# CITY OF GREELEY INVITATION FOR BID

## **FAMILY FUNPLEX – RE-ROOFING - BID**

BID #F25-04-023 DUE APRIL 28, 2025, BEFORE 9:00 A.M.



Serving Our Community It's A Tradition

The Office of 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, April 28, 2025, at 10:00 AM (MST)

#### F25-04-023 - FAMILY FUNPLEX RE-ROOF - BID

Microsoft Teams Need help?

Join the meeting now

Meeting ID: 290 731 771 108

Passcode: wF3vW9hQ Dial in by phone

+1 347-966-8471,,603153143# United States, New York City

Find a local number

Phone conference ID: 603 153 143#

For organizers: Meeting options | Reset dial-in PIN

#### BID #F25-04-023

#### **INVITATION FOR BID**

The City of Greeley, Colorado is requesting **sealed** bids for **FAMILY FUNPLEX RE-ROOF-BID before April 28, 2025, at 9:00 a.m. (MST)** emailed to

<u>purchasing@greeleygov.com</u>. <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.</u>

The City of Greeley disseminates all bids and requests for proposals through the Rocky Mountain E-Purchasing System site. Go to <a href="https://www.bidnetdirect.com">https://www.bidnetdirect.com</a>, 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.

There is no DBE Goal established for this project.

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 qualifications, past experience, 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 <a href="mailto:purchasing@greeleygov.com">purchasing@greeleygov.com</a> before April 15, 2025, by 2:00 PM (MST).

Schedule of Events (subject to change)	All times are given in MST
Bid Proposal Issued	4/3/2025
Pre-Bid Conference include date/time and location (optional)	4/10/2025 at 10:00 a.m. via Microsoft Teams Meeting
Inquiry Deadline	4/15/2025 – by 2:00 p.m. MST via email to purchasing@greeleygov.com
Final Addendum Issued	4/21/2025
Bid Due Date and Time	4/28/2025 – By 9:00 a.m. MST via email to purchasing@greeleygov.com
Interviews	N/A
Notice of Award (tentative)	5/2/2025
Notice to Proceed (tentative)	5/14/2025

Invitation for you to attend a Pre-Bid conference via Microsoft Teams, Thursday, April 10, 2025, at 10:00 AM (MST)

#### **Microsoft Teams** Need help?

Join the meeting now

Meeting ID: 297 329 027 641 Passcode: Rt7SD24b

#### Dial in by phone

<u>+1 347-966-8471,,831505091</u># United States, New York City Find a local number

Phone conference ID: 831 505 091#

For organizers: Meeting options | Reset dial-in PIN

City of Greeley, Colorado Purchasing Division

#### **PROJECT SPECIFICATIONS**

# Family Funplex 1501 65<sup>th</sup> Ave

#### **Greeley CO 80631**

#### **Summary:**

EPDM to fully adhered TPO, Current system is EPDM over a sloped metal roof deck and insulation.

#### Work included:

- 1 Furnish and install a fully adhered single ply 60 mil TPO system.
- The contractor will replace any damaged insulation then install a new mechanically attached Densdeck cover board (per manufactures guidelines) before installing the new TPO roof.
- New TPO to be installed per City of Greeley Building Inspections wind speed and exposure requirements.
- 4 Remove and Install new Metal coping (parapet cap). Match color of existing top cap termination bar, 24ga for 8', 22ga for 10'. Coping should include drip edge and proper slope for drainage. Adequate overlap on each vertical face to prohibit moisture infiltration.
- Furnish and install single ply 60 mil TPO system accessories to achieve manufactures requirements. Seal for water tightness
- This includes attaching the membrane to the parapet walls.
- Approx. total square footage is 41,000 not including parapet walls (measurements to be verified)
- Project to be completed by August 29<sup>th</sup> 2025, unless impeded by inclement weather.
- 9 Protect all interior and exterior surfaces from damage.
- 10 All measurements must be verified by the contractor.
- Tear off all existing roofing and dispose of properly. The contractor is to propose the method of tear-off of existing materials, transference of materials to the ground and removal from the site. This method shall be subject to approval by the owner rep.
- Access to the roof will be done from the inside of building or with a ladder on the East side of building.
- 13 Craning may be done; all surfaces must be protected from damage.
- Building to remain open during project.
- All walking pads will be replaced with new ones. Follow the pad placement from the aerial view document
- All penetrations will be resealed with new material.

