

CITY OF FORT COLLINS

ADDENDUM No 1

BID #5328 REVEGETATION & STABILIZATION

OCTOBER 9, 1998

SPECIFICATIONS AND CONTRACT DOCUMENTS

Description of Bid #5328 Revegetation & Stabilization

OPENING DATE October 21, 1998, 2 30p m

To all prospective bidders under the specifications and contract documents described above, the following changes are hereby made

Pages 8, 10, and 11 of the bid have been revised New pages accompany this addendum Please use the revised pages in any bid submission

Page 8 revisions

Item #2, revised to read Soil Preparation, Ripping - loosen heavily and/or artificially compacted soils to a depth of twelve (12) inches

Item #15, added Mowing - mow newly seeded or previously seeded areas at times specified by the Project Manager, generally two or three times per growing season Price per acre/per time

Page 10 revisions

Added row for pricing of Item #15

Page 11 revisions

Job #2, Item #9, replaced with Item #7, Hydroseed

If you have questions please contact Jim Hume, CPPB, Buyer, at 970-221-6776

RECEIPT OF THIS ADDENDUM MUST BE ACKNOWLEDGED BY A WRITTEN STATEMENT ENCLOSED WITH THE BID/QUOTE STATING THAT THIS ADDENDUM HAS BEEN RECEIVED.

**PART 7 - BID ITEMS FOR GENERAL REVEGETATION/STABILIZATION**

Page 8

Bid Item Description

- Item # 1 Soil Preparation – prepare soils for soil amendments, seed, and mulch in accordance with section 3 2 of this contract Does not include ripping artificially compacted soils
- Item # 2 Soil Preparation, Ripping – loosen heavily and/or artificially compacted soils to a depth of twelve (12) inches, and prepare soils for amendments, seed, and mulches as specified in Section 3 2 of this contract
- Item # 3 Fertilization - apply fertilizer in accordance with the specifications of this contract at the specified rate Does not include cost of the fertilizer
- Item # 4 Herbicide Application - apply herbicide per specifications Does not include cost of herbicide
- Item # 5 Seeding, Drill - drill (range drill) specified seed mix at the specified rate in accordance with the seeding specifications of this contract Does not include fertilization, seed cost, or mulching
- Item # 6 Seeding, Broadcast - broadcast specified seed mix at the specified rate in accordance with the seeding specifications of this contract Does not include fertilization, seed cost, or mulching
- Item # 7 Seeding, Hydroseed - apply specified seed mix with hydromulch at the specified rate in accordance with the seeding specifications of this contract Does not include fertilization or seed cost
- Item # 8 Mulching, Crimped - apply hay or grass mulch and crimp in accordance with the specifications of this contract Does not include fertilization or seeding
- Item # 9 Mulching, Hydromulch - apply hydromulch in accordance with the specifications of this contract Does not include fertilization or seeding
- Item # 10 Seed, Non-Native - cost per pound PLS, Seed Mix #1
- Item # 11 Seed, Native - cost per pound PLS, Seed Mix #2
- Item # 12 Fertilizer - cost per ton, 0-46-0 triple superphosphate fertilizer
- Item # 13 Fertilizer - cost per ton, 18-46-0 fertilizer
- Item # 14 Erosion Control Blankets – supply and install North American Green SC-150 (or approved equivalent) erosion control blankets in accordance with manufacturer's recommendations
- Item #15 Mowing - mow newly seeded or previously seeded areas at times specified by the Project Manager, generally two or three times per growing season Price per acre/per time



BID PROPOSAL – 3 pages

Bid # 5328, Revegetation and Stabilization

<u>Bid Item</u>	Cost Per Acre If Less Than 5 Acres	Cost Per Acre If 5 Acres to 30 Acres	Cost Per Acre If Greater Than 30 Acres
Item # 1			
Item # 2			
Item # 3			
Item # 4			
Item # 5			
Item # 6			
Item # 7			
Item # 8			
Item # 9			
Item # 15			

Unit Cost

- Item # 10 _____
- Item # 11 _____
- Item # 12 _____
- Item # 13 _____

Cost Per Square Yard

- Item # 14 _____



Sample Jobs

Instructions Bidders should fill in appropriate bid item prices from the prepared Bid Schedule and total for all three categories Assume 30 pounds PLS/Acre for the non-native seed mix (Item # 10), and 15 pounds PLS/Acre for the native mix (Item # 11)

All prices must be per acre for each job size

Less Than 5 Acres 5 Acres to 30 Acres 30 Acres or More

Job # 1

	Price per Acre	Price per Acre	Price per Acre
Item # 2 Soil Preparation			
Item # 5 Drill Seed			
Item # 8 Straw Mulch			
Item # 10 Non-native Seed			
Total, per Acre Cost:			

Job # 2

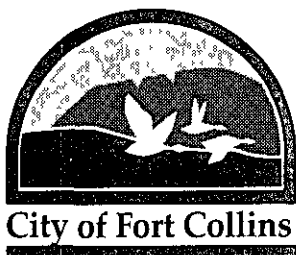
	Price per Acre	Price per Acre	Price per Acre
Item # 1 Soil Preparation			
Item # 7 Hydroseed			
Item # 10 Non-native Seed			
Total, per Acre Cost			

Job # 3

	Price per Acre	Price per Acre	Price per Acre
Item # 5 Drill Seed			
Item # 11 Native Seed Mix			
Total, per Acre Cost:			

Job # 4

	Price per Acre	Price per Acre	Price per Acre
Item # 1 Soil Preparation			
Item # 6 Broadcast Seed			
Item # 9 Hydromulch			
Item # 10 Non-native Seed			
Total, per Acre Cost:			



CITY OF FORT COLLINS

INVITATION TO BID

BID #5328
REVEGETATION AND STABILIZATION

BID OPENING: OCTOBER 21, 1998, 2:30p m. (our clock)

Sealed bids will be received and publicly opened at the office of the Director Of Purchasing and Risk Management, 256 West Mountain Avenue, Fort Collins, Colorado 80521, at the time and date noted on the bid proposal and/or contract documents

Bids must be received at the Purchasing Office prior to 2:30p.m. (our clock), October 21, 1998.

