



INVITATION FOR BIDS

The Saint Vrain Creek Coalition will receive Bids for the **Creek Rehabilitation Design-Build Construction for Apple Valley North** project in the area of Lyons, Colorado.

This project includes, but not limited to, final design and construction of: minor channel realignments, in-channel structure installation (such as boulder-riffle structures), floodplain structures (floodplain benching, etc.), aquatic habitat enhancements, erosion control structures, bank stabilization structures, earthwork, and revegetation (including seeding, cuttings, and container stock).

Bids are accepted until 4:00 PM (MST) on the 28 day of April 2017 at the office of the Saint Vrain Creek Coalition, 1251 South Bowen Street, Longmont, CO 80501 (Mailing Address: PO Box 706, Longmont, CO 80502).

The full Request for Proposal (RFP) details are available on: Rocky Mountain E-Bid and www.saintvraincreekcoalition.org.

Contract documents, including 30% Design Drawings and Basis of Design Report, are on file at the office of the Saint Vrain Creek Coalition.

A certified check or bank draft payable to the order of the Saint Vrain Creek Coalition, negotiable U.S. Government bonds (at par value) or a satisfactory Bid Bond executed by the bidder and an acceptable surety in an amount equal to five percent (5%) of the total bid shall be submitted with each bid.

Attention is called to the fact that Davis-Bacon Wages not less than the minimum salaries and wages as set forth in the Contract Documents must be paid on this project. The Contractor must also ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin.

In the event that the bidder anticipates hiring employees to work on this job, the bidder should contact the local manpower office for qualified candidates in an effort to comply with of the Housing and Urban Development Act of 1968.

Prior to the awarding of the contract, the Saint Vrain Creek Coalition may defer its decision for a period not to exceed (30) days from the bid due date on the 28 day of April 2017 for the purpose of reviewing the bids and investigating the qualifications of bidders, prior to awarding of the contract.

-Saint Vrain Creek Coalition

By: Karla Brown
Title: Board President
Date: March 31, 2017



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 Issued by: Saint Vrain Creek Coalition

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ADDITIONAL INSTRUCTIONS TO BIDDERS

USE OF SEPARATE BID FORMS

These bid documents include a complete set of bidding forms and sample contract which are for the convenience of bidders.

INTERPRETATIONS OF ADDENDA

Outside of the mandatory pre-proposal meeting and site visit, no oral interpretation will be made to any Bidder as to the meaning of the Contract Documents or any part thereof. Every request for such an interpretation shall be made in writing to the Saint Vrain Creek Coalition. Any inquiry received prior to the written inquiry deadline date on April 14, 2017 will be given consideration. Every interpretation made to a Bidder will be in the form of an Addendum to the Contract Documents, and when issued, will be on file in the office of the Saint Vrain Creek Coalition (SVCC). In addition, all Addenda will be emailed to each person holding Contract Documents, but it shall be the Bidder's responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the Contract and all Bidders shall be bound by such Addenda, whether or not received by the Bidders.

INSPECTION OF SITE

Each Bidder must attend the mandatory pre-proposal meeting which includes a visit to the site of the proposed work, and should fully acquaint themselves with the existing conditions there relating to construction and labor, and should fully inform themselves as to the facilities involved, the difficulties and restrictions attending the performance of the Contract. The Bidder shall not visit the site of proposed work outside of the Pre-Proposal meeting, as the site is located on private property and proper access permissions must be obtained prior to entering. The Bidder should thoroughly examine and familiarize himself with the Drawings, Technical Specifications, and all other Contract Documents. The Contractor by the execution of the Contract shall in no way be relieved of any obligation under it due to his/her failure to receive or examine any form or legal instrument or to visit the site and acquaint himself with the conditions there existing and the SVCC will be justified in rejecting any claim based on facts regarding which he/she should have been on notice as a result thereof.

ALTERNATIVE BIDS

No alternative bids will be considered.

BIDS

All submitted Bids must include all applicable fillable forms supplied by the SVCC (Exhibits: 1.) Statement of Bidders Qualifications; 2.) Bid for Unit Price Contracts; 3.) Bid Bond; 4.) Contractor/Subcontractor Certifications; 5.) Civil Rights Certification; 6.) Section 3 Certifications; 7.) Section 3 Resident Certification; 8.) Noncollusion Affidavit of Prime Bidder) and shall be subject to all requirements of the Contract Documents, including the Drawings, and these ADDITIONAL INSTRUCTIONS TO BIDDERS. All Bids must be regular in every respect and no interlineations, excisions or special conditions shall be made or included in the Bid Form by the Bidder.

The Saint Vrain Creek Coalition may consider as irregular any Bid on which there is an alteration of or departure from the Bid Form hereto attached and at its option may reject the same. If the Contract is awarded, it will be awarded by the Saint Vrain Creek Coalition to a responsible Bidder on the basis of

the qualifications and proposed approach to the project of the lowest responsive and responsible Bidder. The Contract will require the completion of the work according to the Contract Documents.

Each Bidder shall include in his/her Bid the following information:

PRINCIPALS

Names
Home Address, including City, State & ZIP Code

FIRM

Name & DUNS Number
Address, including City, State & ZIP Code

BID GUARANTY

The Bid must be accompanied by a Bid guaranty, which shall not be less than five (5) percent of the amount of the Bid. At the option of the Bidder, the guaranty may be a verified check, bank draft, negotiable U.S. Government Bond (at par value), irrevocable letter of credit, cashier's check, or a bid bond (See Exhibit: Bid Bond Form). A guaranty or a surety company listed in the latest issue of U.S. Treasury Circular 570 shall secure the Bid bond, <http://www.fms.treas.gov/c570/c570.html> . The amount of such Bid bond shall be within the maximum amount specified for such Company in said Circular 570. No Bid will be considered unless it is accompanied by the required guaranty. Certified bank drafts, irrevocable letter of credit, cashier's check or checks must be made payable to the order of the Saint Vrain Creek Coalition to be accepted. The Bid guaranty shall insure the execution of the agreement and the furnishing of the surety bond or bonds by the successful Bidder, all as required by the Contract Documents.

Revised Bids submitted before the proposal (Bid) due date, whether forwarded by mail or email, if representing an increase in excess of two (2) percent of the original Bid, must have the Bid guaranty adjusted accordingly; otherwise the Bid will not be considered.

Certified checks, irrevocable letter of credit, cashier's check or bank drafts, or the amount thereof, Bid bonds and negotiable U.S. Government bonds of unsuccessful Bidders will be returned as soon as practical after the proposal (Bid) due date.

COLLUSIVE AGREEMENTS

Each Bidder submitting a Bid to the Saint Vrain Creek Coalition for any portion of the work contemplated by the documents on which bidding is based shall execute and attach thereto, an affidavit substantially in the form herein provided, to the effect that he/she has not entered into a collusive agreement with any other person, firm, or corporation in regard to any Bid submitted (See Exhibit: Noncollusion Affidavit of Prime Contractor).

Before executing any subcontract the successful Bidder shall submit the name of any proposed subcontractor for prior approval and an affidavit substantially in the form provided herein.

STATEMENT OF BIDDER'S QUALIFICATIONS

Each Bidder shall **submit on the form furnished for that purpose, a statement of the Bidder's qualifications**, his/her experience record in constructing the type of improvements embraced in the contract, his/her organization and equipment available for the work contemplated, and a detailed financial statement (See Exhibit: Statement of Bidder's Qualifications). The Saint Vrain Creek Coalition shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform his/her obligations under the Contract and the Bidder shall furnish the Saint Vrain Creek Coalition all such information and data for this purpose as it may request. The right is reserved to reject

any Bid where an investigation of the available evidence or information does not satisfy the Saint Vrain Creek Coalition that the Bidder is qualified to carry out properly the terms of the Contract.

UNIT PRICES

The unit price for each of the several items in the proposal of each Bidder shall include its pro-rata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price Bid represents the total Bid. Any Bid not conforming to this requirement may be rejected as informal. THE SPECIAL ATTENTION OF ALL BIDDERS IS CALLED TO THIS PROVISION, FOR SHOULD CONDITIONS MAKE IT NECESSARY TO REVISE THE QUANTITIES, NO LIMIT WILL BE FIXED FOR SUCH INCREASED OR DECREASED QUANTITIES NOR EXTRA COMPENSATION ALLOWED, PROVIDED THE NET MONETARY VALUE OF ALL SUCH ADDITIVE AND SUBTRACTIVE CHANGES IN QUANTITIES OF SUCH ITEMS OF WORK (i.e., difference in cost) SHALL NOT INCREASE OR DECREASE THE ORIGINAL CONTRACT PRICE BY MORE THAN TWENTY FIVE PERCENT (25%), except for work not covered in the 30% Design Drawings as provided for in the Contract Documents.

CORRECTIONS

Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder.

TIME FOR RECEIVING BIDS

Bids must be received by the Saint Vrain Creek Coalition by April 28, 2017 by 4:00 p.m. MST. Bidders are cautioned that, while email modifications of Bids may be received as provided above, such modifications, if not explicit and if in any sense subject to misinterpretation, shall make the Bid so modified or amended, subject to rejection.

WITHDRAWAL OF BIDS

Bids may be withdrawn on written or email request dispatched by the Bidder.

AWARD OF CONTRACT: REJECTION OF BIDS

The Contract will be awarded to the responsible Bidder submitting the lowest responsive and responsible Bid complying with the conditions of the Invitation for Bids. The Bidder to whom the award is made will be notified at the earliest possible date. The Saint Vrain Creek Coalition, however, reserves the right to reject any and all bids and to waive any informality in Bids received whenever such rejection or waiver is in its interest.

The Saint Vrain Creek Coalition reserves the right to consider as unqualified to do the work of general construction any Bidder who does not habitually perform with his/her forces the major portions of the work involved in construction of the Improvements embraced in this Contract.

EXECUTION OF AGREEMENT: PERFORMANCE AND PAYMENT BONDS

Sections 38-26-105 and 38-26-106, CRS 2013, as amended, shall apply to all grants that require the contracting (or subcontracting) for construction or facility improvements. These sections require:

A PAYMENT BOND ON THE PART OF THE CONTRACTOR FOR PAYMENT OF ALL AMOUNTS LAWFULLY DUE WHEN THE CONTRACT PRICE IS FOR MORE THAN \$50,000. A "payment bond" is one executed in connection with a contractor to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract (Section 38-26-105).

A PERFORMANCE BOND ON THE PART OF THE CONTRACTOR FOR NOT LESS THAN ONE-HALF (½) OF THE TOTAL AMOUNT PAYABLE BY THE TERMS OF THE CONTRACT WHEN THE CONTRACT PRICE IS FOR MORE THAN \$50,000. A "performance bond" is one executed in connection with a contract to secure

fulfillment of all the contractor's obligations under such contract. (Section 38-26-106). Although State Statute requires only a 50 percent performance bond, the Department suggests all performance bonds be in payment of 100 percent of the contract price. The bonds shall be obtained from companies holding certificates of authority as acceptable sureties. A certified or cashier's check or a bank money order may be accepted in lieu of a bond.

Sample forms of both payment and performance bonds can be found in the Community Development Block Grant (CDBG) guidebook (<https://www.colorado.gov/pacific/dola/community-development-block-grant-cdbg-guidebook>) beginning on Exhibits VIII-N.

PRE-CONSTRUCTION CONFERENCE

Within ten calendar days of contract execution and prior to the commencement of work, the contractor or his/her representative and all known subcontractors shall attend a Pre-construction Conference with the Saint Vrain Creek Coalition Project Manager and/or their representative. The conference will serve to acquaint the participants with the general plan of contract administration and requirements under which the construction operation is to proceed, and will inform the contractor and subcontractor in detail of their obligations under Indian preference, equal employment opportunity, and labor standards provisions, if applicable. (EXHIBITS VIII-Q & Q.1 in the Community Development Block Grant (CDBG) guidebook: <https://www.colorado.gov/pacific/dola/community-development-block-grant-cdbg-guidebook>)

The date, time, and place of the conference will be furnished to the contractor by the Saint Vrain Creek Coalition Project Manager.

TAXES

State and local taxes shall not be included in the bid. The Saint Vrain Creek Coalition is a 501(c)3 nonprofit and purchases made specific to this project can be made with the Saint Vrain Creek Coalition's tax exempt status.

WAGES AND SALARIES

Attention of Bidders is particularly called to the requirements concerning the payment of not less than the prevailing wage and salary rates specified in the Davis-Bacon Wage Determination Exhibit within the Contract Documents and the conditions of employment with respect to certain categories and classifications of employees.

The rates of pay set forth under GENERAL CONDITIONS are the minimums to be paid during the life of the Contract. It is therefore the responsibility of Bidders to inform themselves as to Davis-Bacon and Related Act requirements as well as to the local labor conditions such as the length of work day and work week, overtime compensation, health and welfare contributions, labor supply and prospective changes or adjustments of rates.

EQUAL EMPLOYMENT OPPORTUNITY

Attention of Bidders is particularly called to the requirement for ensuring that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin. The contractor will be required to take affirmative action to ensure that employees and applicants for employment are not discriminated against.

"SECTION 3" COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES

- Section 3 requires recipients and contractors to make a good faith effort to utilize Section 3 area residents as trainees and employees in connection with this project. (EXHIBIT VIII-O.2A in the Community Development Block Grant (CDBG) guidebook: <https://www.colorado.gov/pacific/dola/community-development-block-grant-cdbg-guidebook>)
- Section 3 also requires recipients and contractors to make a good faith effort to award contracts to Section 3 business concerns for work in connection with this project (See Exhibit: Section 3 Business Self-Certification).
- Section 3 requires recipients and contractors to document their Section 3 good faith efforts taken and the results of these actions.
- For purposes Section 3 training and employment, the Section 3 area is the unit of general local government. For purposes of contracting, the Section 3 area is the county in which the project is located.

Compliance with this requirement should not be construed to mean that the Saint Vrain Creek Coalition can exclude all outside the Section 3 trainees, employees, and contractors in favor of local concerns. It is the policy of this program that contractors hired under this program be the MOST QUALIFIED BIDDER regardless of location. The Saint Vrain Creek Coalition is responsible for making a good faith effort TO NOTIFY potential beneficiaries, that the Saint Vrain Creek Coaliton's project is available. This will be done in conjunction with the normal bidding process. The actual selection of the MOST QUALIFIED BIDDER must be done treating all bidders equally. BONUS OR PREFERENCE POINTS FOR BEING IN A "SECTION 3" AREA NOT ALLOWED.



REQUEST FOR PROPOSALS

Creek Rehabilitation Design-Build Construction for Apple Valley North

A CDBG-DR and EWP WATERSHED RESILIENCE IMPLEMENTATION PROJECT

DATE: March 31, 2017

ISSUED BY: Saint Vrain Creek Coalition

PROJECT NUMBER: CDBG-DR WI 17-108/EWP - Apple Valley North

PROPOSAL DUE DATE: April 28, 2017 by 4:00p.m. MST

Creek Rehabilitation Design-Build Construction for Apple Valley North

REQUEST FOR PROPOSALS

Contact: Cecily Mui, Watershed Coordinator

Saint Vrain Creek Coalition

cecilym@saintvraincreekcoalition.org

Office: 303-774-4514

Cell: 720-692-6794

Mandatory Pre-proposal Meeting & Site Visit: A mandatory Pre-Proposal Meeting will be held on April 14, 2017 at 1:00 p.m. Meeting participants shall gather on the west side of the Lyons Town Hall building (432 5th Avenue in Lyons 80540), near the outdoor picnic tables. The purpose of this meeting is to discuss this Request for Proposals (RFP) and to provide assistance to contractors in the interpretation of this RFP or any of its terms and conditions. Interested parties should RSVP to the Watershed Coordinator, listed above.

Written inquiry deadline: Written inquiries will be accepted until April 18, 2017 at 12:00 p.m. and will be responded to in writing to all interested parties via email by April 21, 2017 at 10:00 a.m. Inquiries regarding this RFP should be submitted via email to cecilym@saintvraintcreekcoalition.org with the subject line titled: INQUIRY – Creek Rehabilitation Design-Build for Apple Valley North.

Proposals must be received no later than: April 28, 2017 at or before 4:00 p.m. MST.
Proposals received after this date and time may not be considered for award.

2 proposals and signed Exhibits shall be submitted in hardcopy format, and an electronic copy via email or a thumb drive as a PDF document.

Bid guaranty: The bid must be accompanied by a bid guaranty (bond), which shall not be less than 5% of the amount of the bid.

Deliver proposals to:

Cecily Mui, Watershed Coordinator

Saint Vrain Creek Coalition

PO Box 706

Longmont, CO 80502

cecilym@saintvraincreekcoalition.org

Office: 303-774-4514

Cell: 720-692-6794

In-person delivery can be taken to 1251 S. Bowen St, Longmont, CO 80501. However, an email or call to schedule delivery is required. If proposals are mailed, they must be received by the Saint Vrain Creek Coalition by April 28, 2017.

1.0 PROPOSALS REQUESTED FOR DESIGN-BUILD PROJECT IMPLEMENTATION

1.1 Funding Sources

The Saint Vrain Creek Coalition (“SVCC” or “Coalition”) has been awarded funding from two federal programs for the Creek Rehabilitation Design-Build Construction Project for Apple Valley North. Bidders should note that this RFP should not be confused with the RFP for Apple Valley South. Bidders may submit proposals for either or both projects by responding to the appropriate RFP.