- The city requires the Manufactures rep walk site during installation process with 17 the City Project Manager to ensure proper installation to achieve the maximum manufacture warranty.
- Bid format document give cost to replace the EPDM with TPO white, give per ft 18 cost to replace any damaged cover board or insulation.

#### **System Requirements:**

1 Completed roofing system shall comply with local building codes 1504.3.1 Other roof systems. Roof systems with built-up, modified bitumen, fully adhered or mechanically attached single ply through fastened metal panel roof systems, and other types of membrane roof coverings shall also be tested in accordance with FM 4474, UL 580 or UL 1897 and UL Class A.

2.

Physical Properties*	Test Method	Requirement	45-mil	60-mil
Thickness Tolerance on nominal, %	ASTM D-751	+15, -10	±10	±10
Thickness over scrim, in. (mm) (avg. of 3 areas)	ASTM D-6878 Optical Method	0.015 min. (0.380)	0.018 typical (0.457)	0.024 typical (0.610)
Breaking Strength, lbf (kN)	ASTM D-751 (Grab Method)	220 (976 N) minimum	225 (1.0) min. 320 (1.4) typical	250 (1.1) min. 360 (1.6) typical
Elongation at break of fabric, %	ASTM D-751 (Grab Method)	15 minimum	15 minimum 25 typical	15 minimum 25 typical
Tear Strength, lbf (N) 8 by 8 in. specimen	ASTM D-751 (B Tongue Tear)	55 (245) minimum	55 (245) min. 130 (578) typical	55 (245) min. 130 (578) typical
Brittleness point, °F (°C)	ASTM D-2137	-40 (-40) maximum	-40 °F (-40 °C) max. -50 °F (-46) °C typical	-40 °F (-40 °C) max. -50 °F (-46 °C) typical
Linear Dimensional Change (shrinkage) % change	ASTM D-1204 6 hours @ 158° F (70° C)	±1 maximum	+/-1 max - 0.2 typical	+/-1 max - 0.2 typical
Ozone resistance, 100 pphm, 168 hrs.	ASTM D-1149	PASS	PASS	PASS
UV Exposure (Xenon Arc), no cracks7x min. exposure 10,080 kJ/m² (4,000 hrs – 0.70W/m²)	ASTM G155	PASS	PASS	PASS
Factory seam strength, lbf/in (kN/m)	ASTM D-751	66 (290) min	66 (290) minimum	66 (290) minimum
Field seam strength, lbf/in. (kN/m) Seams tested in peel	ASTM D-1876	No requirement	25 (4.4) min. 50 (8.8) typical	25 (4.4) min. 60 (10.5) typical
Water vapor permeance, Perms	ASTM E-96 proc. B	No requirement	0.10 max. 0.05 typical	0.10 max. 0.05 typical
Water Absorption Resistance, mass % Top surface only @ 158°F, 166 hours	ASTM D-471	No requirement	3.0 max. 0.90 typical	3.0 max. 0.90 typical
Puncture resistance, lbf (N)	FTM 101C Method 2031	No requirement	250 (1.1) min. 325 (1.4) typical	300 (1.3) min. 350 (1.6) typical
Properties after heat aging	ASTM D573, 32 weeks at 240°F or 8 weeks at 275 °F No cracking when bent around 3" dia. Mandrel Weight change, %	PASS No Cracking ±1.0 max	PASS No Cracking ±1.0 max	PASS No Cracking ±1.0 max
Typical Weights lb/ft <sup>2</sup> (kg/m <sup>2</sup> )	N/A	N/A	0.25	0.33

information is intended as a guide and does not reflect the specification range for any particular property of this product.

#### **Flashing Membrane:**

Typical Properties and Characteristics*			
Colors	White, Tan and gray		
Tensile Strength, psi (MPa)	ASTM D412	2,500 (17.2) minimum 2,900 (20.0) typical	
Elongation, %	ASTM D412	600 minimum 750 typical	
Hardness, Shore A	ASTM D2240	Typical 80	
Base	Membrane – Non-reinforced TPO Adhesive – Synthetic Rubber with clear release liner		
Solids	100%		
Nominal Thickness:	0.060" (1.52 mm)		
Nominal Width  Membrane – 6" (152 mm)  Adhesive – 6 1/4" (159 mm)			
Nominal Length	minal Length 100 ft (30.5 m)		
Net Weight per Roll 22 lbs (10 kg)			
Shelf Life One year			

<sup>\*</sup> Typical properties and characteristics are based on samples tested and are not guaranteed for all samples of this product. This data and information is intended as a guide and does not reflect the specification range for any particular property of this product.