A copy of the Bid may be obtained as follows:

- 1 Download the Bid from the Purchasing Webpage, Current Bids page, at [www.ci.fort-collins.co.us\CITY_HALL\PURCHASING](http://www.ci.fort-collins.co.us/CITY_HALL/PURCHASING) then via the Current Bids pushbutton
- 2 Come by Purchasing at 256 W Mountain Ave , Fort Collins, and request a copy of the Bid

Special Instructions

All bids must be properly signed by an authorized representative of the company with the legal capacity to bind the company to the agreement. Bids may be withdrawn up to the date and hour set for closing. Once bids have been accepted by the City and closing has occurred, failure to enter into contract or honor the purchase order will be cause for removal of supplier's name from the City of Fort Collins' bidders list for a period of twelve months from the date of the opening. The City may also pursue any remedies available at law or in equity. Bid prices must be held firm for a period of forty-five (45) days after bid openings.

Submission of a bid is deemed as acceptance of all terms, conditions and specifications contained in the City's specifications initially provided to the bidder. Any proposed modification must be accepted in writing by the City prior to award of the bid.

Only bids properly received by the Purchasing Office will be accepted. All bids should be clearly identified by the bid number and bid name contained in the bid proposal.

No proposal will be accepted from, or any purchase order awarded, to any person, firm or corporation in default on any obligation to the City.

Bids must be furnished exclusive of any federal excise tax, wherever applicable.

Bidders must be properly licensed and secure necessary permits wherever applicable

Bidders not responding to this bid will be removed from our automated vendor listing for the subject commodities

The City may elect where applicable, to award bids on an individual item/group basis or on a total bid basis, whichever is most beneficial to the City. The City reserves the right to accept or reject any and all bids, and to waive any irregularities or informalities

Sales prohibited/conflict of interest no officer, employee, or their dependent or person residing in and sharing the expenses of their household, shall have a financial interest in the sale to the City of any real or personal property, equipment, material, supplies or services. This rule also applies to subcontracts with the City. This shall not apply to members of any authority, board, committee or commission of the city, other than the members of the City Council. Soliciting or accepting any gift, gratuity favor, entertainment, kickback or any items of monetary value from any person who has or is seeking to do business with the City of Fort Collins is prohibited. Any vendor knowing of this type of activity is encouraged to report in confidence to the Director of Purchasing and Risk Management, Director of Finance, City Attorney or City Manager so the matter can be dealt with

Freight terms unless otherwise noted, all freight is F O B Destination, Freight Prepaid. All freight charges must be included in prices submitted on proposal

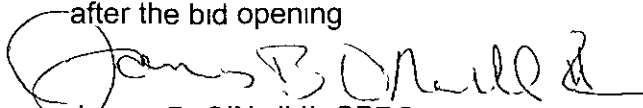
Discounts any discounts allowed for prompt payment, etc, must be reflected in bid figures and not entered as separate pricing on the proposal form

Purchasing restrictions your authorized signature of this bid assures your firm's compliance with the City's purchasing restrictions. A copy of the resolutions are available for review in the Purchasing Office or the City Clerk's Office

Cement restrictions City of Fort Collins Resolution 91-121 requires that suppliers and producers of cement or products containing cement to certify that the cement was not made in cement kilns that burn hazardous waste as a fuel

Collusive or sham bids any bid deemed to be collusive or a sham bid will be rejected and reported to authorities as such. Your authorized signature of this bid assures that such bid is genuine and is not a collusive or sham bid

Bid results for information regarding results for individual bids send a self-addressed, self-stamped envelope and a bid tally will be mailed to you. Bid results will be posted in our office 7 days after the bid opening



James B. O'Neill II, CPPO
Director of Purchasing and Risk Management

BID PROPOSAL

BID # 5328

BID OPENING. October 21, 1998, 2:30pm (our clock)

We hereby enter our bid for the City of Fort Collins' requirements for **Revegetation and Stabilization**, per the bid invitation and any referenced specifications

Mandatory Pre-Bid: A mandatory pre-bid conference will be held at 9 00am on October 7, 1998, at the Utility Department, large conference room, 700 Wood Street, Fort Collins

SPECIFICATIONS: GENERAL REVEGETATION/STABILIZATION

PART 1 - GENERAL

1.1 DESCRIPTION

The purpose of this contract is to establish the basic costs of various items such as soil preparation, seed mixes, fertilizers, reseeding, and mulching in order that the City can, on relatively short notice, have land disturbance sites within City limits stabilized and revegetated by applying one or a combination of the items most appropriate to an individual site and time. The Contractor must be able to respond to a City request for work within five (5) working days with all of the men, equipment, and materials necessary to complete the requested work in a timely manner.