This first funding source is the Emergency Watershed Protection (EWP) Program. The U.S. Department of Agriculture’s Natural Resources Conservation Service (NRCS) administers the EWP Program, which responds to emergencies created by natural disasters. The program is designed to help people and conserve natural resources by relieving imminent hazards to life and property caused by floods, fires, windstorms, and other natural occurrences. EWP is an emergency recovery program. All projects undertaken, with the exception of the purchase of floodplain easements, must have a project sponsor. The 2013 Colorado Phase II EWP program is being sponsored directly by the Colorado Water Conservation Board (CWCB), who works with local subrecipients on individual projects such as the Apple Valley North project. The CWCB has the following goals for the 2013 Colorado Phase EWP program: 1) reduce hazards and protect life and property; 2) use federal and state funding effectively; 3) enhance the health and resilience of watersheds and stream corridors; 4) build capacity of watershed coalitions; and 5) advance a watershed-based approach to flood recovery.

Additionally, the SVCC has been awarded a cost-share matching grant for implementation from the Colorado Department of Local Affairs (DOLA), Community Development Block Grant - Disaster Recovery (CDBG-DR) Watershed Resilience Pilot Program. This federally-funded Program is designed to help watersheds recover from damage sustained in the federally-declared flood and fire events of 2012 and 2013. The Program’s goal is to align watershed restoration and risk mitigation with community and economic development goals using a collaborative, multi-jurisdictional, coalition-of-partners approach. Project implementation grants are meant to address long-term watershed system improvements that build resilience in watersheds that sustained damage from recent federally-declared flood and fire disasters.

Based on the available cost-share match, the project has a not to exceed limit of \$1,949,801. The total available funds are broken down into:

Design:	\$ 86,760
Construction oversight:	\$ 150,000
Construction	\$1,713,041

The SVCC reserves the right to adjust the not to exceed amount accordingly, based on any funding changes.

SVCC volunteers will provide additional match to assist with revegetation within the project area.

1.2 About the Saint Vrain Creek Coalition

The Saint Vrain Creek Coalition is a 501(c)3 non-profit organization. The SVCC's mission is to implement the Saint Vrain Creek Master Plan and pursue recovery from flood impacts, resiliency to natural hazards, and protection of the natural character and multiple uses of the Saint Vrain watershed through broad stakeholder engagement and collaboration. The SVCC is a locally driven, non-governmental, non-regulatory, community-based organization that facilitates stewardship and restoration projects based on scientific analysis to improve watershed health and develop partnerships to plan, fund, and implement those projects. The Saint Vrain Creek Coalition is an Equal Opportunity Employer and no otherwise qualified individual shall be subject to discrimination on the basis of race, color, religion, creed, national origin, ancestry, sex, age, sexual orientation (incl. transgender status), physical or mental disability, marriage to a co-worker and retaliation for engaging in protected activity (opposing a discriminatory practice or participating in an employment discrimination proceeding) in any phase of employment for this position.

1.3 Project Award Requirements

This project will be awarded to a consulting team to finalize designs and construct for a design-build project located on the North St. Vrain Creek through a project area identified as Apple Valley North, within Reach 4a of the St. Vrain watershed as indicated in the St. Vrain Creek Master Plan (<http://www.saintvraincreekcoalition.org/master-plan/>). Apple Valley North extends from the bridge located at Apple Valley Road and North Saint Vrain Drive (known as "Rainbow Bridge") downstream approximately 1.4 miles to the middle of 18976 North St. Vrain Drive. A map of the project area is included as Appendix A.

The work to be performed under any contract issued as a result of this solicitation is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3), which states that: 1) Employment, training, contracting and other economic opportunities generated by HUD assistance shall, to the greatest extent feasible, be directed to low and very low-income persons residing within the project area; and 2) Contracts for work in connection with the projects shall, to the greatest extent feasible, be awarded to businesses which are located in, or owned substantially by persons residing in the project area. All CDBG-DR funded projects must, to the greatest extent feasible, comply with Section 3 when contracting for professional services. The contractor must adhere to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3).

Selection will be made on the basis of a balance of adherence to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 70u (Section 3), qualifications, and the cost of proposed services that provide best value to the project.

Companies must be registered and active on sam.gov to qualify as a prospective contractor. Firms and all subcontractors cannot be debarred from working on federally-funded projects.

2.0 BACKGROUND AND PURPOSE

2.1 Description of Project Site and 2013 Flood Impacts

Apple Valley, located along the North St. Vrain Creek, just upstream of the Town of Lyons, was severely impacted by the September 2013 flood event. This area suffered loss of life and property, realignment of the creek channel, significant scouring, erosion, and deposition of large amounts of debris, and devastated much of the river's habitat. The Saint Vrain Creek Coalition along is working to restore an approximately 1.4-mile reach along the upstream extents of Apple Valley, known as Apple Valley North. The proposed project within Apple Valley North is a full-floodplain restoration plan to protect life and property that includes construction applications such as:

- Bank Stabilization Structures
- Erosion control structures
- Floodplain Structures (floodplain bench creation, etc.)
- Channel Realignments
- In-Channel Structure Installation (such as boulder-riffle structures)
- Infrastructure Protection
- Earthwork (designed for zero net fill/zero balance so floodplain level will not change).
- Revegetation (including seeding, cuttings, and container stock)

2.2 Understanding

The SVCC has recently completed a planning project along the length of Apple Valley to provide baseline data, alternatives study, 30% design plans, preliminary permit work, and supporting documentation that is available for use by the selected design-build team to accelerate the construction process. This project will not complete work in Apple Valley South, however, the projects are closely situated and work done on this project may require consideration of impacts to the Apple Valley South project area. This project will build upon and bring through construction the recently completed draft final 30% design plans (Appendix B) identified in the Creek Rehabilitation Plan for Apple Valley design documents:

- Draft final 30% plan set, Basis of Design Report, and appendices:
(<https://www.dropbox.com/sh/kbooscg94n8zxny/AACK4eZCE9BLw11EnycY0soha?dl=0>)

The 30% designs may include details that exceed the construction budget that is currently available. The selected design-build team will need to evaluate design modifications so that the project meets the available budget limitations. These plans include a range of designs that benefit the North St. Vrain Creek and surrounding properties.

The contractor will perform construction activities based on approved designs. The implementation process will: build upon relevant prior analyses, including hydrologic and hydraulic models; continue to

assess the current and desired geomorphic and ecological conditions to achieve the greatest possible resilience; utilize technically feasible and cost-effective restoration; and design and build a comprehensive creek restoration project. Additionally, this restoration project will include stabilizing stream channel morphology, restoration or creation of new native in-stream and riparian habitat to attract and support native fish and wildlife populations, utilization of best management practices (BMPs) to improve water quality and aquatic habitat, and mitigation of flooding and sedimentation.

The Creek Rehabilitation Design-Build Construction for Apple Valley North will be implemented in a way that promotes coordination and continuity of flood recovery and restoration activities within and near the project area, including Apple Valley South. Design and construction will be determined based on both site specific and management plan conditions, as well as through coordination and input of the SVCC, project landowners, boards, and commissions, as well as, Boulder County, Town of Lyons, Stone Mountain Lodge diversion, Dave Miller Ditch, and Sosey Ditch. Every effort will be made to develop and implement a design that achieves multiple objectives (e.g. enhanced recreation, ecological functions, educational components, economic development, etc.) while working within site constraints and specified budget.

The Saint Vrain Creek Coalition desires to work with highly qualified contractors who can clearly demonstrate experience and expertise to complete a design-build stream restoration project, has the ability to complete this type of work in a timely manner, and is committed to maximizing the funding available to complete as much work as possible within the budget. As such, the SVCC is seeking a qualified, experienced, and capable team of:

- Civil engineers specializing in hydraulics and hydrologic analysis
- Hydrologists
- Geomorphologists
- Ecologists with strong botanical and vegetation management knowledge
- Fisheries biologists
- Construction managers
- Additional contractors and supporting ancillary trades

Selection of a team will be based on the criteria listed in Section 8.0 of this RFP.

The contractor shall perform or supply all necessary services as specified in this document, or pursuant to generally accepted standard industry practice with regard to:

- Supplemental surveying
- Research
- Geotechnical investigation
- Hydraulic and sediment transport modeling
- Analysis
- Design
- Applied ecology
- Aquatic habitat

- Specification preparation
- Permitting
- Utility coordination
- Public process
- Construction
- Engineering oversight
- Maintenance plan

Additionally, as-built plans will be submitted to the SVCC with associated computer input and output, analyses, maps, surveys, inspection documents, and any other materials developed specifically for the project and consistent with associated professional consulting work. As-built plans and report must meet the requirements of the EWP program.

All design work must be performed under the direction and supervision of a Licensed Professional Engineer registered with the State of Colorado. All construction must be supervised by a qualified contractor with experience on similar types of projects. All designs and construction in regulatory floodplains should conform to the State of Colorado Department of Natural Resources Rules and Regulations for Regulatory Floodplains in Colorado, as well as, local floodplain regulations.

http://cwcb.state.co.us/Documents/FloodplainRulesRegsUpdate/CWCB_Adptd_FP_Rules_BasisPurp_%2011172010.pdf

It is expected that the construction of the project may begin prior to the completion of final design. The contractor will work closely with the SVCC to establish work sequencing and identification of when certain aspects of the work can commence. This flexible approach may be appropriate for allowing the construction process to move forward while providing the ability to field-fit certain final details during the construction process.

2.3 Goals

Programmatically, the objective is to complete as much design and creek restoration as possible that meets the SVCC and EWP goals with the funding set forth, and within the established time frames. Project specific goals include the design and construction of a project that protects life and property and restores the North St. Vrain Creek to a stable equilibrium wherein river function and habitat are optimized through a process that leverages hydrology, geomorphology, aquatic and riparian science to best restore the natural processes, appropriate to this river and watershed, such that the natural ecosystem can regrow and restore itself in the context of existing development and uses within the valley and in a manner that increases resiliency within the valley in anticipation of the next flooding event.

Additionally, the plan and design documents and constructed project will emphasize the following:

- A complex, multi-stage channel that incorporates a low flow, bankfull, and overbank channel
- A stable “natural appearing and functioning” river channel incorporating habitat improvements for fish and other aquatic organisms

- Restored riparian and floodplain function within the river corridor which includes constructing wetland and riparian habitats and reestablishing vegetation
- Wildlife habitat for a variety of aquatic and terrestrial species
- Demonstrates restoration techniques as a model for efforts to reclaim other stream reaches

3.0 PROJECT CONSIDERATIONS

To achieve a successful design-build project meeting the goals and objectives of the SVCC and the EWP program, the following critical design challenges must be considered:

3.1 Hydrologic, Physical, and Structural Considerations

- Channel dimensions, alignment, and profile to convey flood waters, sediments, and support ecosystem needs
- Proper functional movement during fluctuating flows, including low-water and flood stages
- Transportation and utility protection and location, including irrigation ditches (Dave Miller Ditch, Stone Mountain Lodge diversion, and Sosey Ditch)
- Revegetation with considerations for long-term visual and audial screening
- Strategies that include multi-objective function

3.2 Biological and Environmental Considerations

- Upland and bank erosion mitigation along the stream corridor
- Aquatic and terrestrial wildlife habitat improvement/restoration, including but not limited to low flow channel improvements, fish passage with varying pool sizes for native and sport fishes, wetland and riparian restoration with native plants, enhanced floodplain capacity, and any potential habitats for native, endangered, or protected species, especially foothills-plains transitional fish species, such as plains topminnow, in Reach 1B
- Refine, size, and implement the planting plan for final design according to available budget and greatest potential for planting success based on appropriate native species selection and hydroseres
- Strategies that enhance water quality by minimizing inflows of nutrients and sediment into the streams

3.3 Flood Mitigation Considerations

- Strategies that reduce the impact of future flooding to local and downstream homes and infrastructure
- Strategies that accomplish floodplain preservation/restoration and flood control
- Strategies for stabilizing, removing or reducing the impact of debris

3.4 Resiliency Considerations

- Develop strategies that create resilient river corridors. Resilience is defined as having characteristics that lessen or limit catastrophic damage and allow for speedy recovery when

disasters do occur. The intent of resilience strategies is NOT to avoid or resist all damage, but to bend where appropriate and recover quickly.

3.5 Recreation Considerations

- Design that is mindful of recreational safety for activities such as fishing, boating, tubing, using input from landowners and stakeholders on permissible activities. However, it is noted here that EWP funding cannot be used to support recreation improvements directly.

3.6 Stakeholder Engagement Considerations

- Strategies to engage landowners, Boulder County, Town of Lyons, Dave Miller Ditch Company, Sosey Ditch Company, Stone Mountain Lodge diversion, and other stakeholders in the construction-ready design review process
- Strategies to incorporate and provide data-driven responses to landowner and stakeholder input
- Strategies to inform landowners within the construction limits of the project area such that it continues to maintain or obtain their permission to implement the final design

3.7 Permitting Considerations

- Submit and follow process to obtain and meet the requirements of the Boulder County Limited Impact Special Use Review permitting process.
 - Submit a Boulder County floodplain permit using a 1D HEC-RAS model that demonstrates a no-rise condition in the project area; existing hydraulic data and analysis (Appendix B) available for feasibility assessment
- Ability to successfully submit all necessary permits, including stormwater discharge permit, grading permit, stream restoration permit, and all other applicable permits such that construction of the final design can be completed by December 31, 2017

3.8 Construction Plan Set Considerations

- Develop a construction plan set that builds from the 30% design plan set
- Carry forward the overflow design in Reach 1B, as this is the highest resiliency option that can be authorized for construction with NRCS EWP implementation funds
- Strategies to achieve the greatest amount of restoration possible at the southern boundary of the project area, located at approximately Station 72+00, which is on a channel meander.

3.9 Construction Considerations

- Strategies to develop a detailed budget and schedule for construction that meets funding limitations
- Strategies to develop and implement a permitting compliance schedule and/or matrix
- Strategies to provide effective and efficient construction oversight
- Ensure and coordinate utility locates and minor temporary or permanent relocations prior to construction

- Ensure a safe working environment on the project site
- Strategies to perform field-fitting of restoration structures and document design changes
- Ability to provide as-built report and supporting documents to document work that has been completed and to close out permits
- Strategies for warranty administration for a period of 36 months from the date of closeout

4.0 SCOPE OF WORK

The project will restore and enhance resiliency of a 1.4 mile reach of the North St. Vrain in Apple Valley North and will include the following elements:

- a) Grade a complex, multi-stage channel with a low flow, bankfull, and overbank channel
- b) Grade and connect overflow channel to existing post-flood channel in reach 1B
- c) Floodplain benches and grading to connect channel to floodplain
- d) Install riffle-pool sequences throughout project reach
- e) Install reinforced boulder riffle structures in high risk, channel migration locations
- f) Ensure fish passage and habitat for native and sport fish species, and remove instream structures that are barriers to fish passage
- g) Where landowners have insisted on retaining cross vanes, stabilize failing structures and lower the center of the structure to facilitate fish passage and minimize plunging flows
- h) Install bio-engineered bank (toe wood or rootwad) in areas of where bank protection is required and there are not high risk assets directly located near the stream bank
- i) Install boulder bank protection or offset buried riprap revetment in areas of high erosional risk when necessary to protect structures and infrastructure
- j) Protect and do not negatively impact existing infrastructure, such as ditch intakes and returns, culverts, etc.
- k) Install wood catcher structures to catch and deposit wood during high flows and mimic natural movement of wood through the stream
- l) Removal of flood-deposited debris
- m) Re-vegetate bare or sparsely vegetated ground, riparian, and wetland areas according to hydroseres

4.1 Design Phase Requirements

Task 1: Contracting, Kickoff, and Scoping Meeting

Meet with Colorado Department of Local Affairs (DOLA) CDBG-DR and Colorado Water Conservation Board (CWCB) EWP TA Teams to review program goals and go over NRCS Damage Survey Report to ensure that expected design-build goals and criteria are understood.

Task 2: Project Schedule

- Develop a detailed project schedule that defines design activities of each element of the project and their inter-relationships in addition to milestone dates relative to project completion and permit requirements.

- Regular monitoring, updating, and reporting of the project schedule and implementation process will be required to demonstrate an efficient and timely delivery of the product.
- The detailed project schedule must include all critical paths for permit activities.
 - Provide updates on permitting delays that could delay the Project Schedule.
- All permits required for construction will be addressed early in the schedule to ensure that permits are issued.

Task 3: Assessment

The following is a list of items that should be included in the site assessment task, at a minimum, but not limited to this list.

3A) Project Goals Statement for Design-Build

- Clear definition of project goals and objectives (developed in collaboration with SVCC).
- Proposed timeline through construction with key milestones, including identified steps to bring the project to permitting completion and final construction-ready design.

3B) Watershed and Site Assessment

- Review of hydrology, hydraulics, geomorphology, sediment transport, geology, soils, water quality conditions, ecology, riparian assessment, wetland delineation, aquatic habitat, water rights, utilities and infrastructure, recreation data and analysis from the St. Vrain Creek Master Plan, 30% Design, and other available sources regarding the project area.
- Review Base map, including but not limited to:
 - Political/property boundaries;
 - Infrastructure and utility locations (complete and confirm utility locates prior to construction);
 - Topographic survey (1' contour development from LIDAR and traditional survey methods);
 - Supporting GIS/CAD layers
- Review 30% Design alternatives analysis
- Continue photo documentation (e.g., pre-project, during construction, post-construction).

3C) Hydraulic Models for Design and Permitting

- Hydraulic models of the preferred alternative that fits this project funding criteria must be prepared to compare the pre-project and post-project condition floodplain models.
 - Available hydraulic data and analysis from the 30% Design can be accessed via this link: <https://www.dropbox.com/sh/4n52o7k3yx8diqz/AAyLUUWGL3GPvTTbHRAmX3ta?dl=0>
 - The contractor will be required to provide a No-Rise certification based on the selected alternative and supporting conditions.
- Ability to achieve a “No-Rise” must be included as part of the proposal.