#### **Prefabricated Pipe Flashing:**

Pre-molded TPO, size as required, with stainless steel clamps.

#### **Seams and Splices:**

As recommended by the membrane manufacturer and approved for use under the specified manufacturers' warranty.

#### **Sealers and Adhesives:**

As recommended by the roof manufacturer. A low **VOC bonding adhesive** is needed as this building will remain open and operational during the project.

#### **Termination Bars:**

Nominal 1-1/2" X 0.10" aluminum bars as recommended by the membrane manufacturer.

#### **Installation:**

Install membrane in accordance with the manufacturers' written specifications and installation instructions.

#### **Acceptable manufactures:**

- 1. Mule-Hide
- 2. Carlisle-Syn Tec Systems Division, Carlisle Corp
- 3. Firestone Building Products Company
- 4. GenFlex Roofing System
- 5. Johns-Manville Corp
- 6. Versico, Inc
- 7. Owner Approved substitute.
- 8. Damaged Sheathing shall be replaced like for like.

#### **General:**

All materials used in the roofing and the flashing shall be the products of a single manufacturer.

#### **Field Inspection**

- 1. The owner reserves the right to inspect and have free access to the work area at all times.
- The contractor shall arrange for the membrane manufacturer to provide inspection of the roofing system upon completion, an inspection shall be made by the manufacturer at no cost to the owner. The inspection is to ascertain that the visible elements of the system have been installed in accordance with the manufacturer's specifications.

#### Defective work

Should the manufacturer's technician not approve the roofing system, correcting the work shall be done by the contractor until the system meets all the manufacturer's requirements, at no cost to the owner.

#### **Special Considerations**

Contractor will field verify all measurements.

This level is approximately 30 feet off the ground.

Access to level A is from the exterior with a ladder, or interior roof access.

Access to level B and C are ladder access only.

#### **Environmental Conditions**

- 1. Weather: Proceed with roofing work when existing and forecasted weather conditions permit.
- 2. Roofing systems shall not be applied when surface temperatures, relative humidity or wind velocity is not within range acceptable under the manufacturers' recommendations.
- 3. Roof removal and replacement shall be done in sections as to not leave the building exposed to weather conditions which may cause damage to structure.

#### Protection

- 1. Prior to starting work, protect all areas in an approved manner. Provide special protection to the parking lot, face of the building walls, during the stocking process.
- Pads shall be of sufficient size to accommodate tools and weights used during the hoisting operations. The crane operator is to protect the parking lot or sidewalk with the use of pads for the crane supports.

3. Repair or clean surfaces damaged or soiled by the roofing project to the satisfaction of the owner without additional cost to the owner. This would include but not limited to windows, doors, floors, walls, stairs, elevators, steps curbs, lawn areas, other buildings, or roofs.

#### Materials

- 1. All membrane components. Including pipe and curb flashings must be from the same fabric material as used on the deck.
- 2. In making field welds, make sure all edges are clean and free of tar, mastic or other foreign items.
- 3. Sealants and adhesives should be applied according to the manufacturer's specifications and all containers shall be disposed of properly.
- 4. The membrane shall be applied according to the manufacturer's specifications.
- 5. Deliver all materials to the job site in manufacturer's original, unopened package. All rolls of membrane shall be stored, lying down.
- 6. Insulation shall be stored on pallets and secured in a manner that high winds will not blow it off the roof.
- 7. Storing, wheeling, or trucking directly on the roof insulation or membrane surface is not acceptable, plywood, walkways or platforms shall be used.

#### **Other Materials**

1. Provide other materials not specifically described which are required for a complete and proper installation. Those materials must meet the manufacturer's specification for performance and compatibility. Selections made by the Contractor are subject to approval by the Owner.

#### Edge Detail

1. Roof material shall extend up and over the parapet wall per manufactures specifications. Attach the top cap and seal all seams with an approved sealer. Vertical edges shall be terminated per manufacturer's specifications.

