

**CITY OF GREELEY
INVITATION FOR BID**

**POUDRE PONDS
POND B SEEDING PROJECT**

BID #F25-01-009

DUE MARCH 5, 2025 BEFORE 10:00 A.M. MST



Serving Our
Community
It's A Tradition

INVITATION FOR BID

SECTION 00110

The City of Greeley, Colorado is requesting **sealed** bids for **POUDRE PONDS - POND B SEEDING PROJECT** due **March 5, 2025 before 10:00 AM MST** via electronic submission which at that time all bids will be publicly opened and read aloud via video conferencing. No late or faxed bids will be accepted. It is the responsibility of the vendor to ensure the solicitation documents are submitted to the correct email address as noted in the Solicitation Documents. Solicitations delivered to other City of Greeley email addresses may be deemed as late and not accepted.

Instructions for electronic submittal.

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

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

The Bid number and Project name **must be noted** in the subject line, otherwise the Bid may be considered as non-responsive to the Bid.

Electronic submittals will be held, un-opened, until the time and date noted in the Bid documents or posted addenda.

The City of Greeley disseminates all bids through the Rocky Mountain E-Purchasing System site. Go to <http://www.RockyMountainBidSystem.com>, then “Bid Opportunities” and then select “The City of Greeley”. Bids submitted to the City of Greeley must include Sections 00120, 00130, 00140, 00160, 00360 and 00520. Addenda must be acknowledged in Section 00120 of the bidding documents. Addenda must be acknowledged in the bidding documents. Bidders failing to acknowledge any and all addenda may be considered non-responsive.

A mandatory pre-bid meeting will be held on February 18, 2025, at 9:00 AM at the Poudre Ponds site, located on 35th Avenue between F Street and O Street. See next page for additional information on meeting location. All prospective bidders are required to attend.

No bid shall be withdrawn after the opening of the bids without the consent of the City of Greeley, Colorado, for a period of sixty (60) days after the scheduled time of the receiving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

All bids/proposals will be confidential until a contract is awarded and fully executed. At that time, all bids/proposals and documents pertaining to the proposals will be open for public inspection, except for the material that is proprietary or confidential. However, requests for confidentiality can be submitted to the Purchasing Contact provided that the submission is in accordance with the following procedures. This remains the sole responsibility of the offeror. The Purchasing Contact will make no attempt to cure any information that is found to be at a variance with this procedure. The offeror may not be given an opportunity to cure any variances after bid opening. **Neither a proposal in its entirety, nor proposal price information will be considered confidential/proprietary.** Questions regarding the application of this procedure must be directed to the Purchasing Contact listed in this IFB.

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

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

Questions pertaining to the project may be directed to the Contract Specialist via email at purchasing@greeleygov.com by the due date/time as shown in the table below.

**City of Greeley, Colorado
Purchasing Division**

Schedule of Events (subject to change)	All times are MST
IFB Issued	Thursday, February 6, 2025
Mandatory Pre-Proposal Conference	Tuesday, February 18, 2025, 9AM, at Poudre Ponds 35 th Avenue Entrance (see map below)
Inquiry Deadline	Monday, February 24, 2025 by 2:00PM
Final Addendum Issued	Wednesday, February 26, 2025
Proposal Due Date – Virtual Bid Opening	Wednesday, March 5, 2025, 10:00 AM



**Virtual Bid Opening Meeting Wednesday,
March 5, 2025, at 10:00 AM (MST)**

Microsoft Teams
[Join the meeting now](#)

Meeting ID: 265 795 344 590
Passcode: 6xA9ra76

Dial in by phone

[+1 347-966-8471](tel:+13479668471), [454450003#](tel:+1454450003) United States, New York City

[Find a local number](#)

Phone conference ID: 454 450 003#

Section 00120

BID PROPOSAL

PROJECT: POUDRE PONDS – POND B SEEDING

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

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

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

The undersigned, agrees to complete and file a Performance and Payment Bond and further agrees to complete the contract within sixty (60) Calendar Days from Notice to Proceed. Official notice to proceed will not be issued until adequate Performance and Payment Bonds and other required documents are on file with the City of Greeley.

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

ATTEST

DATE

COMPANY NAME

BY

SIGNATURE

TITLE

**SECTION 00130
PRICING SHEET / BID SCHEDULE F25-01-009
POUDRE PONDS - POND B SEEDING PROJECT**

BASE BID						
Item #	Description	Estimated Quantity	Unit	Unit Price (Written)	Unit Price (Numbers)	Total Price (Numbers)
01	Mobilization	1	LS			
02	Site Preparation	350,000	SF			
03	Low-Grow native seed mix PLS	30	LBS			
04	Upland seed mix PLS	200	LBS			
05	Drill seed both Low-Grow and Native Upland seed mix	350,000	SF			
06	Hydromulch seeded areas	350,000	SF			
Summary Total BASE BID (Numbers)						
Summary Total BASE BID (Written)						

All of the above items should be listed as bid items complete as lump sum or unit price bids. These shall be used by the Contractor for project billing according to progress. The Project Manager will approve all Contractor-installed unit quantities prior to submittal of his application for payment.

1. Bids shall be furnished for all bid items including bid items within Bid Alternate schedule. If a bid is furnished for less than all items listed, that bid will be rejected as nonresponsive.
2. The apparent low bid will be determined based on the sum of the Base Bid.
3. Any and all bid items may be awarded as part of the Contract Award. The City may select the Base Bid and Alternate Bid as appropriate.
4. Work not specifically listed on this Bid Document but included on the Figures or Specifications shall be considered incidental to the total Project.
5. Measurement and units: L.S. = Lump Sum; L.F. = Linear Foot; Hr. = Hour; EA = Each, SF = Square Foot, LBS = Pounds. Description: See Section 01200.
6. Refer to Section 01200 Measurement and Payment for explanation of each Bid Item.
7. Respond to Question 1.

Question 1: Regarding Item # 02, enter the Soil Amendment manufacturer and product name here (_____) and your proposed application rate here (_____ lbs/acre).

Name of Company _____

Signature _____

COOPERATIVE PURCHASING STATEMENT

The City of Greeley encourages and participates in cooperative purchasing endeavors undertaken by or on behalf of other governmental jurisdictions. To the extent, other governmental jurisdictions are legally able to participate in cooperative purchasing endeavors: the City of Greeley supports such cooperative activities. Further, it is a specific requirement of this proposal or Request for Proposal that pricing offered herein to the City of Greeley may be offered by the vendor to any other governmental jurisdiction purchasing the same products. The vendor(s) must deal directly with any governmental agency concerning the placement of purchase orders, contractual disputes, invoicing, and payment. The City of Greeley shall not be liable for any costs or damages incurred by any other entity.