Task 4: Permitting

- Timely application of all permits needed so that construction can be completed by December 31,

2017

- Some permitting work has been initiated and are thus indicated below.
- Local, state and/or federal permits required include, but not limited to:
 - Army Corps of Engineer 404 (work is covered under Nationwide Permit 37 for EWP projects)
 - CDPHE stormwater management plan (with erosion control measures which include permanent water quality features, erosion and sediment control device) and permit
 - Boulder County floodplain development permit (Initiated)
 - Ability to achieve a “No-Rise” must be included as part of the proposal.
 - Grading permit (Initiated)
 - CDOT and Boulder County Roadway permits
 - Other local and state permits as appropriate
 - Environmental Review, including NEPA/SHPO (Completed by State contractor AEGIS)
- Prepare permit applications and fees for all required permits with the exception of those obtained by contractors directly contracted with the State of Colorado.
- Collection and organization of materials, indexes and preparation to facilitate the final permit request for all permits.
- All work should be in accordance with best practices for floodplain and upland area restoration, in accordance with the rules and requirements of HUD, FEMA, NRCS, the State of Colorado, and obtained permits.

Task 5: Construction-Ready Design Development

- The Design Phase ends with the onsite review of draft construction plans, hydraulics of the proposed design, and cost estimates with the SVCC and DOLA and EWP Technical Assistance (TA) Team.
 - The onsite review is held to conclude all unresolved issues identified during draft construction-ready plans and to establish the specific criteria and direction that are to be used in the final design.
 - These plans and documents are critical in the review process as they establish the time the contractor may start to undertake the construction process.
- Construction-ready plans should at a minimum include, but not be limited to:
 - Cover Sheet
 - Standard Plans List
 - General Notes and Abbreviations
 - Property Ownership Maps
 - Project Extents and Construction Limits
 - Plan and Profile Sheets
 - Typical Cross-Sections
 - Planting Plan
 - Update potential revegetation needs in terms of species, budget, and estimate quantities

- Update soil amendments and/or other supporting supplies that are needed
 - Provide revegetation timeline relative to construction timeline
 - Grading and Drainage Sheets
 - Proposed pipe/culvert profiles
 - Bank Stabilization, Grade Control, and Scour Sheets
 - Removal/Demolition Sheets
 - Detail Sheets
 - Preliminary Technical Construction Specifications
 - Construction Access Control/Phasing Plan
 - Erosion Control Plan and Details
 - Project Special Provisions
- The contractor shall provide a Preliminary Engineer’s Opinion of Cost, commensurate with the level of detail of this design stage, with the plans and electronic files.
 - Use the 3-digit CDOT pay item categories as a basis for the engineer’s estimate.

Task 6: Property Surveying

- Surveying needs must be identified.
 - A professional land surveyor licensed in the State of Colorado shall prepare an updated land survey map focusing on the area of the project.
- Review collected data on existing right-of-way, easements, utilities, property lines, ownership, channel, bankfull channel, cross-sections, topographic survey, and conduct further research as needed.
- The contractor shall plot existing and required rights-of-way, easement, utilities, property lines, and ownership information based on tax records on to construction plan set.

Task 7: Quality Assurance Plan

- Develop a Quality Assurance Plan that ensures that construction meets the intent and requirements of the construction documents, including design plans and specifications.
- Identify the role and responsibility of each personnel on the Construction Oversight Team.

Task 8: Project Monitoring and Maintenance Plan

- Review the monitoring plan in the 30% Basis of Design report.
- Identify additional parameters and protocols that will be monitored after construction is completed.
- Provide updated project maintenance plan that includes:
 - Updating the monitoring plan in the 30% Basis of Design report.
 - Monitoring maps that identify proposed sites.
 - Monitoring and inspection schedules.
 - Descriptions of how monitored parameters will provide information to support understanding of success/failure of project goals and/or aid in adaptive management and maintenance of the project.

- Suggested maintenance of the improvements and habitat areas.
- Available warranties and their expiration or product satisfaction.
- Responsible parties for items and tasks in the plan.

Task 9: Stakeholder Engagement

- The contractor will hold short, weekly team meetings or conference calls with the SVCC to update status and prepare meeting minutes.
- The contractor will submit construction-ready plans to the SVCC, DOLA and EWP TA Teams, and stakeholders for review and comments.
 - The contractor will hold a public meeting to present construction-ready plans to the public.
 - The contractor will attend a meeting with the SVCC Board of Directors to present plans and answer questions.
- The contractor will hold a pre-construction project meeting with stakeholders to present construction timeline, plans, and answer any questions.
 - This meeting will be conducted in partnership with the SVCC; organization and details will be jointly arranged.
- The contractor will provide exhibits, diagrams, and documents related to the design efforts for public meetings and hearings before boards and commissions.
- The contractor will prepare meeting minutes for public meetings.
- The contractor will collect, review, and respond to comments from stakeholders during community meetings and through other avenues.

Task 10: Budget

- Provide documentation of any resultant changes in the projected project costs resulting from design decisions and/or changes.
- Budget limitations are fixed and cannot be exceeded.
- Manage change orders and documentation necessary to support changes.
 - All change orders require written approval with the SVCC prior to implementing work under the change order.
- Project elements will be organized in a manner that coordinates work to maximize work that can be accomplished.

4.2 Construction Phase Requirements

Task 1: Guaranteed Maximum Price Development

- GMP development will commence upon the completion of permitting and an agreed level of design and will include the costs developed through an open book process.
 - The team may choose to perform some preliminary aspects of the GMP preparation prior to the acquisition of the permits.

- However, the GMP will be updated and finalized following acquisition of all permits required for commencing construction.
 - The GMP will include design-build overhead costs and margins for all work, as described in the RFP's Scope of Work.
- GMP Negotiation, if successful, will result in a "not to exceed" figure and the execution of an amendment to the "Contract for Design-Build Construction Services" between the SVCC and the contractor (Exhibit: Sample Contract For Design-Build Construction Services).

Task 2: Construction Administration

2A) Project Schedule

- Develop a detailed project schedule that defines construction activities of each element of the project and their inter-relationships in addition to milestone dates relative to project completion and permit requirements.
- Regular monitoring, updating, and reporting of the project schedule and implementation process will be required to demonstrate an efficient and timely delivery of the product.

2B) Budget

- Prepare a project budget monitoring protocol to provide regular updates on the status and attributes of the project.
- Provide documentation of any resultant changes in the projected project costs resulting from construction-related decisions and/or changes.
- Budget limitations are fixed and cannot be exceeded.
 - Construction costs must not exceed the "not to exceed" figure established in the "Guaranteed Maximum Price Negotiation."
- Manage change orders and documentation necessary to support changes.
 - All change orders require written approval with the SVCC prior to implementing work under the change order.
- Project elements will be organized in a manner that coordinates work to maximize work that can be accomplished.

2C) Management

- Provide for the management and administration of the contractor's Construction Phase contract. Obligations include, but are not limited to, the following activities:
 - Develop and update a construction management plan that includes Construction Phase quality control procedures, safety programs, construction document management protocol, etc.
 - Provide all requisite bonds and insurance for the construction of the project
 - Possess the requisite licenses and ensure that all subcontractors are also appropriately licensed and bonded for the tasks needed to complete the Construction Phase of the project
 - Procure and manage all construction contractors to complete the Construction Phase scope of work for the project

- Manage subcontractors (contracts, compliance, insurance, and bonds)
- Hold weekly progress/construction meetings with SVCC, contractors, and invited stakeholders; and submit meeting minutes for review and approval by the SVCC
 - At a minimum, the meeting will cover:
 - Project progress over the past week
 - Problems or concerns and cost implications
 - Design modification requests
 - Scheduled activities over the next week
- Submit monthly progress reports with percentage of specific work tasks completed and accompany invoices
- Prepare payment requests and relevant back up documentation with well-maintained cash flow projection, including wage compliance to Davis-Bacon
- Track permit compliance
- Track Request for Information and/or clarification (RFIs)
- Prepare as-built drawings
- Coordinate all construction and permit monitoring activities
- Administer warranties through the warranty period

2D) Permits

- Comply with all permit requirements during the construction phase
 - Responsible for the completion of all specified activities needed for the completeness determination of all permits and approvals required to construct and operate the project
- All permits, whether obtained by the SVCC, State of Colorado, or contractor, will become part of the project construction specifications and final design package
- Permit completeness determination includes, but is not limited to, the following tasks:
 - Develop a permitting compliance schedule and/or matrix
 - Generate and/or assemble associated requisite technical data/documents as required for permit compliance
 - Coordinate responses to Requests for Information (RFI's)
 - Develop requisite permit compliance and monitoring programs along with any potential re-design activities required to achieve permit compliance

2E) Construction Document Management

- Management must be implemented, as defined in the construction management plan, to collect and store the following data in a readily retrievable manner:
 - Correspondence
 - Payment requests
 - Change order requests
 - Davis-Bacon compliance
 - Permit compliance
 - Schedule updates
 - RFIs

- Construction oversight reports
- Construction photos
- Design changes
- As-built drawings
- All documents must be provided to the SVCC in a well-organized, electronic format at project close out.
- Invoices will be submitted monthly and must be in compliance with federal CDBG-DR and EWP grant requirements.

2F) Davis-Bacon Act Compliance

- Work must be Davis-Bacon Act compliant
 - The SVCC and DOLA Davis-Bacon Specialist are responsible for monitoring the contractor for Davis-Bacon Act compliance, including the contractor's weekly payroll
- All work will comply with federal, state, and local laws, including but not limited to:
 - Copeland "Anti-Kickback" Act (40 USC 276c)
 - Contract Work Hours and Safety Standards Act (40 USC 327-332)
 - Fair Labor Standards Act (29 USC 102 *et seq.*)
 - Colorado minimum wage (8-16-101 CRS 1973, as amended)
 - Colorado discrimination and affirmative action (24-34-402 CRS 1973, as amended)
 - Colorado labor preference (8-17-101 & 102 CRS 2013, as amended)

Task 3: Construction Oversight

- Providing construction oversight for flood recovery improvements, including periodic observation, pollution control, permit compliance, subgrade preparations, geotextile placement, backfill, cut and fill slopes, vegetation installation, preparation of construction observation notes, taking digital photo records, and contractor coordination.
- Providing design modifications including design drawing updates and or revisions as necessary based on field conditions and/or design modifications needed to meet project budget limitations.
- Providing construction submittal reviews to confirm conformance to project specifications and drawings.
- Coordinating with the SVCC, contractor, NRCS, and CWCB.
- Ensuring conformance with the Quality Assurance Plan developed during the design phase.
- Coordinating work with State and NRCS representatives.

Task 4: Construction

- Complete construction of all improvements identified in the design and GMP plans, including:
 - Project enhancements as estimated
 - The development of appropriate bank stabilization measures where significant erosion has taken place
 - The broadening of the floodplain
 - Create a stable "natural appearing and functioning" river channel incorporating habitat improvements for fish and other aquatic organisms
 - Consulting team will be performed in a safe work environment

- All work will comply with permitting requirements
- Consulting team will comply with property supervision
- Contractor will adhere to Construction Administration Requirements
- All work will minimize disturbance to surrounding areas
- All work will be completed in a timely manner
- All work will be limited to daylight hours

Task 5: Site Security

- Site security will be the responsibility of the contractor throughout the duration of the Construction Phase.
- Develop an acceptable security control plan to control access to the construction site during all phases of construction while maintaining traffic flow.
- Contractor is responsible for the construction of any alternate entrance locations or detours and any repairs required to restore facilities back to their current or stable condition.
- Contractor may close the site to the public during construction.
- Construction will be as efficient as possible to complete the project within the specified timeframe.
- Construction will be constrained to daylight hours.
- Any disturbance to any property outside of the construction zone will be corrected.

Task 6: Design Compliance Review

- Design Compliance Review will include meetings with the SVCC and representatives from the NRCS, CWCB EWP and DOLA CDBG-DR Technical Assistance (TA) Teams to validate that the design requirements are being provided during the Construction Phase.
 - SVCC will coordinate the Design Compliance Review with the contractor.
- The meetings will occur at a frequency dictated by SVCC and the TA Teams.
- One objective of these meetings will be to review the contractor’s documentation of any resultant changes in the projected costs resulting from construction-related decisions and/or changes.

Task 7: Project Closeout

- Project closeout will include activities needed to achieve final completion of the Construction Phase following the notification of Substantial Completion by the SVCC.
- Closeout activities will include, but not be limited to:
 - Completion of all punch list items defined at the point of Substantial Completion
 - Final permit acquisition and closeout
 - Project document transfer

7A) As-Builts

- Provide as-builts of the project including:
 - Cross sections to match the design location cross sections
 - Physical construction features such as culverts, bridges, and structures
- As-builts must include:
 - Field notes

- Exhibits
- Record of unforeseen conditions
 - Include area of revisions
 - Explanations of why revisions were made
- Final quantities used
- GIS files of all completed work

7B) Project Report

- Provide a final project report that summarizes:
 - Design variables
 - Options considered
 - Construction cost estimates and budget actuals
 - Construction plan set stamped by a qualified engineer
 - Specifications
 - Details
 - Final site survey and report
 - As-built report
 - Warranties
- Additional documents specified will be handled as follows:
 - Provide to the SVCC two hard copies and one electronic file of the final site survey and report to document work that has been completed.
 - Provide to SVCC two hard copies and one electronic file of the as-built report submitted to Boulder County and the Army Corps of Engineers to document work that has been completed.
- Files of management reports, outreach documents, and agreements from above tasks will be delivered to SVCC.
 - Files must be maintained by the contractor and available on request.

Task 8: Warranty Administration

- The warranty period for the project will be 12 months from the date of closeout, unless otherwise negotiated and agreed upon between SVCC and the contractor.
 - Changes to the warranty period will require a contract amendment.
- Provide warranty administration throughout the requisite warranty period, and will include activities such as:
 - Warranty request tracking
 - Event documentation and response
- Directly interface with suppliers, contractors, and others for requesting and monitoring all warranty service needs and corrective activities.
- Provide any modification and/or updates to the project record drawings that may result from warranty activities.
- The warranty will cover structures that are installed, planning and permitting documents, and

invoicing explanations and documentation.

- Provide in the final report packet a warranty guidance report.
- Details of the warranty and warranty items will be part of the negotiation process.

5.0 CONDITIONS OF REQUEST FOR PROPOSALS

All proposals must comply with the following conditions:

1. A representative of your company who has contractual authority must sign the proposal. Only one proposal will be accepted from any one company serving as a prime contractor. Subcontractors to the prime contractor may be included in the proposal of more than one consulting company.
2. All proposals must be complete, comprehensive, and professional and include information on how a floodplain permit can be achieved with a “no-rise” condition for Apple Valley North in order to complete construction by December 31, 2017. It is not necessary to include expensive displays or excess materials. All costs incurred in the preparation and presentation of the proposal will be entirely borne by the prospective contractor and any subcontractors, and will not be reimbursable by the SVCC.
3. Prospective contractors shall submit 2 hardcopies to the address listed on this RFP, as well as, an electronic copy of their proposal via email or sent in a thumb drive to cecilym@saintvraincreekcoalition.org. Proposals should be a single PDF document and be less than 10MB in size.
4. All proposals must be submitted in full no later than 4:00 PM on April 28, 2017. Any proposal arriving after the deadline will not be included in the selection process.
5. All proposals must be accompanied by a bid guaranty (bond) at five percent (5%) of the bid price. Proposals without a bid bond will be removed from consideration. Bids may also be withdrawn on written or email request dispatched by the Bidder prior to contract award announcement. The Bid guaranty of any Bidder withdrawing his/her Bid after the proposal (Bid) due date April 28, 2017 may be subject to Bid guaranty forfeiture.

If the award contractor withdraws a Bid prior to contract execution, the Bid guaranty will be subject to Bid guaranty forfeiture.
6. All questions and inquiries relating to this proposal should be addressed to: Cecily Mui, Watershed Coordinator at cecilym@saintvraincreekcoalition.org or 303-774-4514.
7. A selection committee will review the proposals received and select the consultant it believes is the most qualified to furnish the desired professional services based on the criteria listed in Section 8, below.
8. The selected consultant will be required to execute a contractual agreement with the SVCC, which is substantially the same form as found in Exhibit: Sample Contract For Design-Build Construction Services. If you cannot accept the agreement language as is, please include within your proposal the items you

cannot accept and the language you propose for substitution. The contract term will be through December 31, 2017.

9. The Saint Vrain Creek Coalition reserves the right to reject any or all proposals.

6.0 ANTICIPATED SCHEDULE

Mandatory pre-proposal meeting: April 14, 2017 at 1:00 p.m. MST

Written inquires deadline: April 18, 2017 at 12 p.m. MST

Inquiry responses provided: April 21, 2017 by 10 a.m. MST

Last day for submitting proposal: April 28, 2017 at 4:00 p.m. MST

Proposals reviewed by the selection committee: May 5, 2017

Consultant selection: By May 12, 2017

Execution of agreement: By May 19, 2017

Commence Work: Immediately following execution of agreement

Construction completion: December 20, 2017

Contract end date: December 31, 2017

7.0 PROPOSAL ELEMENTS AND FORMAT

The response to this RFP, for items A-H below, is limited to a maximum of 30 single sided pages, excluding front and back covers and the Cover Letter, using no smaller than 11-point font and no less than 0.5" margins. Each response should be complete yet concise and contain only the elements shown below. Please avoid submittal of extraneous and unnecessary information.