Any work shall be completed in accordance with these specifications, accepted horticultural practices, and the project documents. All permits, licenses, and fees associated with any work under this Contract are the responsibility of the Contractor, unless otherwise noted.

1.2 SUBMITTALS

The Contractor shall be required to submit statements of guarantee from vendors who supply seed, mulches, tackifiers, and fertilizers. These submittals are detailed in Part 2 - Materials.

1.3 CONTRACTOR'S SITE RESPONSIBILITIES

It shall be the responsibility of the Contractor to locate and protect all utilities, structures, roadways, parking areas, fences, survey markers, existing vegetation (e.g. trees), etc. on all work sites. Any damage caused by the Contractor or his subcontractors shall be immediately repaired or corrected by the Contractor at no expense to the City of Fort Collins.

1.4 CLEANING

All work sites shall be kept clean and free from all debris. At the conclusion of work at any site, the Contractor shall remove and haul from the site all excess materials, debris, and equipment. Any damage (e.g. damaged fencing, damaged road surfaces, excessive tire furrows, mud tracked onto pavement, etc.) resulting from the Contractor's activities shall be repaired by the Contractor to the Project Manager's satisfaction at no expense to the City of Fort Collins.

PART 2. MATERIALS

2.1 GENERAL

All materials used shall be new and without flaws or defects of any type, and shall be the best of their class and kind.

All materials furnished shall be free of noxious weeds as defined in Article III, Section 20-41 of the Code of the City of Fort Collins, including but not limited to Russian Knapweed, Canada Thistle, Field Bindweed, Johnsongrass, Leafy Spurge, and Kochia.

Any materials which have become wet, moldy, or otherwise damaged in transit or in storage will not be used.

All materials shall be furnished in original manufacturers shipping bags or containers and remain in these bags or containers until they are used. All materials shall be stored in a manner which will prevent them from coming into contact with precipitation, surface water, or any other contaminating substance.

2.2 HERBICIDE

Herbicide will be specified by the Project Manager. The cost of obtaining (not applying) the required herbicide will be negotiated on a project by project basis.

2.3 SEED

The seed mix will be specified by the Project Manager. All seed shall be mixed by a wholesale seed supplier in the proportions determined by the Project Manager in order to obtain the application rate specified by the Project Manager.

All seed shall conform to current State and Federal regulations, and will be subject to the testing provisions of the Association of Official Seed Analysis.

All seed and seed mixes shall be furnished in bags or containers clearly labeled to show the name and address of the supplier, the common, scientific, and variety name(s) of the seed(s), the lot number, point of origin, net weight, percent of weed content, and the guaranteed percentage of purity and germination. These labels shall be submitted to the Project Manager at the completion of each project.

The Contractor shall furnish to the Project Manager a signed statement certifying that the seed furnished is from a lot that has been tested by a recognized laboratory for seed testing within six months prior to the date of delivery

2.4 FERTILIZER

Fertilizer shall be specified by the Project Manager. All fertilizer shall be a standard commercial product of uniform composition, free flowing and conforming to applicable State and Federal laws. It shall be delivered in original, unopened containers, unless provisions are made and approved by the Project Manager for bulk deliveries to the site of the work.

No cyanamide compounds will be permitted in fertilizers.

The Contractor shall submit to the Project Manager the manufacturer's guaranteed chemical analysis, name, trade name, trademark, and conformance to state law of all fertilizers.

2.5 MULCH

The type of mulching material to be used shall be specified by the Project Manager.

Hay or Straw Mulch - all hay or straw mulch shall be grass hay or straw. At least seventy (70%) percent of the mulch by weight shall be ten (10") inches or more in length. Mulch shall not contain any noxious weed, must, mold, cake, or decay.

Hydraulic Mulch - hydraulic mulch material shall consist of at least ninety (90%) percent virgin wood cellulose fiber and be free of any substance or factor which might inhibit germination or growth of grass seed. The wood cellulose fibers shall have the property of becoming evenly dispersed and suspended when agitated in water.

Hydraulic mulch shall be clean and shall not contain the seeds of noxious weeds or unspecified grasses. It shall be dyed a color to allow visual metering of its application. When sprayed uniformly on the surface of the soil, the fibers shall form a blotter-like ground cover which readily absorbs water, and allows infiltration to the underlying soil.

Weight specifications for hydraulic mulch from suppliers and for all applications shall refer only to air dry weight of the fiber, a standard equivalent to ten (10%) percent moisture. The hydraulic mulch material shall be supplied in packages having a gross weight not in excess of one hundred (100 lbs) pounds, and shall be marked by the manufacturer to show the air dry weight content.

The contractor shall obtain and submit to the project manager certifications from suppliers of hydraulic mulch that laboratory and field testing of their product has been accomplished, and that it meets all of the foregoing requirements pertaining to wood cellulose fiber mulch.

2.6 ORGANIC TACKIFIER/BINDER

Tackifiers shall be approved commercial grade products (such as "M-Binder" from Ecology Controls, P O Box 1275, Carpinteria, CA 93013) suitable for use with virgin wood cellulose fiber mulch. All tackifiers shall be a non-toxic, non-corrosive, all organic powder which forms a resilient, rewettable membrane when combined with wood fiber mulches and water.