#### **Roof Drains**

1. Re-work and seal all roof scuppers. Replace old drain baskets with new.

#### **Snow Bars**

Supply and install standing seam metal Snow bars. Needs to be installed on the metal roof that is above level C, 2 rows, each row 33 feet in length, field verify length

#### Samgov.com

Potential Vendors are required to register on the SAM website. Prior to issuance of any Purchase Order or contract above \$25,000.00. Provide documentation to the City of Greeley

#### Clean-Up

- 1. It is the responsibility of the contractor to do a daily cleanup of the job site; this includes all fasteners and material used. Dispose of in a safe and proper manner.
- 2. Upon completion of the installation, the contractor shall remove all foreign matter, rubbish and scrap material form the roof as well as any material that may fall from the roof as well as mastic or adhesive that is on the building.
- 3. The owner reserves the right to enforce more than one daily cleanup of the job site.
- 4. It is the responsibility of the contractor to supply a dumpster for debris.

#### Completion

- 1. It is the responsibility of the contractor to Inspect all field welds, seams, and terminations, make repairs as needed.
- 2. Remove any dumpsters, or any other equipment that may have been used by the contractor.
- 3. The owner will inspect and issue a punch list if needed to the contractor.

#### Safety

- 1. Take all necessary precautions regarding worker health and safety.
- 2. Comply with all OSHA requirements for construction.
- 3. Select and operate all equipment in a safe manner.
- 4. Be aware of foot traffic below.

#### Warranty

- 1. Upon receipt of required materials, certifying inspection and acceptance of the system by the roof manufacturer a minimum 20-year manufacturer warranty will be issued to the owner.
- 2. The contractor will issue a minimum 2-year workmanship warranty to the owner.
- 3. Qualifying vendors are required to submit a sample of the manufacturer's warranty for review by the City of Greeley.

#### **Permits**

- 1. Contractor will be responsible for pulling a permit; a fee will not be charge.
- 2. Contractor will call for final inspection.

#### **Timeline**

Completion Date August 29th 2025

#### Communication

All inquires will be sent to purchasing only <a href="mailto:purchasing@greeleygov.com">purchasing@greeleygov.com</a>

VENDOR NAME:		
AUTHORIZED SIGNATURE:		
PRINTED SIGNATURE:		
PHONE NUMBER:	EMAIL:	

#### Section 00120

**BID PROPOSAL** 

#### PROJECT: FAMILY FUNPLEX RE-ROOF – BID – #F25-04-023

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.

This Contract work includes a base bid and a bid alternate for concrete pavement. Contractor to complete the base bid form and the alternate bid form for concrete pavement as shown in the alternate bid plan set. Owner will determine if the contract proceeds with the base bid or bid alternate.

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 of the bid may be declared irregular as being non following numbered Addenda have been received changes resulting from those Addenda:	responsive to the Invitation for bids. The
ATTEST	DATE
	COMPANY NAME
	BY

SIGNATURE

#### **Section 00130**

**BID SCHEDULE** 

#### FAMILY FUNPLEX RE-ROOF - BID - #F25-04-023

Description	Quantity	Unit	Unit Cost	Total Cost
Roof				
cover board ( per foot cost)		per ft		NA
insulation (per foot cost)		per ft		NA
	Roof cover board ( per foot cost)	Roof cover board ( per foot cost)	Roof cover board ( per foot cost) per ft	Roof cover board ( per foot cost) per ft

TOTAL PROPOSAL	dollars
Total Proposal (Written Out)	
Company Name:	
Submitted By:	

# FAMILY FUNPLEX RE-ROOF – BID – #F25-04-023 For FIXED PRICING

The City of Greeley is accepting bids for re-roof of the Family Funplex. The current roofing system have some leaks and have been patched to make them watertight. This building has several roof levels over metal decks. This project will consist of replacing the 3 EPDM roofs with Fully adhered TPO .60 thick membrane, the approx. size of the main roof level A is 41,000 square feet (to be verified by contractor). Parapet walls have approx. 623 linear feet 4 feet high roof level B is 1139 square feet with 101 linear feet of parapet wall, level C is 561 square feet, all the wall cap shall be replaced with new, matching color and specifications as well. The contractor will replace any damaged insulation then install a cover board per manufactures guidelines then install the new TPO. The new TPO will be the color, white. This process will be done in accordance with manufactured standards to achieve a 20-year manufacturer's warranty.