A. Cover Letter

A one-page cover letter must be provided that expresses the contractor's interest to be considered and identifies the contractor's primary contact person. Please provide the name, telephone number, fax number, and email address of the primary contact person. Additionally, provide the DUNS number and address of the contractor firm. The cover letter must be signed by a person who has contractual authority with the consulting company, such as a principal, partner, senior manager, or officer of the consulting company.

B. Project Team

Describe the contractor's team for the project. Please also list any proposed subcontractors (i.e., surveying, ecologist, fisheries biologist, construction manager, etc.). For the key project team members, which at a minimum should include the contractor's Project Manager, Project Engineer(s), and Construction Manager, please include:

- A brief description of the individual's background and experience (brief biography and a bullet list of relevant project work)
- Each individual's years of relevant experience
- A description of each individual's relevant experience
- The role each individual will take on the project

Please note that your company must be registered and active on sam.gov to qualify as a prospective contractor. Your firm and all subcontractors cannot be debarred from working on federally-funded projects.

C. Relevant Project Experience

Please provide relevant project experience per the guidelines given below in the general categories of stream restoration master planning, analyzing and designing stream channel modifications, stream stabilization improvements, stream and floodplain restoration, stream hydraulics, floodplain modeling and mapping, floodplain regulations and permitting, stream ecology and biological assessments, fluvial geomorphology of similar stream systems, native plant restoration, managing public involvement processes, construction oversight, construction management, and Davis-Bacon compliance for watershed projects. Please do not provide more than three relevant projects for each category. Projects can be listed for multiple categories if significant work encompassed that category.

D. References

Provide a list of clients for which the consulting company performs similar work (include contact information for each client, with a maximum of ten clients listed).

E. Understanding of RFP and Project Approach

Describe your approach for the requested services and your proposed technical process for a timely and comprehensive completion of this project, especially in regards to permitting.

F. Proposed Work Schedule

Provide a proposed work schedule with milestone deliverables and dates for a construction completion date of December 31, 2017 according to details listed in "Scope of Work" above and "Contract Term" below.

G. Fee Proposal

Provide an itemized fee and schedule proposal using a table format that coincides with the Scope of Work and the Consultant's approach to the project. Provide a table of billing labor rates for all labor categories anticipated to be used on this project. The table of billing labor rates should be generic to labor categories and not specify the name of each employee.

H. Workload Capacity

Due to the unique nature of flood recovery work in a natural disaster of this significance and construction completion deadline due to grant funding, sufficient consultant workload capacity is critical for this contract. Anticipated implementation of this project is on a very short time frame for final design, permitting, and construction. The consultant's ability and commitment to perform this work in the available time frame is essential. Therefore, please list your proposed project team's current workload capacity and commitments in addition to its anticipated capacity for April 2017 through January 2018. Please provide the percentage of time that each project team member would be

committed to this project. Please state your team's commitment to accomplish this project in what's acknowledged to be a tight time frame.

8.0 SELECTION PROCESS

The consultant selection process is anticipated to follow the previously described schedule. Upon receipt of proposals, the SVCC selection committee will individually review and score each proposal. The scores will be compiled in order to rank the applicants from highest to lowest. The top ranking consulting company(s) will be selected to enter into a design-build construction contract agreement with the Saint Vrain Creek Coalition, subject to the approval of the designated selection committee of the SVCC. Interviews will be held with top-scoring consulting companies, if necessary.

The proposals will be evaluated using the following general criteria with a maximum of 100 points available:

Project Team – Project manager, key team members, and the contracting and subcontracting companies' qualifications; defined responsibilities; key team member's experience working together (continuity). Note team members with relevant experience with Boulder County permitting process for stream restoration projects and federally-funded projects involving regulations, such as Davis-Bacon and Section 3 of the Housing and Urban Development Act of 1968. **15 points**

Relevant Stream Restoration and Process-based Project Experience – Previous experience by the project team for: design-build project management, analyzing and designing stream channel modifications, stream bank stabilization, stream hydraulics, geomorphology, water table, stream restoration, floodplain restoration, floodplain modeling and mapping, native plant restoration, fisheries and aquatic habitat enhancements, previous flood recovery work, previous experience working on Colorado Front Range Watersheds, demonstrated understanding of floodplain regulations and permitting, applying for and complying with the unique permitting requirements of river related construction projects, demonstrated understanding for federally-funded projects, construction oversight, construction management, and construction experience in: stream restoration, stream channel modifications, stream bank stabilization, aquatic habitat enhancement, native plant revegetation, floodplain restoration, and stream restoration field fitting. **25 points**

Project Implementation Approach – Describe how the firm will accomplish the work in an effective and timely manner by giving an explanation of the proposed work plan with a description of the approach to specific tasks. Include critical path items and anticipated milestones as you understand them. Ability to show demonstrated responsiveness to short time frames, complex stream projects, and experience with consensus building and facilitating multiple and diverse stakeholders and the public resulting in informed and cooperative planning and construction processes and the building of strong community coalitions. Describe the methods and timeline of communication your project team will use with the SVCC project manager and other interested parties, especially during construction within a project area with numerous private property owners. Describe any project approaches or ideas that you would

apply to this project that you feel would enhance the quality of your services. Provide detailed information about what makes your approach best suited for this project. **30 points**

Workload Capacity – Demonstrated workload capacity and commitment made to the objectives of this project. **15 points**

Project Cost - Provide a breakdown of costs with proposed itemized fee and schedule consistent with the Scope of Work and the contractor's approach to the project. Complete Exhibit: Bid for Unit Price Contracts and providing an accompanying narrative. **15 points**

9.0 CONTRACT TERMS

Please see Sample Contract For Design-Build Construction Services Exhibit: Sample Contract For Design-Build Construction Services for the sample contract.

Final acceptance of the construction-ready design by the Saint Vrain Creek Coalition and CDBG-DR and EWP TA Teams is due on or before August 1, 2017. Construction should begin by September 1, 2017 and be completed by December 31, 2017.

9.1 Inquiries

Prospective bidders may make written inquiries by email before the written inquiry deadline concerning this RFP to obtain clarification of requirements. There will be an opportunity to make inquiries during the mandatory pre-proposal meeting. No inquiries will be accepted after the April 18, 2017 noon deadline. Written responses to inquiries will be posted as addendums by April 21, 2017.

Inquiries regarding this RFP should be submitted via email to cecilym@saintvraintcreekcoalition.org with the subject line titled: INQUIRY – Creek Rehabilitation Design-Build for Apple Valley North.

9.2 Insurance and Bonding

The successful contractor will be required to provide insurance as defined in Exhibit: Sample Contract For Design-Build Construction Services. The contractor will be required to provide a Certificate of Insurance or other proof of insurance naming the SVCC and its agents as "additional insured." Coverage must include:

WORKERS COMPENSATION coverage with limits in accordance with State of Colorado requirements and any other applicable laws for any employee engaged in the performance of Work under this contract.

COMMERCIAL GENERAL LIABILITY coverage written on ISO occurrence form CG 00 01 10/93 or equivalent; covering premises, operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits of \$1,000,000 per occurrence, \$1,000,000 aggregate; \$1,000,000 personal & advertising injury limit, and \$50,000 any on fire; plus an additional amount sufficient to pay related attorneys' fees and defense costs. The policy must be applicable to all premises and operations. The policy must include

coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy must include coverage for explosion, collapse, and underground hazards. The policy must contain a severability of interests provision.

COMPREHENSIVE AUTOMOBILE LIABILITY with minimum limits for bodily injury and property damage coverage of at least \$1,000,000, plus an additional amount adequate to pay related attorneys' fees and defense costs, for each of Design-build team's owned, hired, or non-owned vehicles assigned to or used in performance of this Agreement.

The Saint Vrain Creek Coalition, including officers, agents, and designees will be named as additional Insured for General and Auto Liability Insurance.

PROFESSIONAL LIABILITY COVERAGE for engineers with a minimum limit of \$1,000,000 per Occurrence and \$1,000,000 aggregate.

EMPLOYER'S LIABILITY coverage with limits of at least \$500,000.

BID GUARANTY must be accompanied by a bid guaranty (bond), which shall not be less than five percent (5%) of the amount of the bid.

At the option of the bidder, the guaranty may be a verified check, bank draft, negotiable U.S. Government Bond (at par value), irrevocable letter of credit, cashier's check, or a bid bond, (Exhibit: Bid Bond Form) in the form attached. A guaranty or a surety company listed in the latest issue of U.S. Treasury Circular 570 shall secure the bid bond, <http://www.fms.treas.gov/c570/c570.html> . The amount of such bid bond shall be within the maximum amount specified for such company in said Circular 570. No bid will be considered unless it is accompanied by the required guaranty. Certified bank drafts or checks must be made payable to the order of the Saint Vrain Creek Coalition to be accepted. The bid guaranty shall insure the execution of the agreement and the furnishing of the surety bond or bonds by the successful bidder, all as required by the contract documents.

Revised bids submitted before the opening of bids, whether forwarded by mail, email, or in-person, if representing an increase in excess of two percent (2%) of the original bid, must have the bid guaranty adjusted accordingly; otherwise the bid will not be considered.

Certified checks or bank drafts, or the amount thereof, bid bonds and negotiable U.S. Government bonds of unsuccessful bidders will be returned, as soon as, practical after the opening of the bids.

PERFORMANCE BOND, PAYMENT BOND, WARRANTY BOND in amounts determined by the SVCC, but in any event at least equal to the contract price, as security for the faithful performance and payment of all contractor's obligations under the contract documents, including but not limited to the guaranty period. These bonds will remain in effect at least until one year after the date of final payment. All bonds must be in the forms prescribed by the contract documents and be executed by such sureties as (i) are licensed to conduct business in the State of Colorado and (ii) are named in the current list of

"Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570, amended, by the Audit Staff, Bureau of Account, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of the authority to act. If the surety on any bond furnished by the contractor is declared bankrupt or becomes insolvent, or its right to do business in Colorado is terminated, or it ceases to meet the requirements of clauses (i) and (ii) of this section, Contractor shall, within five (5) days thereafter, substitute another bond and surety, both of which must be acceptable to the Saint Vrain Creek Coalition.

9.3 RFP Cancellation:

The Saint Vrain Creek Coalition reserves the right to cancel this RFP at any time, without penalty.

9.4 Negotiation of Award:

In the event only one (1) responsive proposal is received, the SVCC reserves the right to negotiate the award for the services with the offeror submitting the proposal in lieu of accepting the proposal as is.

9.5 Contract:

The contractor will enter into a contract with the Saint Vrain Creek Coalition for this work. The contract (Exhibit: Sample Contract for Design-Build Construction Services) will set forth the agreement and responsibilities as outlined in this RFP, terms of payment, and terms of contract termination, among other items.

9.6 RFP Response/Material Ownership:

All material submitted regarding this RFP becomes the property of the SVCC, unless otherwise noted in the RFP or contract.

9.7 Incurring Costs:

The Saint Vrain Creek Coalition is not liable and cannot pay for any cost incurred prior to issuance of a legally executed contract, including any and all pre-award costs.

LIST OF RFP APPENDICIES AND EXHIBITS

I. Appendices

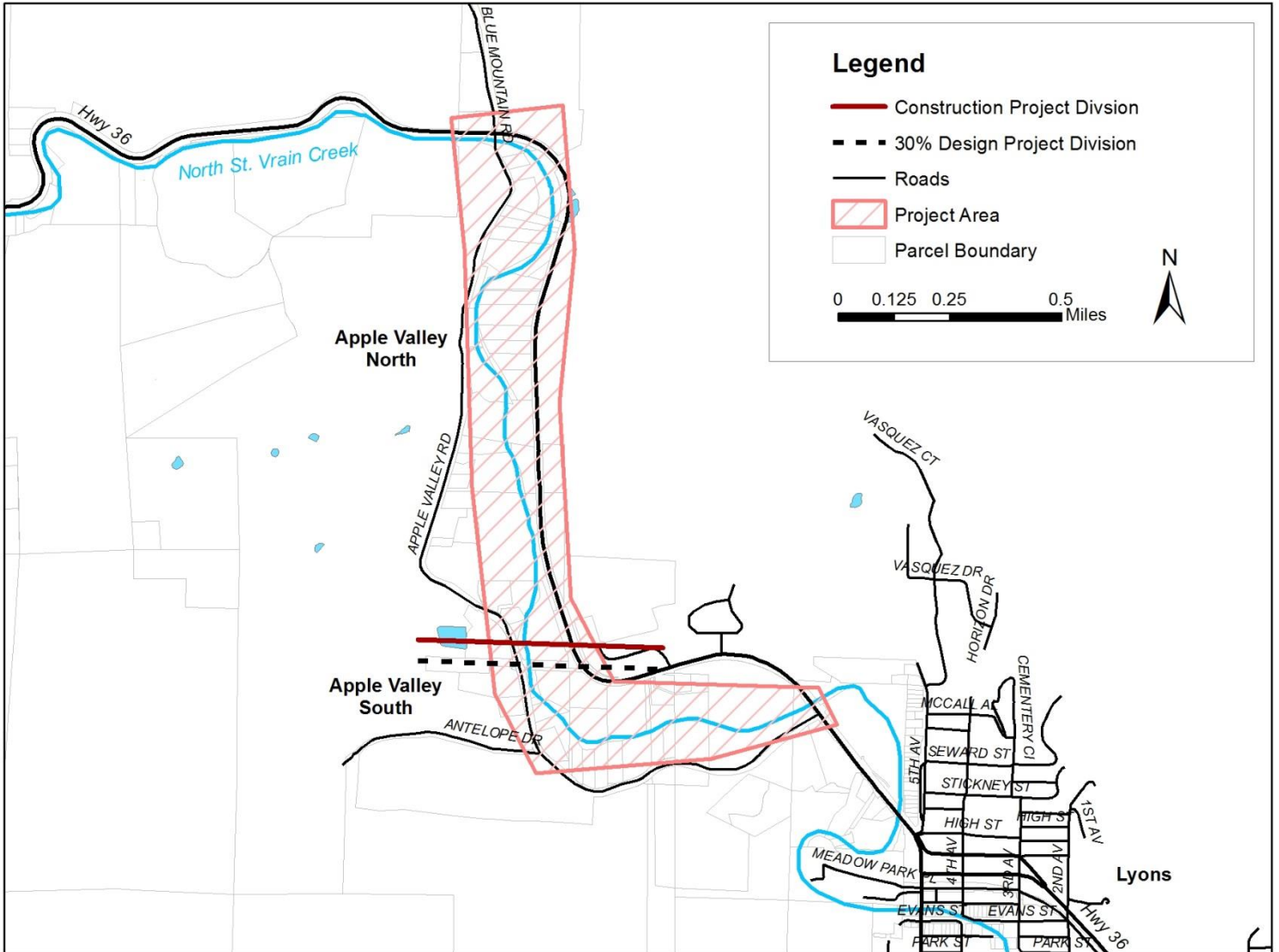
- Appendix A. Project Maps
- Appendix B. Creek Rehabilitation Plan for Apple Valley - Draft Final 30% Design

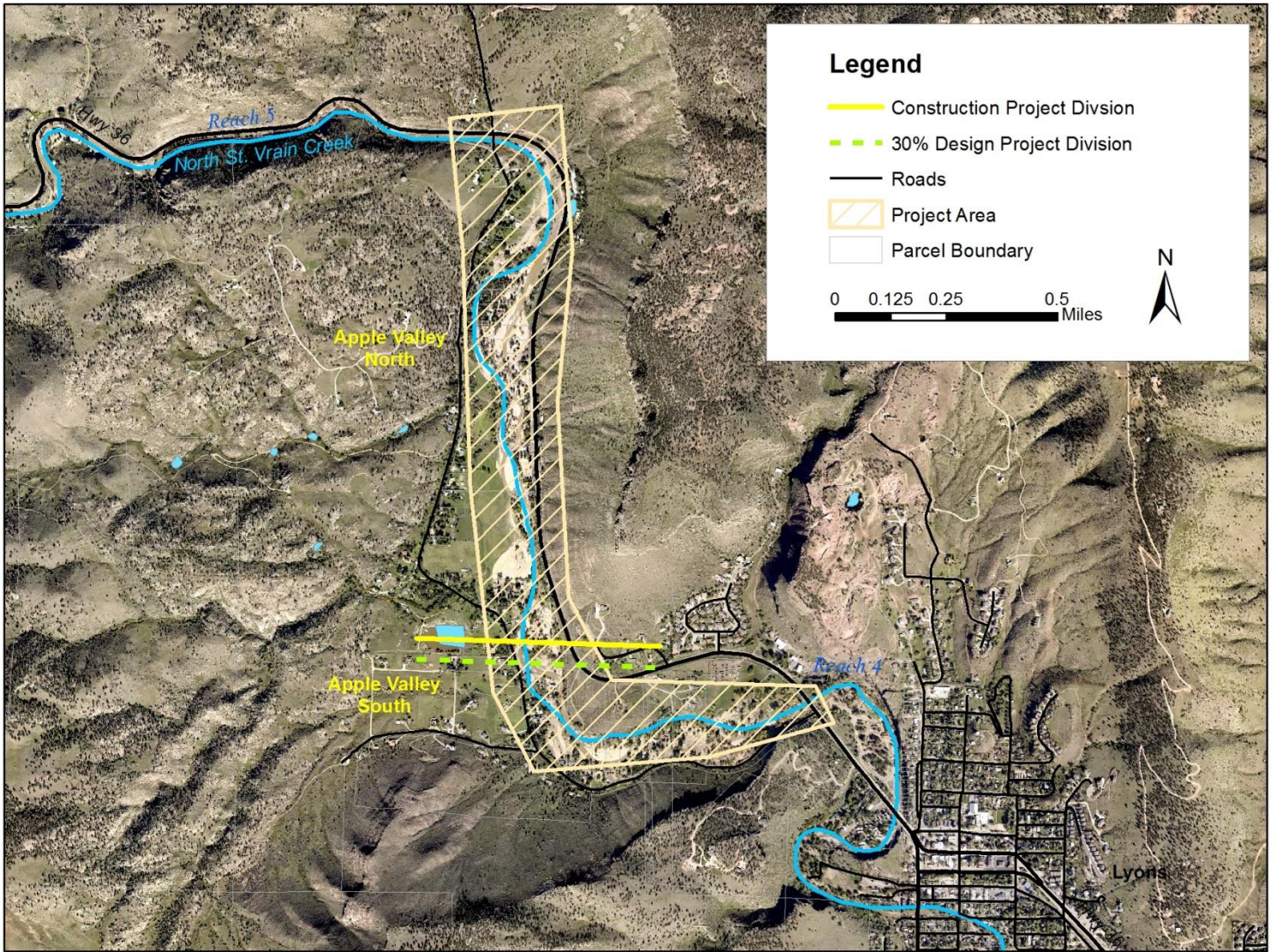
II. Exhibits

Items that require contractor information and signature with the bid packet submittal are marked with an asterisk (*).