Tackifier materials shall be furnished in original manufacturer's bags or containers clearly labeled to show the name and address of the supplier, and the material chemical contents. Labels and certificates shall be submitted to the Project Manager.

2.7 EROSION CONTROL NETTING, BLANKETS, MATS, FABRICS

Erosion control blankets, mats, or other commercial products for stabilizing land disturbed areas may be required on certain projects. If so, the type, manufacturer, and installation method for these products will be specified by the Project Manager.

2.8 WATER

All water used on projects under this Contract shall be free of any substances harmful to plant germination and growth, or to the environment in general. The Contractor shall be responsible for furnishing and applying water which meets these requirements. The Project Manager may, at the Contractor's expense, submit samples of water used on any project for laboratory analysis (of a reasonable number and kind) to insure the quality of the water.

PART 3 EXECUTION

3.1 GENERAL

Notice to Contractor - The Project Manager shall provide written notice to the Contractor which shall include a description of the work to be performed, and a request for the Contractor's estimate of the cost to complete the work based on current bid prices.

Contractor's Estimate of Cost - The Contractor shall provide the Project Manager with a written estimate of the cost of the requested work within three (3) days of the Project Manager's Notice to Contractor. Said estimate shall include a probable start date and an estimate of time required to complete the work, all within the time limits stated in the contract document or as agreed to on the particular project for which work is being requested.

Purchase Order - Upon receipt of and agreement with the Contractor's estimate of cost and time to complete, the Project Manager shall provide the Contractor with a Purchase Order. The Contractor shall begin and complete the work as agreed to in his estimate or within five (5) working days if the Project Manager has requested work begin as soon as possible.

Performance of the Work - All work is to be performed by personnel thoroughly familiar with proper and accepted methods for soil preparation, herbicide applications, fertilizing, seeding,

mulching, etc. All work is to be performed under the direct supervision of the Contractor's superintendent, who shall be thoroughly familiar with the provisions of this contract

3.2 SOIL/SEEDBED PREPARATION

The top six (6) inches of all soil shall be worked until it has become loose and friable to the satisfaction of the Project Manager prior to the addition of any soil amendments, seed, or mulch. Soils in areas that have supported vehicular traffic or which have been otherwise artificially compacted shall be loosened (ripped) to the satisfaction of the Project Manager a minimum depth of twelve (12) inches to break up any restrictive layers prior to the required preparation of the top six inches. All soils shall be worked until no clods of soil greater than two (2) inches in diameter remain, and rocks and all other objects three (3) inches or greater in any dimension shall be removed.

All ripping, tilling, disking, etc. (soil loosening) operations shall be done in a direction which follows the natural contours of the land on slopes of three (3) to one (1) or less. Any irregularities in the ground surface resulting from soil preparation operations shall be corrected and sloped to drain. Soils on slopes greater than three (3) to one (1) will be prepared for planting in a manner specified on a project by project basis.

Any required soil amendments (e.g. organic soil conditioners, fertilizers, etc.) shall be uniformly spread on the surface of soil which has been prepared as stated in Section 3.2 at a rate recommended by the manufacturer or as specified by the Project Manager. The amendment(s) shall then be evenly worked into the top four (4) inches of the soil.

3.3 SEEDING

All seed is to be drilled 0.25 inch to 0.50 inch into the soil at the specified PLS/acre rate with a mechanical, power-drawn drill seeder. Rows shall be spaced not more than 7 inches apart. The Contractor shall drill one-half of the required PLS/acre in one compass direction, and then drill the remaining half of the required PLS/acre in a direction 90 degrees to the first half.

Some projects or areas within projects may be inaccessible to a seed drill. In these areas, which shall be agreed upon by the Contractor and Project Manager, seed shall be uniformly broadcast at the specified PLS/acre and covered with soil to a depth of 0.25 inch to 0.50 inch prior to the application of mulch. In some instances, the use of other seeding methods (e.g. brillion, hydroseeding) may be authorized by the Project Manager.

The Contractor shall notify the Project Manager prior to any seeding work. The Project Manager will be on site during seeding operations, and will collect representative samples of the seed used on any project for possible later testing for contract compliance.

3.4 FERTILIZATION

Any fertilizers specified by the Project Manager shall be applied and mixed with the soil as specified in section 3.2. On some projects, as directed by the Project Manager, fertilizers shall

be spread evenly on the surface of the soil immediately after seeding operations have been completed. All fertilizers shall be applied using standard application equipment at rates specified by the Project Manager.

3.5 MULCHING

Hay or Straw Mulch - Hay or straw mulch shall be applied immediately after seeding and/or fertilizing has been completed with a mechanical spreader at a rate not less than one and one-half (1 1/2) or more than two (2) tons per acre. Hay or straw mulch shall then be anchored to the soil with a standard commercial crimper which shall crimp the fiber four (4) inches or more into the soil.

Hydraulic Mulch - Immediately after seeding has been completed, hydraulic mulch, if required, shall be applied as a homogeneous slurry of water, cellulose fiber mulch, and tackifier at the rate of two thousand (2,000) pounds per acre. Mulch mixture shall be applied uniformly over all seeded areas with equipment capable of operating at one hundred (100) gallons per minute at one hundred (100) pounds per square inch.