SECTION 00140

BID BOND

KNOW ALL MEN BY THESE PRESENT, that we, the undersigned _____ as Principal, and _____ as Surety, are hereby held and firmly bound unto the City of Greeley, Colorado, as Owner, in the penal sum of _____ for the Payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

THE CONDITION of this obligation is such that whereas the Principal has submitted to the City of Greeley, Colorado, the accompanying bid and hereby made a part hereof to enter into a Contract Agreement for the construction of City of Greeley Project,

POUDRE PONDS – POND B SEEDING – BID #F25-01-009

WHEREAS, the Owner, as condition for receiving said bid, requires that the Principal to deposit with the Owner as Bid Guaranty equal to five percent (5%) of the amount of said bid.

NOW, THEREFORE,

(a) If said bid shall be rejected; or in the alternate,

(b) If said bid shall be accepted and the Principal shall execute and deliver a Contract Agreement (properly completed in accordance with said bid) and shall furnish a Performance and Payment Bond upon the forms prescribed by the Owner for the faithful performance of said Agreement; and shall in all other respects perform the agreement created by the acceptance of said bid; then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals this _____ day of _____, 20_____, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

PRINCIPAL

SURETY

Name: _____

Address: _____

By: _____

Title: _____ Attorney _____

In-Fact:
(Seal)

(Seal)

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

SECTION 00210

NOTICE OF AWARD

DATE:

TO:

Re: **POUDRE PONDS – POND B SEEDING – BID #F25-01-009**

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: Sean Chambers

Title: Water & Sewer Director

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

Bidder: _____

By: _____

SECTION 00310

CONTRACT

THIS AGREEMENT made and entered into this _____ day of ____, 20__, by and between the City of Greeley, Colorado, and under the laws of the state of Colorado, party of the first part, termed in the Contract Documents as the "Owner" and party of the second part, termed in the Contract Documents as "Contractor."

WITNESSETH: In consideration of monetary compensation to be paid by the Owner to the Contractor at the time and in the manner hereinafter provided, the said Contractor has agreed, and does hereby agree, to furnish all labor, tools, equipment and material and to pay for all such items and to construct in every detail, to wit:

PROJECT: POUFRE PONDS - POND B SEEDING PROJECT-Bid #F25-01-009

at the price bid on the Proposal Form of \$ _____ all to the satisfaction and under the general supervision of the Project Manager for the City of Greeley, Colorado.

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

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

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

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

2. That said work and materials for the project covered by the Contract Documents shall be completely installed and delivered to the Owner, within the time above stated, clear and free from any and all liens, claims, and demands of any kind.

3. The full compensation to be paid the Contractor by the Owner pursuant to the terms of this Contract shall be payable as provided in the Contract Documents.

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

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

Addenda Number _____ Inclusive

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

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

EXECUTED:

CONTRACTOR:

The City of Greeley

Approved as to Substance

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ENDORSED:

The City of Greeley

Approved as to Legal Form

Signed: _____

Name: _____

Title: _____

Date: _____

ENDORSED:

The City of Greeley

Certification of Contract Funds Availability

Signed: _____

Name: _____

Title: _____

Date: _____

REVISED 10-20-22

SECTION 00320

PERFORMANCE BOND

Bond No. _____

KNOWN ALL MEN BY THESE PRESENTS: that

(Firm) _____

(Address) _____

(an Individual), (a Partnership), (a Corporation), hereinafter referred to as "the Principal", and

(Firm) _____

(Address) _____

hereinafter referred to as "the Surety", are held and firmly bound unto the CITY OF GREELEY, 1000 10th Street, Greeley, CO. 80631, a Municipal Corporation, hereinafter referred to as "the Owner" in the penal sum of _____ in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors and assigns, jointly and severally, firmly by these present.

THE CONDITIONS OF THIS OBLIGATION are such that whereas the Principal entered into a certain Contract Agreement with the Owner, dated the _____ day of _____, 20_____, a copy of which is hereto attached and made a part hereof for the performance of City of Greeley Project,

POUDRE PONDS – POND B SEEDING – BID #F25-01-009

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said Contract Agreement during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without Notice to the Surety and during the life of the guaranty period, and if he shall satisfy all claims and demands incurred under such Contract Agreement, and shall fully indemnify and save harmless the Owner from all cost and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, and then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____, 20____.

PROVIDED, FURTHER, that no final settlement between the Owner and Contractor shall abridge the right of any beneficiary hereunder, whose claims may be unsatisfied.

IN PRESENCE OF:

PRINCIPAL

_____ By: _____

_____ (Corporate Seal)

_____ (Address)

IN PRESENCE OF:

OTHER PARTNERS

_____ By: _____

_____ By: _____

By: _____

IN PRESENCE OF:

SURETY

_____ By: _____

_____ (Attorney-in-Fact)

_____ (SURETY SEAL)

_____ (Address)

NOTE: Date of Bond must not be prior to date of Contract Agreement. If Contractor is Partnership, all partners should execute bond.

IMPORTANT: Surety Company must be authorized to transact business in the State of Colorado and be acceptable to the Owner.

SECTION 00330

PAYMENT BOND

Bond No. _____

KNOWN ALL MEN BY THESE PRESENT: that
(Firm) _____

(Address) _____
(an Individual), (a Partnership), (a Corporation), hereinafter referred to as "the Principal", and
(Firm) _____

(Address) _____

hereinafter referred to as "the Surety", are held and firmly bound unto the CITY OF GREELEY,
1000 10th Street, Greeley, Co. 80631, a Municipal Corporation, hereinafter referred to as "the
Owner", in the penal sum of _____ in lawful
money of the United States, for the payment of which sum well and truly to be made, we bind
ourselves, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION are such that whereas the Principal entered into a
certain Contract Agreement with the Owner, dated the _____ day of _____,
20_____, a copy of which is hereto attached and made a part hereof for the performance of

POUDRE PONDS – POND B SEEDING – BID #F25-01-009

NOW, THEREFORE, if the Principal shall make payment to all persons, firms, subcontractors and
corporations furnishing materials for or performing labor in the prosecution of the work provided
for in such Contract Agreement, and any equipment and tools, consumed, rented or used in
connection with the construction of such work and all insurance premiums on said work, and for
all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall
be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received, hereby stipulates and agrees that
no change, extension of time, alteration or addition to the terms of the Contract Agreement or to
the work to be performed thereunder or the specifications accompanying the same shall in any
way affect its obligation on this bond; and it does hereby waive notice of any such change,
extension of time, alteration or addition to the terms of the Contract Agreement or to the work or
to the specifications.