Exhibit Title	Instructions
Additional Instructions to Bidder	IMPORTANT TO REVIEW for additional instructions regarding Exhibits.
Sample Contract Documents	For your reference.
Bid for Unit Price Contracts Form*	Sign and submit. Note that you may modify or add line items in this form. These suggested line items help with uniformity for assessments across proposals. Feel free to attached an additional bid proposal form in your company's standard format.
Bid Bond Form*	Sign and submit. Bid bonds are required. Proposals without them must be discarded.
Performance and Payment Bonding Requirements	This exhibit is only applicable once the contractor is selected. It is a presented to give notice of requirements.
Contractor and Subcontractor Certifications*	Sign and submit.
Civil Rights/EEO/Executive Order 11246 Certifications*	Sign and submit.
Section 3 Business Self-Certification	This exhibit is only required if the selected bidder hires a Section 3 business.
Section 3 Resident Certification	This exhibit is only required if the selected bidder or subs hire a Section 3 resident.
Non-collusion Affidavit of Prime Contractor*	Sign and submit. Requires notarization.
HUD 4010 - Federal LABOR Standards Provisions	For your reference.
Statement of Bidder's Qualifications*	Sign and submit. Requires notarization if selected.
Davis-Bacon Wage Determination	For your reference.

Appendix A. Project Maps





Appendix B. Creek Rehabilitation Plan for Apple Valley - Draft Final 30% Design

This project, Creek Rehabilitation Design-Build Construction for Apple Valley North builds upon the recently completed draft final 30% design plans identified in the Creek Rehabilitation Plan for Apple Valley project and design documents. While this plan was designed for all of Apple Valley, this RFP and associated project funding are only for services and work in Apple Valley North. Products of the 30% design can be found via these links:

- Draft final 30% documents (draft final 30% Plan Set, Basis of Design Report, and Appendices):
(<https://www.dropbox.com/sh/kbooscg94n8zxny/AACK4eZCE9BLw11EnycY0soha?dl=0>)
- Hydraulic data and analysis
(<https://www.dropbox.com/sh/4n52o7k3yx8diqz/AAAyLUUWGL3GPvTTbHRAmX3ta?dl=0>)

If a final 30% design is completed prior to the proposal due date, April 28, 2017, an announcement of its availability will be sent via all initial RFP posting avenues taken by the SVCC.



Sample Contract For Design-Build Construction Services

Design-Build Construction for Apple Valley North

THIS CONTRACT is made this ____ day of _____, 2017 by and between the Saint Vrain Creek Coalition (the "**Watershed Coalition**") and _____, (the "**Contractors**").

RECITALS

WHEREAS, the Watershed Coalition desires to have designed and constructed _____ as more fully described in a Request for Proposals dated _____, 2017 (hereafter the "Project").

WHEREAS, the Contractor provides professional design and construction services to the public and is fully qualified to perform the design and construction of the Project.

WHEREAS, pursuant to Title I of the Housing and Community Development Act of 1974, as amended, the State of Colorado Department of Local Affairs ("DOLA") is authorized by the federal Department of Housing and Urban Development ("HUD") to provide State of Colorado Community Development Block Grant Disaster Recovery Program funds (hereinafter referred to as "CDBG-DR funds") to nonprofit organizations selected to undertake and carry out certain programs and projects under the State of Colorado Community Development Block Grant Disaster Recovery Program in compliance with all applicable local, state, and federal laws, regulations and policies.

WHEREAS, the Watershed Coalition, as part of its CDBG-DR grant agreement with DOLA under contract number CDBG-DR _____, has been awarded CDBG-DR funds for the purposes set forth herein (hereinafter referred to as the "CDBG-DR Grant Agreement").

WHEREAS, pursuant to authority under Section 37-60-101 through 121 of the Colorado Revised Statutes funds have been budgeted appropriated and otherwise made available pursuant to the Governor's Emergency fund, Executive Order #D2014-012 of the State of Colorado and funds have been made available by the U.S. Department of Agriculture, Natural Resources Conservation Service ("**NRCS**"), CFDA #10.923 in compliance with all applicable local, state, and federal laws, regulations and policies (hereinafter referred to as "**EWP funds**").

WHEREAS, the Watershed Coalition has been awarded EWP funds for the purposes set forth herein pursuant to a Subrecipient Financial Assistance Agreement between the State of Colorado Water Conservation Board ("**CWCB**") and the Watershed Coalition (hereinafter referred to as the "**EWP FA Agreement**").

WHEREAS, the Scope of Work (as hereinafter defined) included in this contract is authorized as part of the Watershed Coalition's CDBG-DR Grant Agreement and the Watershed Coalition's EWP FA Agreement.

WHEREAS, it would be beneficial to the Watershed Coalition to utilize the Contractor as an independent entity to accomplish the Scope of Work as set forth herein and such endeavor would tend to best accomplish the objectives of the CDBG-DR Grant Agreement.

WHEREAS, the Watershed Coalition has designated Cecily Mui, its Watershed Coordinator, to act as the "Project Manager" for this Project. The Watershed Coordinator and the State's Technical Assistance Team will jointly act as the "Coalition's Representative" with respect to this Project.

NOW, THEREFORE, in consideration of the mutual promises, covenants and provisions contained herein, and the mutual benefits to be derived therefrom, the parties hereto agree as follows:

COVENANTS AND CONDITIONS

NOW, THEREFORE, in consideration of the promises and obligations set forth below, the Watershed Coalition and the Contractor agree as follows:

I. GEOGRAPHIC SCOPE OF WORK UNDER THIS CONTRACT

A. General.

The Project is to be constructed on property owned by third parties and not on property owned by the Watershed Coalition (see Section III, below). The general geographic area involved within the scope of this contract can be described as:

Apple Valley North, an approximately 1.4 mile stretch of river along the North St. Vrain Creek in Boulder County, along Apple Valley Road, from approximately the middle of 18976 North Saint Vrain Drive, north to the bridge located where Apple Valley Road intersects with North Saint Vrain Drive.

The foregoing may be referenced herein as the "**Project Area**." All of the Project Area is located in Boulder County, Colorado.

B. Specific Affected Properties.

The specific parcels of real properties directly involved or significantly affected by the Project as presently known are as set forth on Exhibit A, attached hereto and incorporated herein as if fully set forth. These parcels may be referred to herein as the "**Affected Properties**". The owners of the Affected Properties, as shown in the records of Boulder County, are as set forth on Exhibit A and may be referred to herein as the "**Affected Landowners**."

C. Other Interested Properties.

Other parcels of properties that either adjoin or neighbor the specifically affected properties as presently known may also be set forth on Exhibit A , attached hereto and incorporated herein as if fully set forth. These parcels may be referred to herein as “**Interested Properties**”. The owners of the Interested Properties, as shown in the records of Boulder County, are as set forth on Exhibit A and may be referred to herein as the “**Interested Landowners**”. It is not presently contemplated that the Contractor shall have any need to or will actually (i) perform any work under this Contract on any parcel that is only an Interested Property, (ii) use an Interested Property as a means of access, ingress or egress to perform any work under this Contract, or (iii) otherwise set foot on, store equipment or materials on (even temporarily) or directly impact any parcel of an Interested Property. In the event that any of the foregoing does occur, the Contractor will immediately notify the Project Manager and the Coalition’s Representative and appropriate remediation steps, if any are necessary, shall be taken at the Contractor’s sole cost and expense.

II. SCOPE OF WORK UNDER THIS CONTRACT (the “Work”)

A. General.

The Contractor shall finalize all necessary plans, designs, drawings and specifications for the Project, complete all construction work necessary to complete the construction of the Project, and furnish all equipment and materials needed for the completion of the Project in accordance with such plans, designs, drawings and specifications.

B. Consultation with the Watershed Coalition.

The Contractor shall communicate with the Watershed Coalition about the Project as necessary or appropriate in order to ensure that the Project is completed on time and in accordance with the goals, objectives, and requirements of the Project as set forth in the Scope of Work, as hereinafter defined. Such communication shall occur primarily through the Coalition’s Representative with copies of all written communication also given to the Project Manager.

C. Specific Duties and Responsibilities.

Additional specifics for the Project are set forth in Exhibit B, captioned “Scope of Work,” which is attached hereto and made a part hereof (hereafter the “**Scope of Work**”).

- (i) Part 1 of the Scope of Work describes the preliminary plans and designs that have been heretofore prepared by or on behalf of the Watershed Coalition. Such preliminary plans and designs constitute less than a 30% completion of the design work for the Project and shall be supplemented, reduced in scope or modified as may be agreed upon by the Contractor and the Watershed Coalition during the Final Design Plan Development stage of the work to be done by the Contractor.
- (ii) Part 2 of the Scope of Work sets for a breakdown of the Project into specific tasks to be accomplished by the Contractor.

- (iii) Part 3 of the Scope of Work contains a more detailed statement of the goals, objectives and requirements of the Project.

D. Cleanup and Remediation.

The Contractor shall remove all debris and excess material generated by its work and remediate and mitigate any disturbance of vegetation and soil conditions on the Affected Properties caused by or resulting from, either directly or indirectly, the work performed by the Contractor. Such cleanup and remediation shall be to the satisfaction of the Watershed Coalition in its reasonable discretion.

E. Compliance with Applicable Laws.

The design and construction of the Project will comply with all applicable laws including but not limited to those of the Town of Lyons, Colorado, if applicable, the County of Boulder, Colorado, the State of Colorado and all federal laws including, again without limitation, those set forth in the General Conditions attached hereto as Exhibit C which is, by this reference, incorporated herein as if fully set forth. Except as otherwise provided under federal 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity."

The Contractor shall obtain any and all permits necessary for the completion of the Project.

The Contractor and any and all subcontractors or tradespersons providing services to the Contractor in the performance of the work under this Contract shall obtain and maintain during the term of their work under this Contract all licenses that may be necessary under local, state, or federal law.

F. Subcontractors.

The Contractor may not assign this Contract but may subcontract any or all of the work to be performed under this Contract. However, notwithstanding any subcontract of work, the Contractor shall supervise all work performed by such subcontractor and shall be strictly liable for the performance of such work and the compliance by such subcontractors with the terms of this Contract including, without limitation, their compliance with Paragraph E of this Section II. The General Conditions set forth in Exhibit C will be incorporated into each and every subcontract for work performed under this Contract. The Contractor must certify that none of its subcontractors are ineligible or debarred through HUD or the General Services Administration.

G. Participation of the Contractor in Public and Private Meetings.

An important and essential part of the duties of the Contractor will involve the presentation by representatives of the Contractor of plans and designs to (i) Affected Landowners (either in a group setting or, in limited situations, with a single Affected Landowner), (ii) groups of interested members of the public, (iii) the Board of Directors of the Watershed Coalition, and/or

(iv) the staff and/or board of trustees of the Saint Vrain Creek Coalition and/or the staff or commissioners of Boulder County (collectively “**Stakeholder Meetings**”). The Contract Price set forth in Section V below includes all costs associated with or arising out of the Contractor’s participating in such Stakeholder Meetings. The Project Manager shall arrange all such meetings and shall exercise reasonable efforts to consolidate such meetings and limit, to the extent possible, the number of such meetings. The duties of the Contractor include the preparation of handout materials and displays as may be reasonable necessary or appropriate for such meetings as well as travel to attend such meetings.

H. Change Orders and Extra Services.

Upon the written request of the Watershed Coalition acting through the Project Manager, the Contractor shall, if requested, alter the design and construct improvements in addition to and/or instead of the design and improvements set forth in the Scope of Work. Notwithstanding the foregoing, services requested by the Watershed Coalition in writing shall only constitute a change order pursuant to this subsection if this Paragraph H of Section II is expressly referenced in that written request (a “**Change Order**”). The Contractor shall charge the Watershed Coalition for such extra services, if any, in accordance with the contract price adjustment, if any, set forth in the Change Order. If no contract price adjustment is referenced in the Change Order, the Contract Price as set forth in Section V shall remain unadjusted.

III. **LANDOWNER RELATIONS**

A. Landowner Consent Agreement for Planning and Design Activities.

The Watershed Coalition has obtained or will exercise reasonable efforts to obtain an executed Landowner Authorization, Consent and Limited Easement for Planning and Design Activities from each of the Affected Landowners either prior to or as soon as possible after the execution of this Contract. The Watershed Coalition will provide written notice to the Contractor of any Affected Landowner who has not executed such a consent agreement or any instance in which such an executed consent agreement ceases to be in full force and effect.

B. Landowner Consent Agreement for Implementation and Construction.

The Watershed Coalition will exercise reasonable efforts to obtain an executed Landowner Authorization, Consent and Limited Easement for Implementation and Construction from each of the Affected Landowners once final designs are completed by the Contractor and prior to the Contractor commencing work on the Affected Property of such Affected Landowner unless the Scope of Work does not involve implementation or construction activities on the property of an Affected Landowner and the Scope of Work can be accomplished without the Contractor needing access across the property of an Affected Landowner.

C. Contractor’s Strict Compliance with Terms of Landowner Consent Agreements.

The Contractor will not engage in any activities except as permitted under executed and effective Landowner Authorization, Consent and Limited Easement agreements entered into by the

Watershed Coalition with Affected Landowners. The Contractor shall strictly comply with all terms, conditions and responsibilities of the Watershed Coalition and its Authorized Parties as provided under such agreements.

IV. TIME OF PERFORMANCE

The Contractor hereby agrees to commence Work under this Contract on a date to be specified in a written “**Notice to Contractor to Proceed**” issued by the Watershed Coalition and to fully complete all Work under this Contract within 220 consecutive calendar days or less, determined by date of entering contract, thereafter. The Contractor agrees to pay, as liquidated damages, the sum of \$_____ for each calendar day or portion thereof between the end of such period and the actual completion of the Work under this Contract as further provided in Paragraph 49 of the General Conditions.

V. AMOUNT OF PAYMENTS TO CONTRACTOR AND TIME OF PAYMENTS

A. Total Amount of Payments.

The total amounts to be paid by the Watershed Coalition to the Contractor for completion of the Project and the performance by the Contractor of its obligations under this Contract shall not exceed the sum of _____ Dollars (the “**Contract Price**”). Any changes, whether additions or deductions, shall be made in writing and agreed upon by a change order pursuant to Section II, Paragraph F and expressly authorized by the Project Manager.

B. Invoices for Partial Completion.

The Contractor may bill the Watershed Coalition from time to time but no more frequently than on a monthly basis. Billings shall be made by invoice delivered electronically to the Watershed Coalition. Each invoice shall refer to the ___(Project Number)___ and specify the task or tasks as set forth in Part 2 of the Scope of Work that have been completed since the last invoice together with the estimated cost of such completed task. Each invoice shall include a certification from the Contractor that all wages, bills and amounts due under any subcontract have been paid in full. In accordance with Section 24-91-103, C.R.S., five percent (5%) will be withheld from payment of each invoice for the calculated value of work until the Project is satisfactorily completed and finally accepted by the Watershed Coalition.

C. Invoice for Final Payment upon Completion.

Upon completion of the Project and acceptance of the work in accordance with this Contract, the Contractor may invoice the Watershed Coalition for the balance of the full Contract Price (as such may have been adjusted by any change orders) including the retainage amount.

D. Dispute of any Invoice.

If the Watershed Coalition disputes any invoice for any reason, it shall notify the Contractor as soon as reasonably practicable. The Contractor understands that an invoice may be disputed by

the Watershed Coalition after it has been submitted to the CWCB and DOLA for payment pursuant to the terms of the EWP FA agreement and CDBG-DR Grant Agreement and a delay notice of a dispute of an invoice arising from a delay in the CWCB or DOLA accepting an invoice for payment or a delay in the Watershed Coalition communicating such a dispute to the Contractor shall not preclude or prevent the Watershed Coalition from disputing the payment of any invoice. No verbal or email communication from the Watershed Coalition shall constitute a waiver of the right to dispute any invoice.