3.6 HERBICIDE/CHEMICAL APPLICATIONS

Herbicides or other chemicals, if required, shall be applied using well maintained spraying equipment by individuals working for the Contractor who are appropriately licensed by any State and/or Federal agency having jurisdiction over such applications. **It shall be the responsibility of the Contractor** to be knowledgeable of any and all current laws and regulations pertaining to herbicide and other chemical applications, and to advise the Project Manager immediately if any requests for these applications made by the Project Manager are inappropriate as they pertain to these laws and regulations.

Herbicides and other chemicals shall not be applied during periods when wind or other physical conditions cause the herbicides or chemicals to be transported a distance of more than five (5) feet from the immediate area where they are being placed. **It shall be the responsibility of the Contractor** to stop work immediately and to notify the Project Manager if any weather or other physical condition exists which would make the application of herbicides or other chemicals inappropriate.

All herbicides or other chemicals requested (except solid fertilizers, section 3.3) shall be applied at a rate and strength, and by the method recommended by the manufacturer of the product being used.

3.7 EROSION CONTROL NETTING, BLANKETS, MATS, FABRICS

All erosion control blankets, mats, or other soil stabilizing commercial products specified by the Project Manager shall be installed and anchored to the ground in accordance with manufacturer's recommendations.

PART 4 - PAYMENT FOR COMPLETED WORK

When work has been completed on any project, the Contractor and the Project Manager shall inspect the site together and determine the total area of the work, and whether or not the work is complete and has been done in accordance with Contract documents. If mutual agreement cannot be reached on these issues, the determinations made by the Project Manager shall be final. Deficiencies in the work, if any, shall be noted and a checklist of these deficiencies given to the Contractor by the Project Manager. The Contractor shall immediately correct any deficiencies listed on the checklist. When all checklist items are completed to the satisfaction of the Project Manager, the Project Manager shall issue a Conditional Acceptance Certificate as set forth in Part 5 - Warranty of this Contract. The Contractor shall then submit an invoice to the City for the project based on the original project estimate and any change orders which have been agreed to and signed by both parties.

PART 5 - WARRANTY

Upon completion of any project, and if the work has been satisfactorily completed as set forth in Part 4 - Payment for Completed Work of this Contract, the Project Manager shall record the date and issue a Certificate of Conditional Acceptance.

The Contractor shall warrant all seeded areas against defective materials and/or workmanship for two growing seasons from the date of Conditional Acceptance. At any time during the warranty period, the Project Manager may order the seed samples collected at the time of seeding to be tested for purity, weed content, species present, etc. The Contractor shall be responsible for the cost of these tests. The Contractor shall reseed (in accordance with the provisions in the original project work order) any areas that are dead, diseased, or in the opinion of the Project Manager, in an unhealthy condition as a result of defective materials or workmanship, at no additional cost to the City.

PART 6 - METHOD OF AWARD

A standard agreement (Exhibit A) shall be negotiated with the lowest responsive and responsible bidder. Such agreement shall be effective from date of initial award and shall continue in full force and effect for one year, unless sooner terminated as herein provided. This will not be an exclusive award. The City may bid revegetation and stabilization work as part of other bids or award work to other contractors whenever the awarded contractor cannot comply within the times specified in the Scope of Work. In addition, at the option of the City, the Agreement may be extended for additional one year periods not to exceed four (4) additional one year periods. Pricing changes shall be negotiated by and agreed to by both parties. Awarded vendor may be required to justify requests for price increases using supplier invoices or other proof of increased costs. Written notice of renewal shall be provided to the Service Provider and mailed no later than sixty (60) days prior to contract end.

PART 7 - BID ITEMS FOR GENERAL REVEGETATION/STABILIZATION

Bid Item Description

- Item # 1 Soil Preparation – prepare soils for soil amendments, seed, and mulch in accordance with section 3 2 of this contract Does not include ripping artificially compacted soils
- Item # 2 Soil Preparation, Ripping – loosen heavily and/or artificially compacted soils to a depth of twelve (12) inches, and ~~prepare soils for amendments, seed, and mulches as specified in Section 3-2 of this contract~~
- Item # 3 Fertilization - apply fertilizer in accordance with the specifications of this contract at the specified rate Does not include cost of the fertilizer
- Item # 4 Herbicide Application - apply herbicide per specifications Does not include cost of herbicide
- Item # 5 Seeding, Drill - drill (range drill) specified seed mix at the specified rate in accordance with the seeding specifications of this contract Does not include fertilization, seed cost, or mulching
- Item # 6 Seeding, Broadcast - broadcast specified seed mix at the specified rate in accordance with the seeding specifications of this contract Does not include fertilization, seed cost, or mulching
- Item # 7 Seeding, Hydroseed - apply specified seed mix with hydromulch at the specified rate in accordance with the seeding specifications of this contract Does not include fertilization or seed cost
- Item # 8 Mulching, Crimped - apply hay or grass mulch and crimp in accordance with the specifications of this contract Does not include fertilization or seeding
- Item # 9 Mulching, Hydromulch - apply hydromulch in accordance with the specifications of this contract Does not include fertilization or seeding
- Item # 10 Seed, Non-Native - cost per pound PLS, Seed Mix #1
- Item # 11 Seed, Native - cost per pound PLS, Seed Mix #2
- Item # 12 Fertilizer - cost per ton, 0-46-0 triple superphosphate fertilizer
- Item # 13 Fertilizer - cost per ton, 18-46-0 fertilizer
- Item # 14 Erosion Control Blankets – supply and install North American Green SC-150 (or approved equivalent) erosion control blankets in accordance with manufacturer's recommendations