The vendor must provide the information requested set forth in herein. Please fill out completely. Failure to complete bid form will result in a "NO BID"

#### **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 t	he penal sum of
for the Payment of which, well and truly to be made	e, 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,

#### FAMILY FUNPLEX RE-ROOF - BID - #F25-04-023

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.

Pag	e 2
Bid	Bond

this day of, 20	and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused ed and these presents to be signed by their proper 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: FAMILY FUNPLEX RE-ROOF - BID - #F25-04-023

A pre-bid conference will be held:

On 3/31/2025, at 10:00 a.m., via Microsoft Teams Meeting. All bidders are encouraged to attend.

Join Teams Meeting

Microsoft Teams Need help?

#### Join the meeting now

Meeting ID: 288 843 989 233

Passcode: RJ73fi2J

#### Dial in by phone

+1 347-966-8471,,892511040# United States, New York City

Find a local number

Phone conference ID: 892 511 040#

For organizers: Meeting options | Reset dial-in PIN

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: FAMILY FUNPLEX RE-ROOF – BID – #F25-04-023
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, P.E.*
Title: Managing Director, City of Greeley
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 City of Greeley, Colorado, and under the laws of the s	state of Colorac	do, party	of the first part,	
termed in the Contract Documents as the "Owner" ar second part, termed in the Contract Documents as "C			_ party of the	
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: <b>FAMILY FUNPLEX RE-ROOF – BID – #F25-C</b>	)4-023			
at the price bid on the Proposal Form of \$ general supervision of the Project Manager for the Ci				

The Contract Documents consist of this Agreement, the Conditions of the Contract (General, Supplementary and other Conditions), the Drawings, the Specifications, all Addenda issued prior to and all Modifications issued after execution of this Agreement. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

The Project Manager named herein shall interpret and construe the Contract Documents, reconciling any apparent or alleged conflicts and inconsistencies therein; and all of the work and all details thereof shall be subject to the approval and determination of the Project Manager as to whether or not the work is in accordance with Contract Documents. Said City Project Manager shall be the final arbiter and shall determine any and all questions that may arise concerning the Contract Documents, the performance of the work, the workmanship, quality of materials and the acceptability of the completed project. The decision of the Project Manager on all questions shall be final, conclusive and binding.

AND FOR SAID CONSIDERATION IT IS FURTHER PARTICULARLY AGREED BETWEEN THE PARTIES TO THIS AGREEMENT.

1. That construction and installation of the above enumerated work for the Owner shall be completed and ready for use in accordance with the time of completion described in the Bid form of this Contract. That the above enumerated work shall begin within ten (10) days of the official "Notice to Proceed". (Contract shall become void if work is not started at specified time.)

- 2. That said work and materials for the project covered by the Contract Documents shall be completely installed and delivered to the Owner, within the time above stated, clear and free from any and all liens, claims, and demands of any kind.
- 3. The full compensation to be paid the Contractor by the Owner pursuant to the terms of this Contract shall be payable as provided in the Contract Documents.
- 4. This Contract consists of the following component parts, all of which are as fully a part of the Contract as herein set out verbatim, or if not attached, as if hereto attached:

Section 00110: Invitation for Bid Section 00120: Bid Proposal Section 00130: Bid Schedule Section 00140: Bid Bond

Section 00160: Pre-bid meeting Section 00210: Notice of Award

Section 00310: Contract

Section 00320: Performance Bond Section 00330: Payment Bond

Section 00340: Certificate of Insurance Section 00350: Lien Waiver Release

Section 00360: Debarment/Suspension Certification Statement

Section 00410: Notice to Proceed

Section 00420: Project Manager Notification

Section 00430: Certificate of Substantial Completion

Section 00440: Final Completion

Section 00510: General Conditions of the Contract

Section 00520: Subcontractors List Section 00620: Special Provisions

Addenda Number	Inclusive

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

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

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

#### 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
10 <sup>th</sup> Street, Greeley, Colorado 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,