E. Payment of Invoices.

Once an invoice from the Contractor has been accepted for payment, payment of each invoice shall be due and payable within three (3) business days after the Watershed Coalition receives reimbursement from the CWCB pursuant to the terms of the EWP FA Agreement and from DOLA pursuant to the terms of CDBG-DR Grant Agreement. If an invoice is received on or prior to the 1st business day of the month, the Watershed Coalition will submit the invoice for reimbursement by the CWCB and DOLA on the 5th calendar day of the month. Payment of the final invoice shall be subject to the additional provisions contained in the applicable paragraphs of the General Conditions attached hereto as Exhibit C.

F. Qualifications on Obligations to Pay.

Notwithstanding any other terms of this Contract, the Watershed Coalition may withhold any payment (whether a progress payment or final payment) to the Contractor if any one or more of the following conditions exists:

- (i) The Contractor is in default of any of its obligations under this Contract.
- (ii) Any part of such payment is attributable to services which are not performed according to this Contract. (The Watershed Coalition will pay for only the part thereof attributable to services performed according to this Contract.)
- (iii) The Contractor fails to make payments promptly to any third parties used in the services for which the Watershed Coalition has made payment to the Contractor.
- (iv) The Watershed Coalition, in its good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the Project or any task according to this Contract. In such case, no additional payments will be due to the Contractor until the Contractor, at its sole cost, performs a sufficient portion of the Project or task so that the Watershed Coalition determines that the compensation then remaining unpaid is sufficient to complete the Project or task.
- (v) No partial payment shall be final acceptance or approval of that part of the Project or task paid for, or shall relieve the Contractor of any of its obligations under this Contract.

G. Recapture of Funds

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, the Watershed Coalition reserves the right to recapture funds in an amount to compensate the Watershed Coalition for the noncompliance in addition to any other remedies available at law or in equity. Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by Watershed Coalition. In the alternative, the Watershed Coalition may recapture such funds from payments due under this Contract.

VI. **PAYMENT AND PERFORMANCE BOND**

The Contractor shall, within seven (7) calendar days after the execution of this Contract, furnish the Watershed Coalition with a Performance Bond and Payment Bond each in the penal amount of one-hundred percent (100%) of the Contract Price. Such bonds shall be obtained from a surety licensed to transact such business in the state of Colorado and acceptable to the Watershed Coalition, the CWCB, and DOLA. The expense of such bonds shall be borne by the Contractor. Such bonds shall be maintained until such time as the final payment is made by the Watershed Coalition to the Contractor in accordance with this Contract.

X. **CONTRACT DOCUMENTS**

The documents that together comprise the entire agreement between the Watershed Coalition and the Contractor concerning the Project (the “**Contract Documents**”) consist of the following:

- A. The terms and conditions of the EWP FA agreement and CDBG-DR Grant Agreement;
- B. This Contract;
- C. The Exhibits to this Contract;
- D. The Watershed Coalition’s Request for Proposals dated March 31, 2017;
- E. The Proposal submitted by the Contractor dated April 28, 2017;
- F. The Notice of Award dated;
- G. The Existing Preliminary Plans and Designs referenced in Part 1 of Exhibit A;
- H. Landowner Consent Agreements obtained by the Watershed Coalition from Affected Landowners in accordance with Paragraphs A and B of Section III of this Contract;
- I. The Notice to Contractor to Proceed issued by the Watershed Coalition pursuant to Section IV of this Contract;
- J. The Final Design Plan Drawings and Specifications prepared by the Contractor during the course of performing the work under this Contract;
- K. Any Change Orders prepared and authorized pursuant to Section II, Paragraph H of this Contract;
- L. Any amendments to this Contract provided that any such amendment is in writing, specifically references that it amends this Contract and is executed by the Contractor, in its sole discretion, and by the Watershed Coalition, in its sole discretion.

The foregoing constitutes the entire agreement between the Watershed Coalition and the Contractor and incorporates all prior verbal and written communications between the parties concerning the subject matter included herein.

In the event of conflicting provisions, requirements or discrepancies among the provisions of the Contract Documents, their provisions shall apply in the following order of priority:

- (i) The EWP FA Agreement and CDBG Grant Agreement unless an exception has been granted by the CWCB or DOLA in writing and in its sole discretion;
- (ii) Amendments to this Contract;
- (iii) Change Orders for clarification of drawings, design or work to be performed;
- (iv) This Contract;
- (v) Exhibits to this Contract;
- (vi) Any applicable Landowner Consent Agreement;
- (vii) Final Design Plan Drawings and Specifications;
- (viii) The Request for Proposals;
- (ix) The Existing Preliminary Plans and Designs; and then
- (x) Other documents in a reverse order of chronology (latest documents given priority over older documents).

XI. FINANCIAL OBLIGATIONS OF THE WATERSHED COALITION

All financial obligations of the Watershed Coalition under this Contract are contingent upon appropriation, budgeting, and availability of specific funds through the EWP FA Agreement and DOLA Grant Agreement to discharge such obligations. Nothing in this Contract shall be deemed a pledge of the Watershed Coalition's credit, or a payment guarantee by the Watershed Coalition to the Contractor. Any failure of the State of Colorado or federal government annually to appropriate adequate monies to finance the Watershed Coalition's obligations under this contract shall terminate this contract at such time as such then-existing appropriations are to be depleted.

XII. NON-WAIVER

Nothing herein is intended or shall be interpreted to waive any of the rights, immunities, and protections provided by the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., as from time to time amended.

XIII. MISCELLANEOUS

A. Captions.

Each paragraph of this contract has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of any paragraph or in any way determine its interpretation or application.

B. Amendments in Writing.

No amendment or modification shall be made to this Contract unless it is in writing and signed by both parties.

C. Governing Law and Venue.

This Contract is governed by the laws of the State of Colorado. Any suit between the parties arising under this Contract shall be brought only in a court of competent jurisdiction in Boulder County, Colorado.

D. No Third-Party Beneficiaries.

The parties intend no third-party beneficiaries under this Contract. Any person other than the Watershed Coalition or the Contractor receiving services or benefits under this Contract is an incidental beneficiary only.

E. No Waiver.

No waiver of any breach or default under this Contract shall be a waiver of any other or later breach or default.

F. Addresses for Notices and Communications.

All notices required or permitted to be given under this Contract shall be in writing, sent by regular mail or by electronic delivery (email), addressed as follows:

The Saint Vrain Creek Coalition
Attn: Watershed Coordinator
PO Box 706
Longmont, CO 80502
cecilym@saintvraincreekcoalition.org

_____, Principal Contractor

Street Address

City, State ZIP

Email Address

Either party may, by notice in writing to the other party, change the address to which notices to that party are to be given.

G. Authority.

Each party executing this Contract warrants that the individual executing this Contract is properly authorized to bind such party to this Contract.

IN WITNESS WHEREOF, the parties hereto have signed this Contract effective as of the day and year first above written.

CONTRACTOR

By: _____

Title: _____

SAINT VRAIN CREEK COALITION

_____, President

_____, Secretary

Exhibit B
Scope of Work

Part 1: Existing Preliminary Plans and Designs

Identify all plans, designs and specification for the Project

Each of the foregoing is incorporated by this reference if fully set forth herein.

Part 2: Breakdown of the Scope of Work into Tasks

		Estimated Cost	Estimated Completion Date
Task 1	Project Management	\$	
Task 2		\$	MONTH DAY, 2017
Task 3		\$	MONTH DAY, 2017
Task 4		\$	MONTH DAY, 2017
CONTRACT TOTAL		\$	MONTH DAY, 2017

The above is a sample. Tailor this as appropriate to the Project.

Part 3—More Detailed Statement of the Goals, Objectives and Requirements of the Project

Tailor this section as appropriate to the project.

Exhibit C
General Conditions

INDEPENDENT CONTRACTOR

1. The relationship between the Contractor and the Watershed Coalition is that of an independent contractor. The Contractor shall supply all personnel, equipment, materials and supplies at its own expense, except as specifically set forth herein. The Contractor shall not be deemed to be, nor shall it represent itself as, an employee, partner, or joint venturer of the Watershed Coalition. No employee or officer of the Watershed Coalition shall supervise the Contractor. The Contractor is not entitled to workers' compensation benefits and is obligated to directly pay federal and state income tax on money earned under this Contract.

PERSONNEL

2. The Contractor represents that it has, or will secure at its own expense, all personnel required in order to perform under this contract. Such personnel shall not be employees of, or have any contractual relationship to, the Watershed Coalition. All services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under federal, state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without prior written approval of the Watershed Coalition. Any work or services subcontracted hereunder shall be specified in written contract or agreement and shall be subject to each provision of this contract. As of the date that this Contract is fully executed, the Saint Vrain Creek Coalition has approved the following subcontractors:

each of which has indicated their respective adherence to each provision of the Contract and General Conditions.

INTELLECTUAL PROPERTY RIGHTS

3. The Contractor shall hold and save harmless the Watershed Coalition from any and all claims for infringement, by reason of the use of any patented design, device, material, process, or trademark or copyright, and shall indemnify the Watershed Coalition for any costs, expenses, and damages, including court costs and attorney fees, which it might be obligated to pay by reason of infringement at any time during the prosecution or after completion of its work under this Contract.

4. All work notes, reports, documents, computer programs (non-proprietary), computer input and output, analyses, tests, maps, surveys, or any other materials developed specifically for the Project are and shall remain the sole and exclusive property of the Watershed Coalition. The Contractor, upon request by the Watershed Coalition, agrees to provide documents or any other materials developed specifically for the Project in an electronically editable format (for example, Word or Excel). The

Contractor shall not, without the prior written consent of the Project Manager, provide copies of any material prepared under this Contract to any other party other than the Coalition's Representative, the Watershed Coalition or, in accordance with the instructions of the Project Manager, to Affected Landowners or persons in attendance at Stakeholder Meetings.

5. The Contractor will be given Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements (37 CFR Part 401), and in accordance with 2 CFR Part 200.315.

CONFLICT OF INTEREST PROVISIONS

6. The Contractor represents, warrants and covenants that it presently has no interest and shall not acquire interest, direct or indirect, in any of the Affected Properties or any other real property or financial interest which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants that in the performance of this contract, no person having such interest shall be employed.

7. The Contractor represents, warrants and covenants that no member of the governing body of the Watershed Coalition, and no other officer, employee, or agent of the Watershed Coalition who exercises any functions or responsibilities in connection with the planning and carrying out of the Project has any interest, direct or indirect, in the Contractor or this Contract; and the Contractor shall take appropriate steps to assure compliance with this provision for the term of the Contract.

CONTRACTOR'S DUTIES

8. Notwithstanding anything to the contrary contained in this Contract, the Watershed Coalition and the Contractor agree and acknowledge that the Watershed Coalition enters into this Contract relying on the special and unique abilities of the Contractor to accomplish the Project. The Contractor accepts the relationship of trust and confidence established between it and the Watershed Coalition by this Contract. The Contractor covenants with the Watershed Coalition to use its best efforts. The Contractor shall further the interests of the Watershed Coalition according to the Watershed Coalition's requirements and procedures, according to the highest professional standards and in compliance with all applicable national, federal, state, municipal laws, regulations, codes, ordinances, and orders and with those of any other body having jurisdiction.

9. The Contractor represents, covenants, and agrees that it has and will undertake no obligations, commitments, or impediments of any kind that will limit or prevent it from the timely completion of the Project, loyally and strictly according to the best interests of the Watershed Coalition. In case of any conflict between interests of the Watershed Coalition and any other entity, the Contractor shall fully and immediately disclose the issue to the Watershed Coalition and shall take no action contrary to the Watershed Coalition's interests.

10. The Contractor has familiarized itself with the nature and extent of the Contract Documents, the geographic area of the Project and its physical characteristics, including without limitation the existing improvements, soil conditions, drainage, topography and all other features of the terrain and the local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect the cost, progress or performance of the work to be performed under this Contract.

11. The Contractor understands that it shall not be allowed any extra compensation by reason of any condition as described in Paragraph 10 above concerning which it might have fully informed itself prior to signing this Contract.

12. The Contractor is retained to perform work for the Watershed Coalition that includes confidential data, work product, and other privileged or confidential information that is protected under pertinent laws and Watershed Coalition policies. In order to maintain the fact and appearance of absolute objectivity, loyalty, and professionalism, the Contractor shall not, without the prior written consent of the Watershed Coalition, do any of the following:

- a. Disclose at any time information obtained as a result of this contractual relationship to any third party;
- b. Make any public statements or appear at any time to give testimony at any public meeting on the subject matters with regard to which the Contractor is or was retained by the Watershed Coalition. To the extent that the Watershed Coalition provides written consent for the disclosure of information or authorizes the making of public statements, the Watershed Coalition may impose such conditions upon such disclosure or communications as it thinks appropriate, and the Contractor agrees to comply with those conditions. This provision shall not preclude the Contractor from providing information to law enforcement officials in connection with any criminal justice investigation.

13. The Contractor represents, covenants, and agrees that all of the services furnished, work performed and materials used by the Contractor under this Contract shall be of at least the standard and quality prevailing among highly competent professionals who perform work of a similar nature to the work described in this Contract and shall be of good quality, free from faults or defects and in conformance with the Contract Documents to the reasonable satisfaction of the Watershed Coalition.

14. The Contractor represents, covenants, and agrees that its work will be accurate and free from any material errors. The Contractor additionally represents, covenants, and agrees that the planning for the Project will conform to all foreseeable uses thereof. Watershed Coalition approval shall not diminish or release the Contractor's duties since the Watershed Coalition is ultimately relying upon the Contractor's skill and knowledge.

15. The Contractor agrees to call to the Watershed Coalition's attention errors in any drawings, plans, sketches, instructions, information, requirements, procedures, and other data supplied to the

Contractor (by the Watershed Coalition or any other party) that it becomes aware of and believes may be unsuitable, improper, or inaccurate in a material way. However, the Contractor shall not independently verify the validity, completeness, or accuracy of such information unless otherwise expressly engaged to do so by the Watershed Coalition. Nothing shall detract from this obligation unless the Contractor advises the Watershed Coalition in writing that such data may be unsuitable, improper, or inaccurate and the Watershed Coalition nevertheless confirms in writing that it wishes the Contractor to proceed according to the data as originally given.

16. The Contractor represents, covenants, and agrees to furnish efficient business administration and superintendence and perform the services required by this Contract in the best, most expeditious and most economical manner consistent with the interests of the Watershed Coalition.

17. The Contractor represents, covenants and agrees that it holds all required licenses or certifications to perform the services under this Contract and shall maintain them in full force through the duration of the Project.

18. The Contractor shall promptly pay all bills for labor and material performed and furnished by others in performance of the Project.

19. The Contractor is solely responsible for its own review and understanding of the terms and requirements under the EWP FA Agreement and CDBG-DR Grant Agreement and shall fully comply with such requirements in performing the services required by this Contract.

20. The Contractor shall comply with the Watershed Best Management Practices, as referenced at <http://www.coloradoewp.com/guideline-and-resources>, so as to prevent harm arising to the Affected Properties as a result of the Contractor's performance of work under this Contract.

21. The Contractor shall comply with all requirements of OSHA regulations, NRCS Supplement to OSHA Parts 1910 and 1926, and the Contract Work Hours and Safety Standards Act as supplemented by Department of Labor Regulations. The Contractor shall report to Grantee periodically regarding its compliance with safety requirements.

COMPLIANCE WITH LAWS

22. This Contract is funded in whole or in part with Natural Resources Conservation Service funds through the NRCS Emergency Watershed Protection Program and HUD CDBG-DR funds through the State of Colorado's Community Development Block Grant Program as administered by the Division of Local Government, Department of Local Affairs. Contractors are responsible for complying with those regulations and restrictions normally associated with federally-funded programs and any other requirements that the state may prescribe. The Contractor shall comply with all applicable laws, ordinances and codes of the state and local government and the Contractor shall save the Watershed

Coalition harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.

23. The Contractor will comply with all federal statutes relating to nondiscrimination and environmental protection, including but not limited to those listed herein, including the Clean Water Act, Clean Air Act, Federal Water Pollution Control Act, Energy Policy and Conservation Act, Solid Waste Disposal Act (Section 6002, as amended by the Resource Conservation and Recovery Act), Privacy Act of 1974, Farm and Security and Rural Investment Act of 2002 (PL 107-171; section 1244 of Title II), Section 1619 of Food, Conservation, and Energy Act of 2008 (PL 110-246; 7 U.S.C. 8791), compliance with Contract Provisions in 2 CFR 200.326 (as amended), Energy Efficiency, Debarment and Suspension, and the Procurement of Recovered Materials.

24. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, creed, religion, sex or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance including funds received under the EWP FA Agreement and CDBG Grant Agreement.

25. Under Section 109 of the Housing and Community Development Act of 1974, no person in the United States shall, on the grounds of race, color, creed, religion, sex or national origin, be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title including funds received under the EWP FA Agreement and CDBG Grant Agreement.

26. Under the Age Discrimination Act of 1975, as amended, (42 U.S.C. 610 et. seq.), no person shall be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance including funds received under the EWP FA Agreement and CDBG Grant Agreement.

27. Under Section 504 of the Rehabilitation Act of 1973, as amended, (29 U.S.C. 794), no otherwise qualified individual shall, solely by reason or his or her disability, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving federal funds including funds received under the EWP FA Agreement and CDBG Grant Agreement.

28. Under Public Law 101-336, Americans with Disabilities Act of 1990, no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity.

29. During the performance of this Contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take

affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor union or workers' representatives of the Contractor's commitments under this Subsection XIG and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations and relevant orders of the Secretary of Labor.
- e. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, pursuant thereto, and will permit access to its books, records, and accounts by DOLA, CWCB, NRCS, the Department of Housing and Urban Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Contractor will include this Subsection XIG in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 112346 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as DOLA, CWCB, NRCS, or the Department of Housing and Urban Development may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by DOLA, CWCB, NRCS, or the Department of Housing and Urban Development, the Consultant may request the State

of Colorado or the United States to enter into such litigation to protect their respective interests.