PART 8 – SEED MIXES**Seed Mix # 1 – Non-native**

Species Common Name	Scientific Name	Variety	Number Seeds/Lb	Percent of Mix	Pounds PLS/Acre
Smooth Brome	<i>Bromus inermis</i>	Lincoln	125,000	25	6 0
Crested Wheat	<i>Agropyron cristatum</i>	Ephraim	175,000	25	5 0
Intermediate Wheatgrass	<i>Agropyron intermedium</i>	Amur	100,000	20	6 0
Perennial Ryegrass	<i>Lolium perenne</i>	Affinity, Linn	247,000	15	3 0
Russian Wildrye	<i>Elymus junceus</i>	Vinall	170,000	15	4 0
Totals				100	24.0

Seed Mix #2 - Native

Species Common Name	Scientific Name	Variety	Number Seeds/Lb	Percent of Mix	Pounds PLS/Acre
Blue Grama	<i>Bouteloua gracilis</i>	Lovington	712,000	12	0 4
Side Oats Grama	<i>Bouteloua curtipendula</i>	Vaughn	143,000	10	1 5
Buffalo Grass	<i>Buchloe dactyloides</i>		42,000	10	5 2
Western Wheat	<i>Agropyron smithii</i>	Barton	120,000	14	2 5
Bluebunch Wheatgrass	<i>Agropyron spicatum</i>	Secar	150,000	5	0 9
Slender Wheatgrass	<i>Agropyron trachycaulum</i>	Primar	159,000	5	0 9
Needle and Thread	<i>Stipa comata</i>		115,000	5	1 2
Sand Dropseed	<i>Sporobolus cryptandrus</i>		5,300,000	14	0 1
Indian Rice Grass	<i>Oryzopsis hymenoides</i>	Paloma	141,000	8	1 2
Big Bluestem	<i>Andropogon gerardi</i>	Kaw	191,000	8	1 0
Little Bluestem	<i>Andropogon scoparius</i>	Pastura	379,000	9	0 6
Totals				100	15.5

BID PROPOSAL – 3 pages

Bid # 5328, Revegetation and Stabilization

<u>Bid Item</u>	Cost Per Acre If Less Than 5 Acres	Cost Per Acre If 5 Acres to 30 Acres	Cost Per Acre If Greater Than 30 Acres
Item # 1			
Item # 2			
Item # 3			
Item # 4			
Item # 5			
Item # 6			
Item # 7			
Item # 8			
Item # 9			

Unit Cost

Item # 10	
Item # 11	
Item # 12	
Item # 13	

Cost Per Square Yard

Item # 14	
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Sample Jobs

Instructions Bidders should fill in appropriate bid item prices from the prepared Bid Schedule and total for all three categories Assume 30 pounds PLS/Acre for the non-native seed mix (Item # 10), and 15 pounds PLS/Acre for the native mix (Item # 11)

All prices must be per acre for each job size

Less Than 5 Acres 5 Acres to 30 Acres 30 Acres or More

Job # 1

	Price per Acre	Price per Acre	Price per Acre
Item # 2 Soil Preparation			
Item # 5 Drill Seed			
Item # 8 Straw Mulch			
Item # 10 Non-native Seed			
Total, per Acre Cost:			

Job # 2

	Price per Acre	Price per Acre	Price per Acre
Item # 1 Soil Preparation			
Item # 7 Hydromulch <i>Seed</i>			
Item # 10 Non-native Seed			
Total, per Acre Cost:			

Job # 3

	Price per Acre	Price per Acre	Price per Acre
Item # 5 Drill Seed			
Item # 11 Native Seed Mix			
Total, per Acre Cost			

Job # 4

	Price per Acre	Price per Acre	Price per Acre
Item # 1 Soil Preparation			
Item # 6 Broadcast Seed			
Item # 9 Hydromulch			
Item # 10 Non-native Seed			
Total, per Acre Cost			

NOTES All bid prices (Items # 1 - # 9, and # 14) shall include the costs for any and all personnel, materials, and equipment necessary to perform the work at the project site(s) No additional charges will be allowed

All bid prices (Items # 1 - # 9, and # 14) shall include the costs for any and all work that can be considered necessary and reasonable to complete application/installation per any pertinent specification in this Contract

All spaces must contain a bid price in the units indicated

For general questions concerning this bid, contact Jim Hume, Buyer, 970-221-6776

For technical questions concerning this bid, contact Bob Zakely, 970-221-6063

Signature	Title
Company	Date
Street	Phone #
City	Fax #
State/Zip	Email

Exhibit A

Sample
SERVICES AGREEMENT
REVEGETATION AND STABILIZATION

THIS AGREEMENT made and entered into the day and year set forth below by and between THE CITY OF FORT COLLINS, COLORADO, a Municipal Corporation, hereinafter referred to as the "City" and , hereinafter referred to as "Service Provider"

WITNESSETH:

In consideration of the mutual covenants and obligations herein expressed, it is agreed by and between the parties hereto as follows

1. Scope of Services

The Service Provider agrees to provide **Revegetation and Stabilization** services in accordance with the scope of services attached hereto as Exhibit "A", consisting of ____ (____) pages, and incorporated herein by this reference

2. Contract Period

This Agreement shall commence November 1, 1998, and shall continue in full force and effect until October 31, 1999, unless sooner terminated as herein provided. In addition, at the option of the City, the Agreement may be extended for additional one year periods not to exceed four (4) additional one year periods. Pricing changes shall be negotiated by and agreed to by both parties. Awarded vendor may be required to justify requests for price increases using supplier invoices or other proof of increased costs. Written notice of renewal shall be provided to the Service Provider and mailed no later than sixty (60) days prior to contract end.