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____, 20____.

PROVIDED, FURTHER, that no final settlement between the Owner and Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN PRESENCE OF:

PRINCIPAL

_____ By: _____

_____ (Corporate Seal)

_____ (Address)

IN PRESENCE OF:

OTHER PARTNERS

_____ By: _____

_____ By: _____

By: _____

IN PRESENCE OF:

SURETY

_____ By: _____

_____ (Attorney-in-Fact)

_____ (SURETY SEAL)

_____ (Address)

NOTE: Date of bond must not be prior to date of Contract Agreement. If Contractor is Partnership, all partners should execute Bond.

IMPORTANT: Surety Company must be authorized to transact business in the State of Colorado and be acceptable to the Owner.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/14/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ABC Insurance Company P. O. Box 1234 Anywhere, USA	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: _____
	INSURER(S) AFFORDING COVERAGE: _____ NAIC #: _____
INSURED Sample Certificate	INSURER A : Financial Rating of A
	INSURER B :
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y					EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	N/A			<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$100,000 E.L. DISEASE - EA EMPLOYEE \$100,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
City of Greeley is named as Additional Insured on General Liability 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 City of Greeley 1000 10th St Greeley, CO 80631-3808	CANCELLATION No material change or cancellation of this policy shall be effective without thirty (30) days prior written notice to the City of Greeley or ten (10) days for non-payment. AUTHORIZED REPRESENTATIVE
--	---

SECTION 00350

LIEN WAIVER RELEASE

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

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

PROJECT: POUFRE PONDS – POND B SEEDING – BID #F25-01-009

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.

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

Dated this _____ day of _____, 20_____.

CONTRACTOR

By: _____

Title: _____

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____ by

_____. My Commission expires:

Notary Public

***Strike when not applicable

SECTION 00360

Debarment/Suspension Certification Statement

The proposer certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal, State, County, Municipal or any other department or agency thereof. The proposer certifies that it will provide immediate written notice to the City if at any time the proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstance.

DUNS # (Optional) _____

Name of Organization _____

Address _____

Authorized Signature _____

Title _____

Date _____

SECTION 00410

NOTICE TO PROCEED

Month , 20

TO: CONTRACTOR

PROJECT: **POUDRE PONDS - POND B SEEDING PROJECT - BID #F25-01-009**

To Whom It May Concern:

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

You are to complete this project by Month , 20

CITY OF GREELEY, COLORADO

By: _____

Title: _____

Signature

SECTION 00420

PROJECT MANAGER NOTIFICATION

DATE: _____

TO: CONTRACTOR

PROJECT:

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

CITY OF GREELEY, COLORADO

By: _____

Title: _____

SECTION 00430

CERTIFICATE OF SUBSTANTIAL COMPLETION

TO: CONTRACTOR

PROJECT: **POUDRE PONDS – POND B SEEDING – BID #F25-01-009**

Project or designated portion shall include: Describe Scope.

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

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

DEFINITION OF DATE OF SUBSTANTIAL COMPLETION

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

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

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

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

Contractor

Owner

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

Substantial Completion Punchlist Items

Horizontal lines for punchlist items

SECTION 00440

CERTIFICATE OF FINAL ACCEPTANCE

TO: CONTRACTOR

PROJECT NAME: **POUDRE PONDS – POND B SEEDING – BID #F25-01-009**

The work performed under this contract has been reviewed and found to meet the definition of final acceptance. This Certificate of Final Acceptance applies to the whole of the work.

The Date of Final Acceptance of the Project designated above is hereby established as: Month _____, 20____ at 2:00 pm. This date is also the date of commencement of applicable warranties associated with the Project described above and as required by the Contract Documents.

DEFINITION OF DATE OF FINAL ACCEPTANCE

The Date of Final Acceptance of the Work is the date certified by the City of Greeley's Project Manager when the work is 100% complete, in accordance with the Contract Documents, as amended by change order(s), or as amended below:

Amendment to the Certificate of Final Completion (if any): Describe Amendments.

The Contractor and/or the City Of Greeley shall define any claims or requests for additional compensation above (or as attachments to this document).

Final Acceptance shall not be achieved until the Contractor provides the City Of Greeley with all contract specified Contractor and Sub-contractor close out documents including final lien waivers, releases, insurances, manuals, training, test results, warranties, and other documents required by the Contract Documents, as amended.

Upon issuance of the Certificate of Final Acceptance the Contractor may submit an application for payment requesting final payment for the entire Work. Liquidated damages (if any) will be assessed at this time.

Contractor's acceptance of the final payment shall constitute a waiver by the Contractor of all claims arising out of or relating to the Work; except as noted under 'Amendment to the Certificate of Final Acceptance' above.

Agreed:

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

SECTION 00510

CITY OF GREELEY GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION (REVISED MAY 2020)

Please click the link below to access all 48 pages of the City of Greeley General Conditions of the Contract for Construction.

[SECTION 00510 General Conditions IFB #F25-01-009.pdf](#)



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

Firm Name: _____ City Contractors License # _____
Primary Contractor _____
PROJECT: _____ Address: _____

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

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

Firm Name: _____ City Contractors License # _____
Address: _____
Phone Number: _____ Fax Number: _____
Proposed work and percentage of total work to be assigned _____
Percentage: _____ %

Firm Name: _____ City Contractors License # _____
Address: _____
Phone Number: _____ Fax Number: _____
Proposed work and percentage of total work to be assigned _____
Percentage: _____ %

Firm Name: _____ City Contractors License # _____
Address: _____
Phone Number: _____ Fax Number: _____
Proposed work and percentage of total work to be assigned _____
Percentage: _____ %

Firm Name: _____ City Contractors License # _____
Address: _____
Phone Number: _____ Fax Number: _____
Proposed work and percentage of total work to be assigned _____
Percentage: _____ %

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

SECTION 00620-1

SPECIAL PROVISIONS

- 1.1 The City of Greeley, Colorado, "Project Management Manual - Standards and Specifications", latest edition, is made a part of these specifications.
- 1.2 All project Work shall conform to any and all applicable codes or standards. It is the Contractor's responsibility to give sufficient notification and acquire approval from all agencies of jurisdiction for deviations from original plans/procedures.
- 1.3 All dimensions on the drawings shall be checked against actual field conditions by the Contractor. Any discrepancies shall be brought to the attention of the Project Manager and resolved prior to commencing any work on the affected portion of the project.
- 1.4 It is the Contractor's responsibility to verify both location and depth of underground utilities. The City will not be responsible for any delays caused by failure of utility companies to provide timely locations.
- 1.5 The Contractor shall be responsible for coordinating the work of all trades. All discrepancies shall be called to the attention of the Owner and be resolved before proceeding with the work.
- 1.6 The Work shall be coordinated with the Project Manager and the Raw Water Operations Manager.