#### FAMILY FUNPLEX RE-ROOF - BID - #F25-04-023

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 instrumen 20	t is executed this day of,
PROVIDED, FURTHER, that no final set the right of any beneficiary hereunder	tlement between the Owner and Contractor shall abridge , whose claims may be unsatisfied.
IN PRESENCE OF:	PRINCIPAL
	By:
(Corporate Seal)	(Address)
IN PRESENCE OF:	OTHER PARTNERS
	Ву:
	Ву:
	Ву:
IN PRESENCE OF:	SURETY
(Attorney-in-Fact)	Ву:
(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 "t (Firm)	the Principal", and
(Address)	
hereinafter referred to as "the Surety", are held and firmly bound unto the 1000 10 <sup>th</sup> Street, Greeley, Colorado 80631, a Municipal Corporation, hereina "the Owner", in the penal sum of	
	in
lawful money of the United States, for the payment of which sum well and the bind ourselves, successors and assigns, jointly and severally, firmly by these	
THE CONDITIONS OF THIS OBLIGATION are such that whereas the Principal 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	<i>,</i>

#### FAMILY FUNPLEX RE-ROOF - BID - #F25-04-023

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.

Page 2 Payment Bond	
IN WITNESS WHEREOF, this instru 20	ument is executed this day of,
	al settlement between the Owner and Contractor shall abridge under, whose claim may be unsatisfied.
IN PRESENCE OF:	PRINCIPAL
(Corporate Seal)	
IN PRESENCE OF:	OTHER PARTNERS
	Ву:
IN PRESENCE OF:	SURETY
(Attorney-in-Fact)	Ву:
(SURETY SEAL)	

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.



#### Client#: 12170 GRECI 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	NAME:		
ABC Insurance Company	PHONE (A/C, No, Ext):	FAX (A/C, No):	
P. O. Box 1234	E-MAIL	(A/C, NO).	
Anywhere, USA	ADDRESS: PRODUCER		
Anywhole, ook	CUSTOMER ID #:		
	INSURE	R(S) AFFORDING COVERAGE	NAIC#
INSURED Cornificate	INSURER A: Financial Ratin	g of A	
Sample Certificate	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,

E/	(CLUSIONS AND CONDITIONS OF SUCH POL							
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY	Y					EACH OCCURRENCE	\$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
	CLAIMS-MADE X 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
	POLICY PRO-							\$
	AUTOMOBILE LIABILITY  X ANY AUTO	Y					COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	\$
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	X HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	X NON-OWNED AUTOS							\$
								\$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	\$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$
	DEDUCTIBLE							\$
	RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y				X WC STATU- TORY LIMITS OTH- ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A					E.L. EACH ACCIDENT	\$100,000
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. DISEASE - EA EMPLOYEE	\$100,000
	Ìf yes, describe under DESCRIPTION OF OPERATIONS below						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 and Automobile Liability. Waiver of subrogation is included on Workers 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	No material change or cancellation of this policy shall be effective without thirty (30) days prior written notice to the City of Greeley.		
	AUTHORIZED REPRESENTATIVE		

CANCELLATION

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**DSM** 

#### LIEN WAIVER RELEASE

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

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

PROJECT: FAMILY FUNPLEX RE-ROOF - BID - #F25-04-023

- 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.

# Page 2 Certificate of Substantial Completion

***(partial) release of a	Ill rights, claims and de ing to the above refer	emands of the CONTF enced project. If part	** (full, final and complete) RACTOR against the OWNER tial, all rights and claims on 20.
Dated this	day of	, 20	
CONTRACTOR			
Ву:			
Title:			
STATE OF	) )ss. )		
The foregoing instrume	nt was acknowledged	before me this	day of
20 by			
My Commission expires	:		
		Notary Public	
***Strike when not app	licable		

#### FAMILY FUNPLEX RE-ROOF - BID - #F25-04-023

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.

UEI # (Optional)	
Name of Organization	
Address	
Authorized Signature	
Title	
Date	

#### NOTICE TO PROCEED

Month, 20

TO: NAME
PROJECT: FAMILY FUNPLEX RE-ROOF – BID – #F25-04-023
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

_	, 20
TO:	
PROJECT: <b>FAMILY FUNPLEX RE</b> -	-ROOF – BID – #F25-04-023
individual, under the authority make all necessary and proper change orders and other reque Manager. The Director of Publi	Roch Labossiere as its Project Manager and authorizes this of the Director of Public Works & Transportation Department to decisions with reference to the project. Contract interpretations, ests for clarification or instruction shall be directed to the Project ic Works shall be authorized to bind the Owner with respect to ce with the contract document.
CITY OF GR	REELEY, COLORADO
Ву:	
Ti+lo	

#### CERTIFICATE OF SUBSTANTIAL COMPLETION

TO: <b>Contract</b> (	OR
-----------------------	----

PROJECT: FAMILY FUNPLEX RE-ROOF - BID - #F25-04-023

Project or designated portion shall include:

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, \_\_\_, 2024".