3. Delay

If either party is prevented in whole or in part from performing its obligations by unforeseeable causes beyond its reasonable control and without its fault or negligence, then the party so prevented shall be excused from whatever performance is prevented by such cause. To the extent that the performance is actually prevented, the Service Provider must provide written notice to the City of such condition within fifteen (15) days from the onset of such condition.

4 Early Termination by City/Notice

Notwithstanding the time periods contained herein, the City may terminate this Agreement at any time without cause by providing written notice of termination to the Service Provider. Such notice shall be delivered at least fifteen (15) days prior to the termination date contained in said notice unless otherwise agreed in writing by the parties. All notices provided under this

Agreement shall be effective when mailed, postage prepaid and sent to the following addresses

City:

Service Provider:

City of Fort Collins Purchasing
PO Box 580
Fort Collins, CO 80521

In the event of early termination by the City, the Service Provider shall be paid for services rendered to the date of termination, subject only to the satisfactory performance of the Service Provider's obligations under this Agreement. Such payment shall be the Service Provider's sole right and remedy for such termination.

5. Contract Sum

The City shall pay the Service provider for the performance of this Contract, subject to additions and deletions provided herein, as specified in Price Schedule, Exhibit "B", consisting of one (1) page, and incorporated herein by this reference.

6. City Representative/Program Manager

The City will designate, prior to commencement of the work, its representative who shall make, within the scope of his or her authority, all necessary and proper decisions with reference to the services provided under this agreement. All requests concerning this agreement shall be directed to the City Representative/Program Manager.

7. Independent Service Provider

The services to be performed by Service Provider are those of an independent service provider and not of an employee of the City of Fort Collins. The City shall not be responsible for withholding any portion of Service Provider's compensation hereunder for the payment of FICA, Workmen's Compensation or other taxes or benefits or for any other purpose.

8. Personal Services

It is understood that the City enters into the Agreement based on the special abilities of the Service Provider and that this Agreement shall be considered as an agreement for personal services. Accordingly, the Service Provider shall neither assign any responsibilities nor delegate any duties arising under the Agreement without the prior written consent of the City.

9. Acceptance Not Waiver

The City's approval or acceptance of, or payment for any of the services shall not be construed to operate as a waiver of any rights or benefits provided to the City under this Agreement or cause of action arising out of performance of this Agreement.

10 Warranty

- a Service Provider warrants that all work performed hereunder shall be performed with the highest degree of competence and care in accordance with accepted standards for work of a similar nature
- b Unless otherwise provided in the Agreement, all materials and equipment incorporated into any work shall be new and, where not specified, of the most suitable grade of their respective kinds for their intended use, and all workmanship shall be acceptable to City
- c Service Provider warrants all equipment, materials, labor and other work, provided under this Agreement, except City-furnished materials, equipment and labor, against defects and nonconformances in design, materials and workmanship/workwomanship for a period beginning with the start of the work and ending twelve (12) months from and after final acceptance under the Agreement, regardless whether the same were furnished or performed by Service Provider or by any of its subcontractors of any tier Upon receipt of written notice from City of any such defect or nonconformances, the affected item or part thereof shall be redesigned, repaired or replaced by Service Provider in a manner and at a time acceptable to City

11. Default

Each and every term and condition hereof shall be deemed to be a material element of this Agreement In the event either party should fail or refuse to perform according to the terms of this agreement, such party may be declared in default thereof

12. Remedies

In the event a party has been declared in default, such defaulting party shall be allowed a period of ten (10) days within which to cure said default In the event the default remains uncorrected, the party declaring default may elect to

- a Terminate the Agreement and seek damages,
- b Treat the Agreement as continuing and require specific performance, or
- c Avail himself of any other remedy at law or equity If the non-defaulting party commences legal or equitable actions against the defaulting party, the defaulting party shall be liable to the non-defaulting party for the non-defaulting party's reasonable attorney fees and costs incurred because of the default.

13. Binding Effect

This writing, together with the exhibits hereto, constitutes the entire agreement between the parties and shall be binding upon said parties, their officers, employees, agents and assigns and shall inure to the benefit of the respective survivors, heirs, personal representatives, successors and assigns of said parties

14. Indemnity/Insurance

- a The Service Provider agrees to indemnify and save harmless the City, its officers, agents and employees against and from any and all actions, suits, claims, demands or liability of any character whatsoever brought or asserted for injuries to or death of any person or persons, or damages to property arising out of, result from or occurring in connection with the performance of any service hereunder
- b The Service Provider shall take all necessary precautions in performing the work hereunder to prevent injury to persons and property
- c Without limiting any of the Service Provider's obligations hereunder, the Service Provider shall provide and maintain insurance coverage naming the City as an additional insured under this Agreement of the type and with the limits specified within Exhibit "C", consisting of one (1) page, attached hereto and incorporated herein by this reference. The Service Provider before commencing services hereunder, shall deliver to the City's Director of Purchasing and Risk Management, 256 West Mountain Avenue, Fort Collins, Colorado 80521 one copy of a certificate evidencing the insurance coverage required from an insurance company acceptable to the City

15. Entire Agreement

This Agreement, along with all Exhibits and other documents incorporated herein, shall constitute the entire Agreement of the parties. Covenants or representations not contained in this Agreement shall not be binding on the parties.