Project Manager: Ryan Duve, C. 970-573-2829, ryan.duve@greeleygov.com

Raw Water Operations Supervisor: Roger Schmidt, C. 970-371-3728, roger.schmidt@greeleygov.com
- 1.7 Restrict working hours to between 7:00 am and 5:00 p.m. on normal City of Greeley business days unless prior approval has been obtained from the City.
- 1.8 Minimize construction noise within construction areas, lay-down areas, and communities adjacent to the construction site. To this end, the Contractor and all subcontractors, suppliers, and vendors, are required to comply with all applicable noise regulations, specification requirements, and the noise level limits.
- 1.9 Scope of Services: Refer to Section 01010 Summary of Work

TECHNICAL SPECIFICATIONS
CITY OF GREELEY
POUDRE PONDS – POND B SEEDING

DIVISION 01

**CITY OF GREELEY
LINN GROVE IRRIGATION WELLS PROJECT**

**DIVISION 01
CONTENTS**

Section 01010 Summary of Work
Section 01200 Measurement and Payment

SECTION 01010
SUMMARY OF WORK

PART 1 GENERAL

1.01 SCOPE OF SERVICES FURNISHED

A. The Contractor shall furnish all materials, equipment, plant, labor, tools, supplies, transportation, and appurtenances for the seeding the perimeter of Pond B at Poudre Ponds located between 25th Avenue and 35th Avenue and between F Street and O Street. All project work shall be completed prior to May 16, 2025. No work shall commence until the soil has fully thawed.

B. The Contractor shall be responsible for the performance of all labor, work, or other operations required for the fulfillment of the Contract in strict accordance with the specifications, figures, and other Contract Documents as herein before defined, all of which are made a part hereof, and including such detail sketches as may be furnished by the Engineer from time to time during construction in explanation of said Contract Documents. The work shall be complete, and all work, materials, and services not expressly shown or called for in the Contract Documents which may be necessary for the complete and proper construction of the work in good faith shall be performed, furnished, and installed by the Contractor as though originally so specified or shown, at no increase in cost to the City.

C. Approximate quantities as provided in Section 00130 Bid Schedule are to be used for the purpose of price estimation only. Exact quantities will be determined during the course of construction using a drown survey by the City.

D. All required permits shall be obtained by the Contractor.

1.02 SERVICES FURNISHED BY THE CITY

A. The City will provide land and rights-of-way for the work specified in this Contract.

B. The Contractor may obtain water for use during construction from the City of Greeley fire hydrant located near the intersection of 23rd Avenue and 16th Avenue (near Platte Valley Youth Services facility, 2200 O Street). A hydrant meter will be provided by the City to the Contractor for a \$2,000 deposit, which will be returned if the meter is returned in good condition. The City requires that the Contractor provide their own certified backflow device. The Contractor must submit a complete and executed copy of the Hydrant Meter Lease Agreement and a current backflow prevention test certificate for the backflow device through the City's eTrakit system to reserve the hydrant meter and pay the deposit with a credit card. The hydrant meter can be picked up at 1300 A Street, Building L, Greeley, CO 80631.

C. Provisions and Conditions for access to the project site will be provided by the City. The Contractor shall not enter on or occupy with laborers, tools, equipment, or material any ground outside the property and rights-of-way provided by the City unless stated otherwise by the City. Other contractors, employees, or agents of the City/Engineer may enter the project site and premises used by the Contractor for business purposes only.

1.03 DESCRIPTION OF WORK

A. Prepare, amend, seed, and mulch existing soil around the perimeter of Pond B between the highwater mark and maintenance road and or fence line.

B. All work shall be done in compliance with the City of Greeley Natural Areas & Trails Division Resources Protection and Restoration Standards – Part 2 Standards and Guidelines for Restoration. This document is provided in the appendices.

1. For this project, the following sections apply:

- Section 1 – General
- Section 2 - Materials
 - 2.2 – Seed – Refer to Appendix B
 - 2.3 - Soil amendments
 - Biosol Forte or an approved equivalent is required for this project applied at manufacturer’s recommended rate. Include the manufacture and product name and the proposed application rate to Section 00130 Bid Schedule.
 - 2.4 – Mulch
 - Sub-section C – Hydraulic Mulch
 - Use an application rate of 2,500 lbs/acre
 - 2.5 – Organic Tackifier/Binder
 - Use an application rate of 150 lbs/acre
 - 2.7 - Water
 - Use potable water provided by the City of Greeley at no charge to the Contractor.
- Section 3 – Site Preparation - Ideal window is mid-April to mid-May once the soil has thawed.
 - 3.4 – Soil/Seed Bed Preparation
 - Sub-section A – General
 - Sub-section B – Ripping/Tilling
 - Sub-section C – Soil Amendments
 - 3.5 – Seed Installation
 - Subsections 1, 2, and 3A
 - Use an application rate of 20 lbs PLS/acre on flat areas and 30 lbs PLS on 4:1 slopes or steeper.

