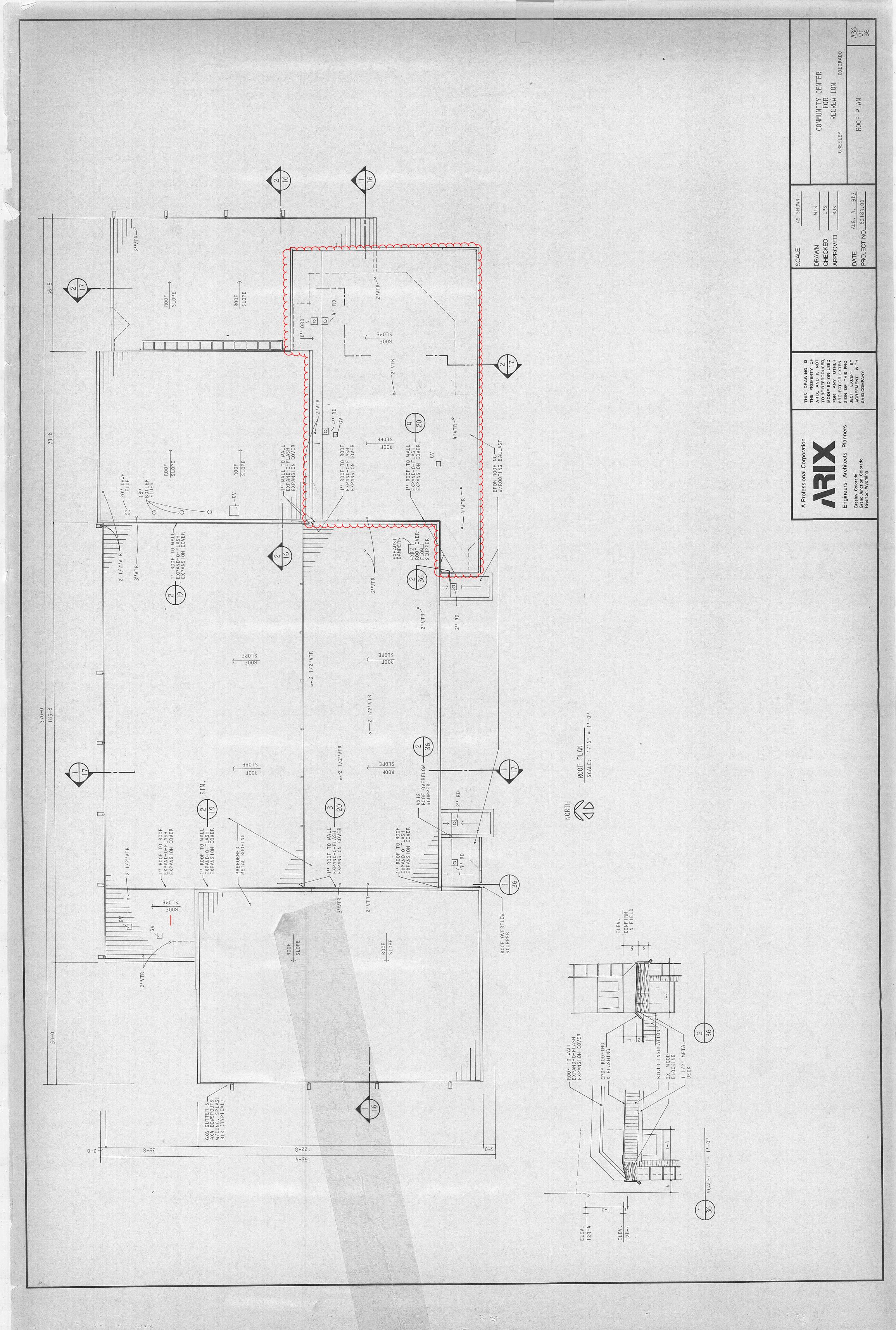
#### FINAL CLEAN UP:

At the completion of the contract and prior to submittal of final pay request, the Contractor shall clean up all construction material and debris. The Contractor shall notify the City when final cleanup is ready for inspection. A professional cleaning service will be used for the final deep cleaning.

#### POST CONSTRUCTION INSPECTION AND WARRANTY:

Please see General conditions 501 article 11

# END OF SECTION 00620



BID #F24-04-036