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 Punch List of items attached hereto within the specified scheduled completion dates.

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: FAMILY FUNPLEX RE-ROOF - BID - #F25-04-023

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 , 2024 at 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):

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:					
		2025			2025
Contractor's Representative	DATE	_	Project Manager (COG)	DATE	

# CITY OF GREELEY GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION (Enter Reference)

Please click the link below to access Section 00510

SECTION 00510 General Conditions.pdf

#### SUBCONTRACTORS/MATERIALS SUPPLIERS AND RELATED DATA

Firm Name:	City Contractors License	#
Primary Contractor		
PROJECT:		
	Materials Suppliers to be utilized, please provid	de the following
information (use additional she		
	Fax Number:	
	of total work be assignedPercentage:	%
Firm Name:Address:	City Contractors License	
Phone Number:	Fax Number:	
	of total work be assigned	
	Percentage:	
	City Contractors License	#
Address:		
Phone Number:	Fax Number:	
Proposed work and percentage	of total work be assigned	
	Percentage:	%
Firm Name:Address:	City Contractors License	#
	Fax Number:	
	of total work be assigned	
	Percentage:	
Firm Name:Address:	City Contractors License	#
Phone Number:	Fax Number:	
Proposed work and percentage		
The state of the s		%

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.

# Substantial Completion Punchlist Items

DR 160 (9/87) DEPARTMENT OF REVENUE 1375 SHERMAN STREET DENVER, COLORADO 80261 State of Colorado

THIS LICENSE IS NOT TRANSFERABLE

CERTIFICATE OF EXEMPTION FOR SALES AND USE TAX ONLY

GREELEY CITY OF 1000 10TH ST GREELEY CO 80631-3982

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



# SECTION 00620 SPECIAL PROVISIONS FAMILY FUNPLEX RE-ROOF — BID — #F25-04-023 Roof Replacement Greeley, Colorado

#### **DESCRIPTION OF THE PROJECT:**

Current roofing system have some leaks and have been patched to make them watertight. This building has several roof levels over metal decks. This project will consist of replacing the 3 EPDM roofs with Fully adhered TPO .60 thick membrane, the approx. size of the main roof level A is 41,000 square feet (to be verified by contractor). Parapet walls have approx. 623 linear feet 4 feet high roof level B is 1139 square feet with 101 linear feet of parapet wall, level C is 561 square feet, all the wall cap that shall be replaced with new, matching color and specifications as well. The contractor will replace any damaged insulation then install a cover board before adding the new TPO. The new TPO will be the color, white. This process will be done in accordance with manufactured standards to achieve a 20-year manufacturer's warranty.

#### **LOCATION OF WORK:**

All work is located at the City of Greeley Family Funplex 1501 65th Ave, Greeley CO 80631.

#### **Additional Items:**

- 1. Construction scheduled time frame to be completed by August 29, 2025.
- 2. Work hours are 7:00 AM to 8:00 pm, unless coordinated with Facilities Division.
- 3. Restroom will be available within the facility.
- 4. Parking will be available in south parking lot, prox cards will be issued by the City's Project Manager and must be

prox cards will be issued by the City's Project Manager and must be returned at the end of the project.

- 5. Contractor must obtain all necessary permits.
- **6.** Contact person for Facilities Division. (Terry Griebe @ 970-539-6232) for issues during project.
- 7. Per-bid meeting and walk-through is highly recommended to bid this project.
- 8. Construction work area shall be cleaned up at the end each workday.

#### **PERMITS:**

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

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

Work shall be completed within (45) 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 8:00 pm or per-determined after hours. The work must be coordinated with Jaime Gonzalez-Diaz@ 970.539.6230 Project Manager or Janet Timko @ 970.350.9334 Facilities Manager.

#### **MEASUREMENT AND PAYMENTS:**

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

#### **FINAL CLEAN UP:**

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

#### **POST CONSTRUCTION INSPECTION AND WARRANTY:**

Please see General conditions 510 article 11

## **END OF SECTION 00620**