SECTION 01200

MEASUREMENT AND PAYMENT

PART 1 MEASUREMENT AND PAYMENT

1.01 SCOPE (re. Section 01010)

- A. Payment for the various items of the Bid Schedule, as further specified herein, shall include all compensation to be received by the Contractor for furnishing all tools, equipment, supplies, and manufactured articles, and for all labor, operations, and incidentals appurtenant to the items of work being described, as necessary to complete the various items of the Work all in accordance with the requirements of the Contract Documents, including all appurtenances thereto, and including all costs of compliance with the regulations of public agencies having jurisdiction, including Safety and Health Requirements of the Occupational Safety and Health Administration of the U.S. Department of Labor (OSHA) and Colorado Occupational Health and Safety Department (COHS). No separate payment will be made for any item that is not specifically set forth in the Bid Schedule, and all costs therefore, shall be included in the prices named in the Bid Schedule for the various appurtenant items of work.
- B. The quantities of work or material stated in unit price items of the Bid are supplied only to give an indication of the general scope of the Work; the City does not expressly or by implication agree that the actual amount of work or material will correspond therewith, and reserves the right after award to increase or decrease the quantity of any unit price item of the Work by an amount up to and including 30 percent of that Bid item, without a change in the unit price, and shall include the right to delete any Bid item in its entirety. Payment for materials and labor will be based on actual quantities furnished, installed, or constructed in accordance with the prices bid for unit price items. Lump sum items will not change to reflect actual quantities or services rendered, unless those items are completely deleted from the project. There will be no payment for lost tools or materials which are improperly installed or materials which are rejected by the City as faulty, broken or fail to meet specifications.
- C. The City may terminate Work on the project at any point if the City's best interests are not served by continuation. In such an event, the Contractor shall be paid for the value of Work completed at that time on the basis of the Total Bid Price, modified in accordance with the unit price and lump sum items listed on the Bid Schedule.

1.02 MOBILIZATION/DEMobilIZATION

Payment for Mobilization will be approved in accordance with the following schedule. Mobilization or any part thereof will be approved for payment under the contract when the majority of mobilization items have been completed as specified. Demobilization shall be incidental to mobilization and will be paid according to the following schedule when final site restoration is approved by the City.

Mobilization shall be 75 percent of the mobilization payment. Demobilization shall be 25 percent of the mobilization payment.

The Contractor shall provide all bonds and insurance as requested in these Contract Documents.

ITEM	DESCRIPTION	UNIT
01	Mobilization	lump sum

1.03 SITE PREPARATION

Measurement for the site preparation shall be on a square foot basis. Payment will be made for the prices listed in the Bid Schedule. The prices will constitute full payment for fine grading, rippling/tilling and furnishing and application of the soil amendment.

ITEM	DESCRIPTION	UNIT
02	Site Preparation	SF

1.04 LOW-GROW NATIVE SEED MIX PLS

Measurement for low-grow native seed mix shall be on per pound basis. Payment will be made for the prices listed in the Bid Schedule. The prices will constitute full payment for furnishing the low-grow native seed mix.

ITEM	DESCRIPTION	UNIT
03	Low-Grow native seed mix PLS	LBS

1.04 NATIVE UPLAND SEED MIX PLS

Measurement for native upland seed mix shall be on per pound basis. Payment will be made for the prices listed in the Bid Schedule. The prices will constitute full payment for furnishing the native upland seed mix.

ITEM	DESCRIPTION	UNIT
04	Native Upland seed mix PLS	LBS

1.05 DRILL SEED

Measurement for drill seed shall be on a square-foot basis. Payment will be made for the prices listed in the Bid Schedule. The prices will constitute full payment for drill seeding both the low-growth and upland seed mixes.

ITEM	DESCRIPTION	UNIT
05	Drill Seed	SF

1.05 HYDRO-MULCH SEEDED AREAS

Measurement for hydro-mulch seeded areas shall be on a square-foot basis. Payment will be made for the prices listed in the Bid Schedule. The prices will constitute full payment for furnishing and application of the hydro-mulch to seeded areas.

ITEM	DESCRIPTION	UNIT
06	Hydro-mulch seeded areas	SF

END OF SECTION

APPENDIX

APPENDIX A

City of Greeley Natural Areas & Trails Resource Projection and Restoration Standards – Part 2



Natural Areas & Trails Division Resource Protection and Restoration Standards Part 2 - Standards and Guidelines for Restoration

SECTION 1 – GENERAL

1.1 DESCRIPTION

This section covers the requirements for the revegetation of easements on City Natural Areas and other conserved lands. This includes but is not necessarily limited to upland and wetland soil stockpiling, preparation, and placement, soil amendments, seeding, mulching, sediment and erosion control fabrics, watering and initial care, and final inspection and acceptance by the City of Greeley (City). This section addresses all areas disturbed during the work shown or indicated in the executed easement documents and approved project plans.

1.2 PROJECT MONITORING

The recipient of the permit (Permitee) shall notify the Natural Areas & Trails Division (NAT) at least three (3) working days prior to the commencement of any work. NAT will monitor the progress of the work throughout. NAT will also, at its discretion, collect samples during construction of seed, fertilizers, soil additives, water, or any other materials it deems necessary to ensure specifications are met.

1.3 SUBMITTALS

General - The Permitee shall be required to submit statements of guarantee and/or certifications from vendors who supply seed, mulches, tackifiers, fertilizers, and any soil amendments or other materials utilized on the project. These submittals are detailed in Section 2 – Materials.

Required Soils Testing – The Permitee shall, if requested by NAT, sample project soils, including on-site soils and proposed imported soils and submit them for analysis to a qualified soil testing laboratory prior to the start of any seeding operations. At least one soil sample per project soil type must be collected. The location of soil samples shall be jointly determined by the Permitee and NAT. Soil samples shall be analyzed for the following minimum parameters:

1. pH
2. % Organic Matter
3. Texture (actual % sand, silt, clay, not an estimate)
4. CEC
5. Nitrate, Phosphorous, Potassium, Zinc, Iron, Copper, and Manganese (results in ppm)

The laboratory shall be informed of the species proposed to be planted and the general nature of the project. Based on this information, the laboratory shall provide written recommendations for soil amendments and/or fertilizers. This report shall be submitted to NAT, where it will be reviewed and approved or modified prior to any soil preparation or seeding.

1.4 PERMITEE'S SITE RESPONSIBILITIES

It shall be the responsibility of the Permittee 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 Permittee, or their subcontractors, shall be immediately repaired or corrected by the Permittee at no expense to the City.

1.5 CLEANING

All equipment brought onto the site shall be thoroughly cleaned/disinfected prior to arrival to prevent the introduction of non-native species. All work sites shall be kept clean and free from all debris. At the conclusion of work, the Permittee 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 permitted activities shall be repaired by the Permittee to the satisfaction of NAT at no expense to the City.