16. Law/Severability

The laws of the State of Colorado shall govern the construction, interpretation, execution and enforcement of this Agreement. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

When executed between the awarded vendor and the City, this agreement shall have attached to it three Exhibits, Exhibit "A" will be the Scope of Work, which will be the Specifications, as set forth in the bid, with additions and deletions as needed; Exhibit "B" will be a Price Schedule, adapted from the bid proposal of the awarded vendor; and Exhibit "C", Insurance Requirements, which is attached below.

Exhibit C

INSURANCE REQUIREMENTS

1 The Service Provider will provide, from insurance companies acceptable to the City, the insurance coverage designated hereinafter and pay all costs. Before commencing work under this bid, the Service Provider shall furnish the City with certificates of insurance showing the type, amount, class of operations covered, effective dates and date of expiration of policies, and containing substantially the following statement"

* "The insurance evidenced by this Certificate will not be cancelled or materially altered, except after ten (10) days written notice has been received by the City of Fort Collins "

In case of the breach of any provision of the Insurance Requirements, the City, at its option, may take out and maintain, at the expense of the Service Provider, such insurance as the City may deem proper and may deduct the cost of such insurance from any monies which may be due or become due the Service Provider under this Agreement. The City, its officers, agents and employees shall be named as additional insureds on the Service Provider's general liability and automobile liability insurance policies for any claims arising out of work performed under this Agreement.

2 Insurance coverages shall be as follows

A *Workers' Compensation & Employer's Liability* The Service Provider shall maintain during the life of this Agreement for all of the Service Provider's employees engaged in work performed under this agreement

1 Workers' Compensation insurance with statutory limits as required by Colorado law

2 Employer's Liability insurance with limits of \$100,000 per accident, \$500,000 disease aggregate, and \$100,000 disease each employee

B *Commercial General & Vehicle Liability* The Service Provider shall maintain during the life of this Agreement such commercial general liability and automobile liability insurance as will provide coverage for damage claims of personal injury, including accidental death, as well as for claims for property damage, which may arise directly or indirectly from the performance of work under this Agreement. Coverage for property damage shall be on a "broad form" basis. The amount of insurance for each coverage, Commercial General and Vehicle, shall not be less than \$500,000 combined single limits for bodily injury and property damage.

In the event any work is performed by a subcontractor, the Service Provider shall be responsible for any liability directly or indirectly arising out of the work performed under this Agreement by a subcontractor, which liability is not covered by the subcontractor's insurance.

YEAR 2000 COMPLIANCE CERTIFICATION AND INDEMNITY

Section 1 Contractor hereby certifies that all information resources or systems to be provided or used in connection with the performance of this Agreement are "Year 2000 Compliant", except as otherwise expressly described in Section 2, below "Year 2000 Compliant" shall mean that information resources meet the following criteria

a Data structures (e.g., databases, data files) provide 4-digit date century recognition For example, "1996" provides date century recognition, "96" does not

b Stored data contains date century recognition, including (but not limited to) data stored in databases and hardware/device internal system dates

c Calculations and programs logic accommodate both same century and multi-century formulas and date values Calculations and logic include (but are not limited to) sort algorithms, calendar generation, event recognition, and all processing actions that use or produce date values

d Interfaces (to and from other systems or organizations) prevent non-compliant dates and data from entering any state system

e User interfaces (i.e., screens, reports, etc.) accurately show 4 digit years

f Year 2000 is correctly treated as a leap year within all calculation and calendar logic

Section 2 Contractor has identified the following information resources or systems that will be provided or used in connection with the performance of this Agreement that are not, or will not by December 1, 1998, be Year 2000 Compliant

Section 3

a Contractor hereby certifies that the instances of information resources or systems not Year 2000 Compliant identified in Section 2, above, will be Year 2000 Compliant no later than December 1, 1998, and that Contractor shall notify the City of the status of Year

2000 Compliance for such resources or systems upon the earlier of the date Year 2000 Compliance is achieved or on June 30, 1999

b. Contractor hereby certifies that the instances of information resources or systems identified in Section 2, above, as not Year 2000 Compliant, and for which Year 2000 Compliance is or will not be achieved by December 1, 1998, are not related to and do not impair the performance by Contractor of the terms of this Agreement, and do not produce new non-compliant information resources or systems

Section 4 Contractor agrees to notify the City immediately of any information resources or systems that are not Year 2000 Compliant upon encountering the same in connection with the performance of the Agreement, including without limitation any information resources or systems in use by Contractor in the performance of the Agreement or information resources or systems of the City regarding which Contractor obtains information in the course of its performance of the Agreement

Section 5 Contractor agrees to permit examination, by the City or agents thereof, of any and all information resources and systems in use in connection with this Agreement, and related Year 2000 Compliance implementation plans, in order to evaluate Year 2000 Compliance and potential implications of the same for the City and for performance of the Agreement

Section 6 The Contractor shall indemnify and hold harmless the City, and its officers, agents and employees, from and against all claims, damages, losses, and expenses, including attorneys fees, arising out of or resulting from the Contractor's failure to disclose instances of information resources or systems that are not Year 2000 Compliant, or failure to comply with the terms of this Exhibit C