30. Under Section 3 of the Housing and Community Development Act of 1968, Compliance in the Provision of Training, Employment, and Business Opportunities.

- a. The work to be performed under this Contract is on a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u, Section 3), requires that, to the greatest extent feasible, opportunities for training and employment be given to lower-income residents of the project area; and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the area of the project.
- b. The parties to this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of HUD set forth in 24 CFR 135, and all applicable rules and orders of HUD and CTED issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these provisions.
- c. If any person is hired either by the Contractor or any subcontractor, the hiring entity will make the opportunity known to potential Section 3 candidates and will document that process. The Contractor will submit an Employee Certification Form, marked as Exhibit VIII-O.X of the CDBG Guidebook, to the Watershed Coordinator.
- d. The Contractor will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of its commitments under this law and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- e. The Contractor will include this Paragraph 22 clause in every subcontract for work in connection with the project and will, at the direction of the applicant or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of HUD, 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract, unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- f. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of HUD and CTED issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its

successors, and assigns. Failure to fulfill these requirements shall subject the applicant, or recipient, its Contractor and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

31. The Contractor certifies that it shall comply with the provisions of section 8-17.5-101 et seq., C.R.S. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract.

32. Under the Contract Work Hours and Safety Standards Act, as amended, (40 U.S.C. 327-332), workers must be compensated for overtime and be provided safe and healthy working conditions when working on federally assisted (including funds received under the CDBG Grant Agreement) construction projects.

33. The Contractor represents, warrants, and agrees (i) that it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in either the E-Verify or the Department Program; (ii) that the Contractor is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed; and (iii) if the Contractor obtains actual knowledge that a subcontractor performing work under the public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall be required to:

- a. Notify the subcontractor and the contracting state agency or political subdivision within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- b. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to 8-17.5-102(2)(b)(III)(A) the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

34. The Contractor further agrees that it shall comply with all reasonable requests made in the course of an investigation under section 8-17.5-102(5), C.R.S. by the Colorado Department of Labor and Employment. If the Contractor fails to comply with any requirement of this provision or section 8-17.5-101 et seq., C.R.S., the Watershed Coalition may terminate this contract for breach and the Contractor shall be liable for actual and consequential damages to the Watershed Coalition.

35. The Contractor will comply with the provisions of the Federal Fair Labor Standards Act.

36. The Contractor will comply with the provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), and certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

37. The Contractor shall not subcontract with parties excluded from in the federal System for Award Management (sam.gov), which includes all parties debarred, suspended, or otherwise excluded by agencies or declared ineligible to receive federal funds.

COMPLIANCE WITH DAVIS-BACON ACT PROVISIONS

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

- A. 1. (i) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor as determined between three (3) and ten (10) days prior to the bid opening which determination is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis- Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

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

- (1)** The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2)** The classification is utilized in the area by the construction industry; and
- (3)** The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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

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

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

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

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

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

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

providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii)(a) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The Contractor shall also submit payrolls for those weeks after work begins and where no work is performed for whatever reason with hours and payments marked with zeroes (0) until the final walk through is completed. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/whd/forms/wh347instr.htm> or its successor site. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime Contractor to require a subcontractor to provide addresses and social security numbers to the prime Contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

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

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

- (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

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

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

(iii) The Contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job and shall not require notice of planned interviews. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

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

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

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

the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

5. Compliance with Copeland “Anti-Kickback” Act requirements. The Contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this Contract.

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

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

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

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

10. (i) Certification of Eligibility. By entering into this Contract the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor’s firm is a person or firm ineligible to be awarded Government contracts by

virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

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

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

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

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

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

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

payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

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

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

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

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

2. The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

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

INDEMNIFICATION

39. The Contractor shall comply with the requirements of all applicable laws, rules, and regulations in connection with the services of the Contractor, and shall exonerate, indemnify, and hold harmless the Watershed Coalition, its officers, directors, agents, and all employees from and against it, and local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and Income Tax Laws. Further, the Contractor shall exonerate, indemnify, and hold harmless the Watershed

Coalition with respect to any damages, expenses, or claims arising from or in connection with any of the work performed or to be performed under this contract by the Contractor. This shall not be construed as a limitation of the Contractor’s liability under this Contract or as otherwise provided by law.

INSURANCE

40. The Contractor agrees to procure and maintain in force during the terms of this Contract, at its own cost, the following minimum coverages:

- | | | |
|----|---|---|
| a. | Workers’ Compensation and Employers’ Liability
Waiver of Subrogation | Statutory |
| b. | Commercial General Liability
General Aggregate
Personal & Advertising Injury Limit
Each Occurrence Limit
Any One Fire |
\$1,000,000
\$1,000,000
\$1,000,000
\$50,000 |

The policy must be applicable to all premises and operations. The policy must include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy must include coverage for explosion, collapse, and underground hazards. The policy must contain a severability of interests provision. Coverage provided should be at least as broad as found in Insurance Services Office (ISO) form CG0001.

- | | | |
|----|---|--------------------------------|
| c. | Professional Liability (errors and omissions)
Each claim/loss
Aggregate |
\$1,000,000
\$1,000,000 |
|----|---|--------------------------------|

This coverage shall remain in place for at least two years after the project is complete.

- | | | |
|----|---|-----------------|
| d. | Commercial Automobile Liability Limits
Bodily Injury & Property Damage Combined Single Limit |
\$1,000,000 |
|----|---|-----------------|

Coverage is to be provided on Business Auto, Garage, or Truckers form. Coverage provided should be at least as broad as found in ISO form CA0001 (BAP), CA0005 (Garage) or CA0012 (Trucker) including coverage for owned, non-owned, & hired autos.

41. Insurance required by this Contract shall be primary coverage, unless otherwise specified, and shall specify that in the event of payment for any loss under the coverage provided, the insurance company shall have no right of recovery against the Watershed Coalition or its insurers. All policies of insurance under this Contract shall be provided by a reputable insurance company or companies qualified to conduct business in Colorado. The Watershed Coalition reserves the right, but shall not have the duty, to reject any insurer which it finds to be unsatisfactory and insist that the Contractor substitute

another insurer that is reasonably satisfactory to the Watershed Coalition. Property and Liability Insurance Companies shall be licensed to do business in Colorado and shall have an AM Best rating of not less than A- VI. This insurance shall be maintained in full force and effect during the term of this Contract and for the additional periods set forth herein and shall protect the Contractor, its agents, employees and representatives from claims for damages for personal injury and wrongful death and for damages to property arising in any manner from negligent or wrongful acts or omissions of the Contractor, its agents, employees, and representatives in the performance of the services covered herein.

42. All Insurance policies (except Workers' Compensation and Professional Liability) shall include Watershed Coalition and its officers, directors, agents and employees as additional insureds as their interests may appear. The additional insured endorsement should be at least as broad as ISO form CG2010 for General Liability coverage and similar forms for Commercial Auto and Umbrella Liability.

43. Automobile insurance shall, without limitation, cover all automobiles used in performing any services under this Contract.

44. In the case of any claims-made insurance policies, the Contractor shall procure necessary retroactive dates, tail coverage and extended reporting periods to cover a period at least two (2) years beyond the expiration date of this Contract. This obligation shall survive the termination or expiration of this Contract.

45. The Contractor shall not cancel, materially change, or fail to renew required insurance coverages. The Contractor shall notify the Project Manager of any material reduction or exhaustion of aggregate limits. Should the Contractor fail to immediately procure other insurance, as specified, to substitute for any policy canceled before final payment to the Contractor, the Watershed Coalition may procure such insurance and deduct its cost from any sum due to the Contractor under this Contract.

46. Certificates showing that the Contractor is carrying the above-described insurance, and the status of the additional insureds, shall be furnished to the Watershed Coalition prior to the execution of this Contract by the Watershed Coalition. Certificates of insurance on all policies shall give the Watershed Coalition written notice of not less than fifteen (15) days prior to cancellation or change in coverage. The Contractor shall forthwith obtain and submit proof of substitute insurance in the event of expiration or cancellation of coverage.

BOOKS AND RECORDS OF THE CONTRACTOR

47. The Contractor agrees to maintain such records and follow such procedures as may be required under the state's EWP FA Agreement and CDBG-DR Grant Agreement and any such procedures as the Watershed Coalition may prescribe. In general, such records will include information pertaining to the contract, obligations and unobligated balances, assets and liabilities, outlays, equal opportunity, labor standards (as appropriate), and performance.

48. All such records and all other records pertinent to this contract and work undertaken under this contract shall be retained by the Contractor for a period of five years after final payment is made by the Watershed Coalition to the Contractor under this Contract project, unless a longer period is required to resolve audit findings or litigation. In such cases, the Watershed Coalition shall request a longer period of record retention.

49. The Watershed Coalition and other authorized representatives of the state and federal government shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to the contract for the purpose of making audit, examination, excerpts, and transcriptions.

50. The Watershed Coalition and duly authorized officials of the state and federal government shall have full access to and the right to examine any pertinent documents, papers, records and books of the Contractor involving transactions related to the EWP FA Agreement, the CDBG Grant Agreement or this contract.

TIME FOR COMPLETION AND LIQUIDATED DAMAGES

51. Time is of the essence of each and every portion of this Contract. It is hereby understood and mutually agreed, by and between the Contractor and the Watershed Coalition, that the date of beginning and the time for completion as specified in the Contract of the work to be done hereunder are essential conditions of this Contract; and it is further mutually understood and agreed that the work embraced in this Contract shall be commenced on a date to be specified in the "Notice to Proceed." The Contractor agrees that the Work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed that the time for the completion of the Work set forth in this Contract is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality. Upon becoming aware of any reason why there may be a delay in the completion of any portion of the Work under this Contract, the Contractor shall notify the Project Manager and the Coalition's Representative of the nature and cause of the delay.

If the Contractor refuses, neglects or fails for any reason to complete the work within the time specified, or any proper extension thereof granted by the Watershed Coalition in its sole discretion, then the Contractor shall pay the Watershed Coalition the amount specified in this Contract, not as a penalty but as liquidated damages for such breach of contract. Such amount is fixed and agreed upon by and between the Contractor and the Watershed Coalition because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Watershed Coalition would in such event sustain.

PROJECT COMPLETION AND FINAL PAYMENT

52. Upon completion of work on the Project, the Contractor shall, within ten (10) calendar days send the Watershed Coalition notice that the Project has been completed (the “**Contractor’s Notice of Completion**”). This Notice of Completion shall be accompanied by an invoice from the Contractor for the balance of the Contract Price increased or decreased by any adjustment of such Contract Price made by any Change Order. It shall also be accompanied by an affidavit from the Contractor stating that all subcontractors, vendors, persons or firms who have supplied labor or materials for the work on the Project have been fully paid or satisfactorily secured and that all taxes, if any, have been paid. The Contractor’s Notice of Completion shall also be accompanied by a statement from the surety company that provided the Contractor’s payment and performance bonds, as required under Section VI of this Contract, consenting to final payment by the Watershed Coalition under this Contract.

53. Upon receipt of a Contractor’s Notice of Completion, the Watershed Coalition shall:

- a. Be entitled to publish a Notice of Final Settlement in accordance with the provisions of Colorado Revised Statutes Section 36-26-107;
- b. Be entitled to inspect the Affected Properties and provide written notice to the Contractor of either (i) any observed deficiencies in the work to have been performed under this Contract or (ii) the acceptance by the Watershed Coalition of the work performed under this Contract; provided, however, that such written notice shall not waive any claims the Watershed Coalition may otherwise have against the Contractor under this Contract.

54. Upon the expiration of the time allowed for claims to be made under the provisions of Colorado Revised Statutes Section 36-26-107 or within three (3) calendar days after receipt by the Watershed Coalition of reimbursement of the Contractor’s final invoice pursuant to the EWP FA Agreement and CDBG Grant Agreement, whichever comes later, the Watershed Coalition shall pay the Contractor the balance of the Contract Price increased or decreased by any adjustment of such Contract Price made by any Change Order less the amount of any claims received by the Watershed Coalition in accordance with the provisions of Colorado Revised Statutes Section 36-26-107.

55. By submitting a Contractor’s Notice of Completion to the Watershed Coalition, the Contractor, by such act, agrees to indemnify and save the Watershed Coalition, the Affected Landowners and their respective agents harmless from any and all claims growing out of any demand (whether with merit or not) from any subcontractor, laborers, workmen, mechanics, material men and furnishers of machinery, equipment, tools, supplies or materials incurred by the Contractor in the performance of the work under this Contract.

56. The acceptance by the Contractor of final payment shall be and shall operate as a release of the Watershed Coalition of all claims and all liability to the Contractor for all claims for all work performed and materials provided in connection with this Contract.

AUDITS AND INSPECTIONS

57. The Watershed Coalition, its independent certified public accounts, the State Auditor of the State of Colorado, DOLA and HUD or their delegates shall have the right to review and monitor the financial records, payroll records, records of personnel, invoice of materials and other components of the work and services provided and undertaken as part of the CDBG-DR project and this Contract, by whatever legal and reasonable means are deemed expedient by such persons. Such persons shall also be permitted to inspect all work and worksites at any time deemed appropriate by such persons.

SUSPENSION OF THE CONTRACT

58. If the Contractor fails to comply with the terms and conditions of this contract, or whenever the Contractor is unable to substantiate full compliance with provisions of this contract, the Watershed Coalition may suspend the contract pending corrective actions or investigation, effective not less than seven (7) days following written notification to the Contractor or its authorized representative. The suspension will remain in full force and effect until the Contractor has taken corrective action to the satisfaction of the Watershed Coalition and is able to substantiate its full compliance with the terms and conditions of this contract. No obligations incurred by the Contractor or its authorized representative during the period of suspension will be allowable under the contract except:

- A. Reasonable, proper and otherwise allowable costs which the Contractor could not avoid during the period of suspension;
- B. If upon investigation, the Contractor is able to substantiate complete compliance with the terms and conditions of this contract, otherwise allowable costs incurred during the period of suspension will be allowed; and
- C. In the event all or any portion of the work prepared or partially prepared by the Contractor is suspended, abandoned or otherwise terminated, the Watershed Coalition shall pay the Contractor for work performed to the satisfaction of the Watershed Coalition, in accordance with the percentage of the work completed.

TERMINATION FOR BREACH

59. This Contract may be terminated by either party for a material breach of this Contract by the other party not caused by any action or omission of either the terminating party or the CWCB/DOLA by giving the other party written notice at least three (3) days in advance of the termination date. The termination notice shall specify in reasonable detail each such material breach. In the event of such termination by either party, the Contractor shall promptly deliver to the Watershed Coalition all drawings, computer programs, computer input and output, analysis, plans, photographic images, tests, maps, surveys, and written materials of any kind generated in the performance of services under this Contract up to and including the date of termination. If this Contract is so terminated by the Contractor, it will be paid for all services rendered up to the date of termination, except as set forth in Section VI above. If this Contract is so terminated by the Watershed Coalition, the Contractor will be paid for all services rendered to the date of termination, except those services which, in the Watershed Coalition's judgment, constituted the grounds, in whole or in part, of the notice of termination, and except as set

forth in Section VI, above. Upon such payment, all obligations of the Watershed Coalition to the Contractor under this Contract shall cease.

TERMINATION FOR CONVENIENCE

60. In addition to the foregoing, this Contract may be terminated by the Watershed Coalition for its convenience and without cause of any nature by giving the Contractor written notice at least seven days in advance of the termination date. In the event of such termination, the Contractor will be paid for all services rendered to the date of termination, except as set forth in Section VI, above, and upon such payment, all obligations of the Watershed Coalition to the Contractor under this Contract shall cease. Furthermore, in the event of such termination, the Contractor shall promptly deliver to the Watershed Coalition all drawings, computer programs, computer input and output, plans, photographic images, analyses, test, maps, surveys, and written materials of any kind generated in the performance of its services under this Contract up to and including the date of termination.



BID FOR UNIT PRICE CONTRACTS

Project Site: Apple Valley North

Project Name: Creek Rehabilitation Design-Build Construction for Apple Valley North

Project No: CDBG-DR WI 17-108/EWP - Apple Valley North

Proposal of _____ (hereinafter called Bidder), a corporation organized under the laws of the State of Colorado /a partnership/an individual doing business as _____ (strike out inapplicable references).

To the Saint Vrain Creek Coalition (hereinafter called Owner).

The Bidder, in compliance with your invitation for bids for the construction of a _____
Design-build river restoration project

having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies; and to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within consecutive calendar days thereafter is stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum of \$ _____ for each consecutive calendar day thereafter as hereinafter provided in the GENERAL CONDITIONS.