1.6 INSPECTION; ACCEPTANCE

Initial inspection – The Permittee shall give NAT written notice a minimum of three (3) working days prior to the beginning of any revegetation work. The Permittee and NAT will inspect the site and verify that all site work has been completed in accordance with specifications, including but not limited to backfill and compaction, final site grading, replacement of topsoil, application of approved soil amendments, removal of all construction materials, and site cleanup. When this has been verified, NAT will notify the Permittee in writing that revegetation work may begin.

Conditional Acceptance - When work has been completed on the project or on any portion or phase of the project designated in the documents and plans, the Permittee and NAT shall inspect the site together and determine whether the work is complete and has been done in accordance with permit documents and specifications. If mutual agreement cannot be reached on these issues, the determinations made by NAT shall be final. Deficiencies in the work, if any, shall be noted and a checklist of these deficiencies given to the Permittee by NAT. The Permittee shall immediately correct any deficiencies listed on the checklist. When all checklist items are completed to the satisfaction of NAT, the City shall issue a Certificate of Conditional Acceptance.

Final Inspection & Final Approval

Once the initial restoration is completed and the Permittee is issued a conditional letter of acceptance as defined above, the City will assume maintenance responsibility for the revegetated area. This acceptance **DOES NOT** relieve the Permittee from the warranty of the work as defined below in the **Warranty** paragraph.

Warranty - The Permittee shall warrant all seeded areas against defective materials and workmanship for two growing seasons from the date of Conditional Acceptance. At any time during the warranty period, NAT may order any samples collected at the time of seeding to be tested for purity, weed content, species present, etc. The Permittee shall be responsible for the cost of these tests. The Permittee shall rework and reseed (in accordance with the provisions in the original project specifications) any areas that are dead, diseased, contain too many weedy species, or in the opinion of NAT are in an unhealthy condition because of defective materials or workmanship, at no cost to the City. Reseeding or other remedial measures required shall be completed within ten days of notification by NAT.

SECTION 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 the Colorado Noxious Weed Act and the most recent List of Colorado Noxious Weeds. 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 the original manufacturer's 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 contact with precipitation, surface water, or any other contaminating substance.

2.2 SEED

The seed mix will be specified by NAT based on the specific site. All seed shall be mixed by a wholesale seed supplier in the proportions determined by NAT to obtain the application rate specified by NAT. All seed shall conform to all 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 NAT for approval prior to seeding.**

The Permittee shall furnish to NAT 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.

2.3 SOIL AMENDMENTS

Soil amendments, if necessary, shall be specified by NAT after reviewing required soils test results. All soil amendments 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 NAT for bulk deliveries to the site of the work. NAT prefers the use of a product such as Biosol Forte or equivalent that will enhance soil health and microbial life. **All soil amendments shall be approved by NAT prior to application.**

No cyanamide compounds will be permitted in fertilizers. The Permittee shall submit to NAT the manufacturer's guaranteed chemical analysis, name, trade name, trademark, and conformance to state law of all fertilizers.

2.4 MULCH

The type of mulching material to be used shall be designated or approved by NAT.

- A. Hay or Straw Mulch** - All hay or straw mulch shall be grass hay or straw. At least seventy-five (75%) 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. All mulch must be certified, copies of certification to be submitted to NAT for approval prior to transport to the construction site.

B. Native Grass Hay Mulch – At least seventy-five (75%) of the mulch by weight shall be ten (10") inches or more in length. Native grass hay mulch shall be certified, copies of the certification to be submitted to NAT for approval prior to transport to the construction site.

C. Hydraulic Mulch – Hydro 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 Permittee shall obtain and submit to NAT certifications from suppliers of hydraulic mulch that laboratory and field testing of their product has been accomplished, and that it meets all the foregoing requirements pertaining to wood cellulose fiber mulch.

2.5 ORGANIC TACKIFIER/BINDER

Tackifier, if needed for hydro mulching operations, shall be approved by NAT prior to its use. Tackifier shall be an approved commercial grade product (such as "M-Binder" from Ecology Controls, P.O. Box 1275, Carpinteria, CA 93013) suitable for use with virgin wood cellulose fiber mulch. Any tackifier shall be a non-toxic, non-corrosive, all organic powder which forms a resilient, re-wettable 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 NAT.

2.6 EROSION CONTROL NETTING, BLANKETS, MATS, FABRICS

Erosion control blankets, mats, or other commercial products for stabilizing land disturbed areas may be required in certain areas. If so, the type, manufacturer, and installation method for these products will be specified by NAT. Unless otherwise approved by NAT or required by local, state, or federal regulations, all netting and similar materials shall be constructed of biodegradable materials, and not made of plastic or other materials that do not decompose in the natural environment and have proven to entangle wildlife. Wood stakes will be used instead of wire staples to secure blankets, mats and coir logs.

Erosion control devices/materials such as coir logs and wood stakes will be removed upon final acceptance of the project and the materials are no longer needed.

2.7 WATER

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

SECTION 3: SITE PREPARATION

3.1 HERBICIDE TREATMENT

All herbicide treatments will be applied by a licensed, certified Pesticide Applicator and be done in compliance with all applicable laws and label requirements.

A. New seeding areas

Existing vegetation, excluding trees and shrubs, in all areas designated to receive new native seed mixes, shall be sprayed with a contact non-selective glyphosate post emergent herbicide (e.g. Roundup), a minimum of one (1) week and a maximum of (3) weeks prior to the ripping/tilling process.

B. Over-seeded areas

Spot treatment with selective post emergent herbicides may be required to eliminate undesirable vegetation in some areas. Coordinate herbicide application with the NAT Representative a minimum of two (2) weeks prior to the seeding operation.

3.2 Surface Grade

Remove existing grass, weeds, debris and rocks larger than one and one half-inches (1½") in all areas designated to receive seed. Verify that all rough grades have been established.

3.3 Erosion Control

Take measure and furnish all labor, materials, and equipment necessary to control and prevent soil erosion, blowing soil and accumulation of wind-deposited material on the site throughout duration of work.

3.4 Soil/Seed Bed Preparation

A. General

All ripping and tilling operations shall be done in a direction which follows the natural contours of the land on slopes of 3:1 or less. Soils on slopes greater than three to one (3:1) will be prepared for planting in a manner specified by the City. Any irregularities in the ground surface resulting from soil preparation operations shall be corrected and sloped to drain as intended by the grading plans or as appropriate to the site.

B. Ripping/Tilling

1. Soil shall be ripped or tilled to a minimum of eight inches (8"), with an agricultural sub-soiler in all areas to receive seed. This includes any areas compacted by construction traffic during the construction process, with four (4) passes in at least two (2) directions.
2. In areas where extremely stiff materials exist, or if debris is encountered during ripping, readjust equipment to avoid bringing up chunks of untillable material.
3. The soils shall be worked until it has become loose and friable and no clods greater than two inches (2") in diameter remain prior to the addition of any soil amendments, seed, or mulch, unless directed otherwise by NAT or other designated City project manager.
4. Remove stones larger than one and one-half inches (1½") in any dimension and sticks, roots, rubbish, and other extraneous matter.
5. Any required soil amendments (e.g. organic soil conditioners, fertilizer, etc.) shall be uniformly spread on the surface of the soil which has been prepared

as stated above and at the rates specified by the manufacturer or in Section C, below.

C. Soil Amendments

Evenly distribute soil amendments in the native seed areas:

1. Compost
 - a. Apply the compost at two (2) cubic yards per one thousand (1,000) square feet.
 - b. Spreading the compost shall be accomplished with either a truck or trailer mounted spreader, capable of being adjusted to apply varying rates of material at a given speed.
 - c. In areas inaccessible with a truck or trailer mounted spreader, the compost can be delivered and spread with a tractor and/or by hand.
2. Commercial products (fertilizer, bio-enhancer)
 - a. Apply at the manufacturer's recommended rate.
 - b. Application shall be accomplished with either a truck or trailer mounted spreader, capable of being adjusted to apply varying rates of material at a given speed.
 - c. In areas inaccessible with a truck or trailer mounted spreader, the material can be applied by hand-operated spreader or by hand.

D. Over Seeding Native Seed into existing vegetation

1. No compost will be required in these areas.
2. Other soil amendments shall be spread evenly on the surface of the soil immediately after seeding operations have been completed. Such amendments shall be applied using standard application equipment at the rates specified.

3.5 SEED INSTALLATION

1. Provide seed per Part 2. Materials, 2.2 Seed.
 - A. The Permittee shall notify the NAT Representative prior to any seeding work.
 - B. A NAT representative may be on site during seeding operations and collect representative samples of the seed used on the project for possible later testing for compliance with specifications.
2. All prepared areas need to be firm, but not compacted, prior to seed application.
3. All seed is to be at the specified PLS/acre rate listed in the Seed Mix Schedule. Drill seeding is the preferred method. Where site conditions are not suitable for drill seeding, broadcast seeding will be allowed.
 - A. Drill Seeding

Seed must be applied with a range drill that is specifically designed to accommodate variability in size and physical characteristics of native grass seeds, including multiple seed boxes for different size seed. The seed box shall have an agitator and picker wheels. Seed shall be drilled between $\frac{1}{2}$ and $\frac{3}{4}$ inch depth below the soil surface. Drill rows shall be no wider than 8 inches between rows. Packer wheels that firm the soil over the drill row are required. Dragging chains behind the drill to cover seed is not an acceptable substitute. Seed drills must be clean of seed from previous seeding jobs before any seeding begins. Hydroseeding will not be accepted. The contractor shall drill equal quantities in two directions at right angles of each other.

Seeding rates will be increased 50% on slopes of 6:1 or greater.

Immediately prior to the commencement of seeding operations, calibration tests shall be conducted on the equipment to be used. Calibration should be done each day the equipment is to be used. These tests shall confirm that the equipment is operating within the manufacturer's specifications and will meet the specified criteria. The equipment shall be calibrated for each individual seed mix before planting proceeds. A NAT representative should be present for the calibration. The calibration test results shall be provided to NAT within 1 week of testing.

B. Broadcast Seeding

Where seeding cannot be done using a drill seeder, seed shall be uniformly broadcast using a suitable broadcast seeder. Hydroseeding will not be accepted. Extremely small seeds shall be sown separately from larger seeds to aid uniform distribution. Broadcast seeding shall proceed on freshly disturbed (raked or harrowed) soil surface. Half the total rate of seed application shall be broadcast in one direction, with the remainder of the seed rate broadcast at 90 degrees from the first direction. Following seeding, seed shall be immediately raked or harrowed into the surface to provide a minimum of ¼" cover and a maximum of ½" cover. Raking shall be accomplished using metal-tined garden or landscape rakes; no plastic leaf rakes shall be allowed. If harrowing is used, an English harrow or its equivalent shall be required.

Do not broadcast or drop seed when wind velocity exceeds 5 mph. Seeding rates will be increased 100% for areas that are seeded by hand broadcasting.

- C. Seeding native grasses into existing vegetation, or areas that have not been ripped and tilled to a minimum of 6 inches require the use of a seeder with:
- Double Disc openers with depth bands.
 - Native Grass Seed Box with agitator and picker wheels.
 - Press wheels.
 - In hard ground areas, the NAT Representative may require the use of a no-till Coulter unit.

4. Timing Of Seeding Operations

- Spring Planting: Plan the planting operation to start as soon as the soil can be worked and prior to the spring rainy season.
- Fall Planting: Place seed prior to the first hard frost in the fall, but after dormancy begins for the varieties being planted.

5. Companion Crops

Add the prescribed companion crop with the native seed mixes to be planted at the rate listed. If in doubt, coordinate with the NAT Representative.

6. Protection Of Installed Areas

Immediately upon completion of the seeding operation in an area, the area shall be protected against traffic or other use by erecting barricades or fencing and providing signage as required, or as directed by the NAT Representative.

APPENDIX B

Seed Mixes

POND B RECLAMATION

SEED MIX SCHEDULE

LOW GROW MIX	
Use a minimum 5' wide on sides of paths, trails, roads and property/fence lines.	
SPECIES	POUNDS PER ACRE – PURE LIVE SEED
Buffalograss (<i>Buchloe dactyloides</i>)	8.0
Blue grama (<i>Bouteloua gracilis</i>)	6.5
	Total 14.5 Pounds Per Acre

NATIVE PRAIRIE SEED MIX

Use on the remainder of site outside the low grow seeded areas.

Seeding Rate: 20 pounds pure live seed (PLS)/acre*

SPECIES – COMMON NAME	SPECIES – SCIENTIFIC NAME	% OF MIX
Blue Grama	<i>Bouteloua gracilis</i>	29%
Buffalograss	<i>Buchloe dactyloides</i>	25%
Green Needlegrass	<i>Nassella viridula</i>	5%
Sideoats Grama	<i>Bouteloua curtipendula</i>	20%
Western Wheatgrass	<i>Pascopyrum smithii</i>	20%
Sand Dropseed	<i>Sporobolus cryptandrus</i>	1%

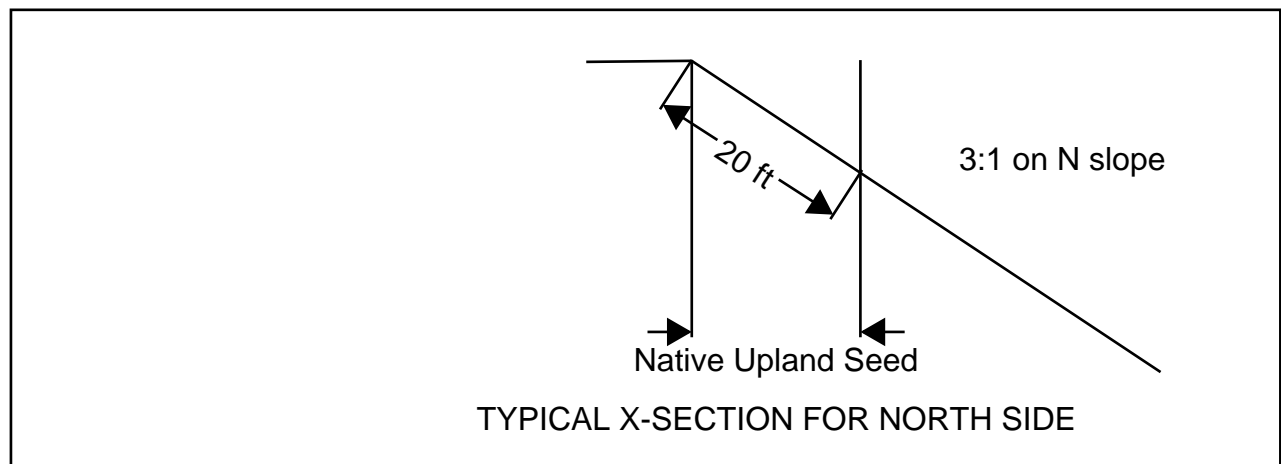
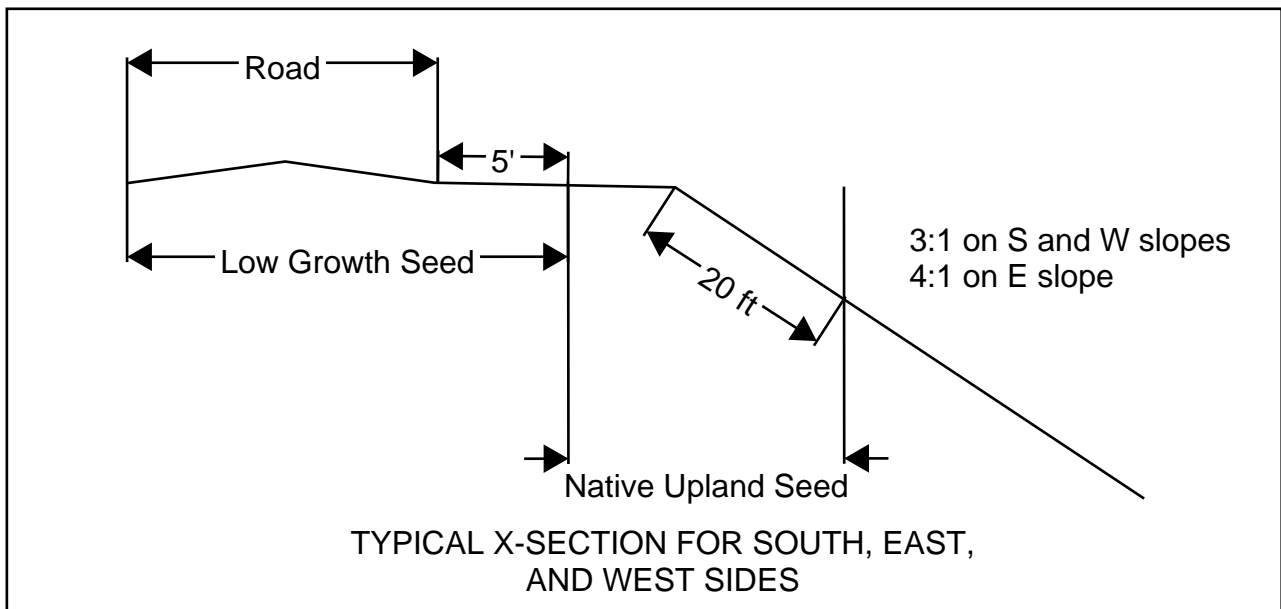
*Apply at 30 pounds PLS per acre on slopes steeper than 4:1.

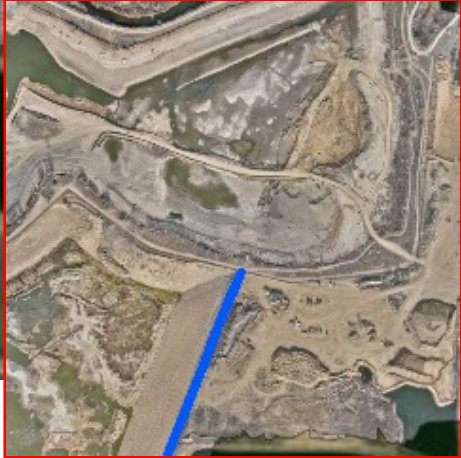
APPENDIX C

Pond B Seeding Takeoff

Poudre Ponds Pit

Surveyed 01 Dec, 2023





Seeding Between Road and Slope

Surface area

Measure the area of the volume including differences in surface elevation over the selected region for survey data or a design model.

31 Dec, 2024 5:36PM

Surface area 61,019.21 sq ft



Maintenance Road Seeding

Surface area

Measure the area of the volume including differences in surface elevation over the selected region for survey data or a design model.

31 Dec, 2024 5:36PM

Surface area 69,114.01 sq ft



4 to 1 or Greater Slope Seeding

Surface area

Measure the area of the volume including differences in surface elevation over the selected region for survey data or a design model.

31 Dec, 2024 5:36PM

Surface area 187,996.56 sq ft