Bidder acknowledges receipt of the following addenda:

Bidder agrees to perform all the Creek Rehabilitation Design-Build Construction for Apple Valley North work described in the 30% plans, for the following unit prices. **IMPORTANT: If the bid is selected, the unit prices provided with this bid will be binding at the time of contracting; changes to the unit price may be allowed with the written approval of the Saint Vrain Creek Coaliton. However, these quantities which are based on the 30% plan will be adjusted according to the final construction-ready design.**

Item #	Estimated Quantity	Description	Unit Price (Each) Dollars & Cents	Total Price Dollars & Cents
Design Tasks				
1. Design 30% to Construction-Ready	1 Lump Sum	Consulting services to finalize design for permitting		
2. Permitting	1 Lump Sum	Consulting services to obtain required permits, but not limited to (Boulder County Floodplain Development, Grading, CDOT Roadway, Boulder County Roadway, ACOE, CDPHE Stormwater)		
Construction Tasks				
Item #	Estimated Quantity & Unit	Task Description	Unit Price (Each) Dollars & Cents	Total Price Dollars & Cents
1.0 General Construction				
a. Mobilization	1 Lump Sum	Mobilize for construction		
b. Water Control	1 Lump Sum	Water control, such as dewatering, temporary crossing		
c. Erosion Control	1 Lump Sum	Sediment and pollution management due construction activities		
d. Construction Oversight	1 Lump Sum	Engineering oversight of construction activities and field-fitting		
2.0 Earthwork				
a. Earthwork, Excavation, and Fill	783CY	Grading, excavation, and fill		
b. Earthwork, Excavation, and Haul Off-site	1000 CY	Excavation, grading, and hauling excess sediment off-site for disposal		

Item #	Estimated Quantity & Unit	Task Description	Unit Price (Each) Dollars & Cents	Total Price Dollars & Cents
3.0 Stream Restoration				
a. Boulder Bank Protection	LF	Bank protection using boulders		
b. Soil-Covered Riprap	Acres	Install soil-covered riprap		
c. Toe Wood/ Rootwad Bank Protection	125 LF	Install toe wood or rootwads bank protection		
d. Reinforced Boulder Riffle Structures	Structures	Install 2 reinforced boulder riffle structures in Reach 1B		
e. Habitat Boulders	10 Boulders	Install boulders for channel complexity, grade control, and aquatic habitat		
f. Wood Catcher Structures	1 Structure	Install a wood catcher in Reach 1B		
4.0 Revegetation				
a. Upland Seed	3 Acres	Install upland seed in the gallery forest and upland areas		
b. Riparian Seed	.25 Acres	Install upland seed in the transition zone		
c. Wood Straw	.25 Acres	Spread wood straw in the upland and riparian areas		
d. Biosol	.25 Acres	Install at 400 lbs/acre onto revegetation sites		
e. Humate	.25 Acres	Install at 400 lbs/acre onto revegetation sites		
f. Container Stock D60	100 Containers	Install D60 container stock		
g. Container Stock 10ci	83 Containers	Install 10ci container stock		
h. Willow and cottonwood whips	Whips	Protective armoring for historic homestead (boulders, wood)		
i. Willow and cottonwood poles	Poles	Materials (boulders, wood)		
5.0 Other				

TOTAL OF BID \$ _____

The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receiving bids.

Upon receipt of Owner's written acceptance of this bid, Bidder will execute the formal contract attached within ten (10) days and deliver a Surety Bond or Bonds as required by the GENERAL CONDITIONS.

The bid security attached in the sum of _____ (\$ _____) is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Respectively submitted,

By: _____

(SEAL - If bid is by a corporation)

Title

Address

Date



BID BOND FORM

KNOW ALL PEOPLE BY THESE PRESENT, that we, the undersigned _____
as Principal, and _____ as Surety, are hereby held
and firmly bound unto Saint Vrain Creek Coalition as Owner in the
penal sum of _____ Dollars (\$_____) for
the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs,
executors, administrators, successors and assigns. Signed this _____ day of _____ 20____.

The condition of the above obligation is such that whereas the Principal has submitted to
____Saint Vrain Creek Coalition____ a certain bid, attached hereto and hereby made a part hereof to enter
into a contract in writing, for the

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 in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

that 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 THEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these present to be signed by their proper officers, the day and year first set forth above.

Principal (L.S.)

(SEAL)

Surety

By: _____



PERFORMANCE AND PAYMENT BONDING REQUIREMENTS

Colorado Department of Local Affairs regulations require a Grantee and/or its contractor (or subcontractors) performing the work to secure the following:

PAYMENT BOND. A "payment bond" is one executed in connection with a contractor to assure payment, as required by law, of all persons supplying labor and material in the execution of the work provided for in the contract. A Payment Bond is required on the part of the contractor for one-hundred percent (100%) of the contract price. The bond shall be obtained from a company holding a certificate of authority as an acceptable surety. A certified or cashier's check or a bank money order may be accepted in lieu of a bond.

PERFORMANCE BOND. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. A Performance Bond is required on the part of the contractor for one-hundred percent (100%) of the contract price. The bond shall be obtained from a company holding a certificate of authority as an acceptable surety. A certified or cashier's check or a bank money order may be accepted in lieu of a bond.

WAIVER OPTION. If the total cost of the Project is less than \$50,000.00, Grantee may submit a written request to the State requesting waiver of these bond requirements in exchange for an irrevocable letter of credit.

PERFORMANCE BOND

KNOW ALL PEOPLE BY THESE PRESENTS: that

(Name of Contractor or Company)

(Address)

a _____ hereinafter called Principal, and _____
(Corporation/Partnership) (Name of Surety Company)

(Address)

hereinafter called SURETY, are held and firmly bound unto

(Name of Recipient)

(Recipient's Address)

hereinafter called OWNER, in the penal sum of \$ _____ Dollars 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 in these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER dated the _____ day of _____ 20____, a copy of which is hereto attached and made a part hereof for the construction of:

PROJECT NAME: _____

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties in all the undertakings, covenants, terms, conditions, and agreements of said contract 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 one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs 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, 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 or to 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 or to the WORK or to the SPECIFICATIONS.

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

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be deemed an original, this the _____ day of _____ 20_____.

ATTEST:

Principal

Principal Secretary

By _____

(SEAL)

Witness as to Principal

Address

Address

ATTEST:

Surety

Witness as to Surety

By _____
Attorney in Fact

Address

Address

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

PAYMENT BOND

KNOW ALL PEOPLE BY THESE PRESENTS: that

(Name of Contractor or Company)

(Address)

a _____ hereinafter called Principal, and _____
(Corporation/Partnership) (Name of Surety Company)

(Address)

hereinafter called SURETY, are held and firmly bound unto

(Name of Recipient)

(Recipient's Address)

hereinafter called OWNER, in the penal sum of \$ _____ Dollars 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 in these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER dated the _____ day of _____ 20_____, a copy of which is hereto attached and made a part hereof for the construction of:

PROJECT NAME: _____

NOW THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUB-CONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such Contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK whether by SUB-CONTRACTOR 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 or to 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 or to the WORK or to the SPECIFICATIONS.

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

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be deemed an original, this the _____ day of _____ 20_____ .

ATTEST:

Principal

Principal Secretary

By _____

(SEAL)

Witness as to Principal

Address

Address

ATTEST:

Surety

Witness as to Surety

By _____
Attorney in Fact

Address

Address

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.



CONTRACTOR/SUBCONTRACTOR CERTIFICATIONS

Bidders must complete and incorporate the following certifications as part of their bid submittal package.

1. EQUAL EMPLOYMENT OPPORTUNITY - EXECUTIVE ORDER 11246
2. SECTION 3 & SEGREGATED FACILITIES CERTIFICATION
3. NONCOLLUSION AFFIDAVIT OF PRIME CONTRACTOR

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such a report is submitted.

CERTIFICATION BY BIDDER

NAME AND ADDRESS OF BIDDER (Include ZIP Code)

1. Bidder has participated in a previous contract or subcontractor subject to the Equal Opportunity Clause.
_____ Yes _____ No

2. Compliance reports were required to be completed in connection with such contract or subcontract.
_____ Yes _____ No

3. Bidder has filled all compliance reports due under applicable instructions.
_____ Yes _____ No

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended.
_____ Yes _____ No

NAME AND TITLE OF SIGNER (Please type)

SIGNATURE

DATE

**CERTIFICATION OF CONTRACTOR REGARDING
SECTION 3 AND SEGREGATED FACILITIES**

Name of Contractor or Sub-Contractor

Project Name

Project Number

The undersigned hereby certifies that:

- (a) Section 3 provisions are included in the Contract if this is a Section 3 project.
- (b) No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

Name and Title of Signer (Type of Print)

Signature

Date

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)
County of _____) ss.

_____ being first duly sworn, deposes and says that:

- (1) He is _____ of _____, the Bidder that has submitted the attached Bid;
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affined, has in any way colluded, conspired, connived or agreed, directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the (Local Public Agency) or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including is affined.

(Signed) _____

Title _____

Subscribed and sworn to me this

_____ day of _____, 19____

By: _____
Notary Public

My Commission expires: _____



CIVIL RIGHTS/EEO/Executive Order 11246 CERTIFICATIONS

The undersigned is fully aware that this contract is wholly or partially federally funded, and further, agrees to abide by the:

Civil Rights Act of 1964, Title VI, as amended, that provides no person on the basis of Race, Color, or National Origin shall be excluded from participation, denied program benefits, or subjected to discrimination.

And, Civil Rights Act of 1968, Title VIII, as amended, will not discriminate in housing on the basis of Race, Color, Religion, Sex, or National Origin.

And, Rehabilitation Act of 1973, Section 504, as amended, that no otherwise qualified individual shall solely by reason of his or her handicap be excluded from participation and/or employment, denied program benefits, subjected to discrimination under any program receiving federal funds;

And, Housing and Community Development Act of 1974, Section 109, as amended, that no person shall be excluded from participation (including employment), denied program benefits, or subjected to discrimination on the basis of Race, Color, National Origin, Sex, Age, and Handicap under any program or activity funded in whole or part under Title I (CDBG) of the Act. And, Age Discrimination Act of 1975, as amended, that no person shall be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age under any program or activity receiving federal funds.

And, Americans with Disabilities Act of 1990, as amended, that there shall be no employment discrimination against "qualified individuals with disabilities."

And, Executive Order 11063, that no person shall, on the basis of race, color, religion, sex, or national origin, be discriminated against in housing and related facilities provided with federal assistance, or lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the federal government.

And, Executive Order 11246, as amended, that no person shall be discriminated against, on the basis of race, color, religion, sex, or national origin, in any phase of employment during the performance of federal or federally assisted construction contracts in excess of \$10,000.

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of the contract, the CONTRACTOR agrees as follows:

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, familial status, religious affiliation or handicap. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, national origin, familial status, religious affiliation or handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for

training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Saint Vrain Creek Coalition (SVCC) setting forth the provisions of this non-discrimination clause.

2. The CONTRACTOR will, in all solicitation or advertisements for employees placed by or on behalf of the CONTRACTOR for the SVCC, state that all qualified applicants will receive consideration for employment without regard to race, creed, sex, color, national origin, familial status, religious affiliation or handicap. 3. The CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
3. The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the SVCC, Colorado Department of Local Affairs, Colorado Water Conservation Board, U.S. Natural Resource Conservation Service, U.S. Department of Housing and/or Community Development, and the U.S. Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
4. In the event of the CONTRACTOR's non-compliance with any provision of this contract or with any of such rules, regulations or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
5. The CONTRACTOR will include the provisions of the subparagraphs 12 (a) through (f) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provision will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the Department of Housing and/or Community Development may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department of Housing and/or Community Development, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS

SECTION 503

(if contract \$25,000 or over)

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as

the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

2. The CONTRACTOR agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act. 3. In the event of the CONTRACTOR's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
3. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the CONTRACTOR's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
4. The CONTRACTOR will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the CONTRACTOR is bound by the terms of Section 503 of Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
5. The CONTRACTOR will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

ACCESS TO RECORDS AND RECORDS RETENTION

The undersigned certifies, to the best of his or her knowledge and belief that:

1. The individual, sole proprietor, partnership, corporation, and/or association agrees to permit the Town of Lyons, Boulder County, State of Colorado Department of Local Affairs (DOLA), U. S. Department of Housing and Urban Development (HUD), and the Office of the Inspector General and/or their designated representatives to have access to all records for review, monitoring, and audit during normal working hours.
2. The individual, sole proprietor, partnership, corporation, and/or association agrees to retain all records for at least five years following the "official State of Colorado Department of Local Affairs (DOLA)"Closeout" date of the grant or the resolution of all audit findings, whichever is later.

CONFLICT OF INTEREST

The undersigned is fully aware that this contract is wholly or partially federally funded, and further, by submission of the bid or proposal that the individual or firm, certifies that:

1. There is no substantial interest, as defined by Colorado Statutes, with any public official, employee, agency, commission, or committee with the Town of Lyons, Boulder County or DOLA.
2. Any substantial interest, as defined by Colorado Statutes, with any public official, employee, agency, commission, or committee (including members of their immediate family) with the Town of Lyons, Boulder County that develops at any time during this contract will be immediately disclosed to the Town of Lyons, Boulder County and DOLA.

ANTI-LOBBYING CERTIFICATION

The undersigned certifies, to the best of his or her knowledge and belief that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this Certification be included in the award documents for all sub-awards to all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

CERTIFICATIONS SIGNATURE FORM

Return this page with proposal.

These Certifications (Civil Rights, Equal Employment Opportunity, Affirmative Action for Handicapped Workers -Section 503, Access to Records and Records Retention, Conflict of Interest, Lobbying) are a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of these Certifications is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code.

(typed name of official)

(signature of official)

(typed name of entity)

(date)



Section 3 Business Self-Certification

This section should be included in all Section 3 covered contracts. The CDBG Program Manager will notify those grantees who have Section 3 covered activities. Delete this section and the Section 3 forms if not applicable.

THIS PROJECT IS IN WHOLE OR IN PART FEDERALLY FUNDED AND THE SUCCESSFUL BIDDER WILL BE REQUIRED TO ADHERE TO SECTION 3 PROVISIONS

DOLA will monitor compliance with such provisions and standards for the Town of Lyons, Boulder County. The successful bidder will be required to complete the following forms in order to comply. A brief explanation of the form and when the form is to be submitted to *DOLA* is listed below. Should you have any questions concerning Section 3 or the forms to be submitted, please feel free to contact the *DOLA* CDBG Program Manager.

SECTION 3 BUSINESS SELF-CERTIFICATION

This form is to be completed by the contractor if applicable, and **submitted as a part of the bid package or within 3 days of contract award.** The bidder completes this form to qualify as a Section 3 business concern.

Section 3 Certification

Business Certification

Project Name: Creek Rehabilitation Design-Build Construction for Apple Valley North

Number: CDBG-DR WI 17-108/EWP - Apple Valley North

Contractor Name:

It is the policy of the Congress and the purpose of the federal Section 3 policy to ensure that the employment and other economic opportunities generated by federal financial assistance for housing, economic and community development programs shall, to the greatest extent feasible, be directed toward low and very low income persons, particularly those who are the recipients of government assistance for housing.

Does your business qualify as a Section 3 business? _____ **Yes** _____ **No**

To qualify as a Section 3 business, you must meet one or more of the following three criteria (please check all that apply as per 24 CFR, Subchapter B, Part 135.5):

_____ Is owned (51% or more) by Section 3 residents (defined below *)

_____ Employs in permanent, full-time positions, at least 30% persons whom are currently Section 3 residents OR whom were Section 3 residents within three years of the date of first employment with the business

_____ Provides evidence of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to businesses that meet one of the above definitions.

* Section 3 residents are persons who either live in public housing or are at or below the following income qualifications (available from your Project Monitor or at HUD.GOV): http://www.huduser.org/portal/datasets/il/il2013/select_Geography.odn)

COUNTY	Type of Household	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
	Moderate Income								

I certify that the above information is accurate, and agree to provide records upon request for verification of my eligibility as a Section 3 business.

Signature

Title

Name (printed)

Date



SECTION 3 RESIDENT CERTIFICATION

Project Name Creek Rehabilitation Design-Build Construction for Apple Valley North

Contract Number CDBG-DR WI 17-108/EWP - Apple Valley North

I qualify as a Section 3 resident because:

- I reside within the _____ and _____ County **and** my income is under 80% of area median income according to the income scale provided.
- I am NOT a Section 3 Resident.

Company Name (print) _____

Employee Name (print) _____

Signature _____ Date _____

Boulder County 80% of Median Income by Family Size (Income Limits available at HUD.GOV:

http://www.huduser.org/portal/datasets/il/il2013/select_Geography.odn)

COUNTY	Type of Household	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Boulder County	Moderate Income								



NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)

County of _____) ss.

_____ being first duly sworn, deposes and says that:

- (1) They are _____ of _____
_____, the Bidder that has submitted the attached Bid;
- (2) They are fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affined, has in any way colluded, conspired, connived or agreed, directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the (Local Public Agency) or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including is affined.

(Signed) _____

Title _____

Subscribed and sworn to me this

_____ day of _____, 20_____

By: _____
Notary Public

My Commission expires: _____

Federal Labor Standards Provisions

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

Applicability

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

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

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

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

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)
- (c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)
- (d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

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

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

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

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

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

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

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

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

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

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

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

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

4. Apprentices and Trainees.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

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



11. Remarks:

13. The undersigned hereby authorizes and requests any person to furnish any information requested by _____ in verification of the recitals comprising this Statement of Bidder's Qualifications.

Date at _____ this _____ day of _____ 20_____.

(Name of Bidder)

By: _____

Title: _____

STATE OF _____)

COUNTY OF _____)

_____, being duly sworn, deposes and says that they are _____ of _____ and their answers to the foregoing questions and all statements therein contained are true and correct.

(Name of Bidder)

Sworn to before me this: _____

Day of _____, 20_____

NOTARY PUBLIC

My commission expires: _____

General Decision Number: CO170012 02/03/2017 CO12

Superseded General Decision Number: CO20160012

State: Colorado

Construction Type: Heavy

Counties: Adams, Arapahoe, Boulder, Broomfield, Denver, Douglas, El Paso, Jefferson, Larimer, Mesa, Pueblo and Weld Counties in Colorado.

HEAVY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2017
1	01/20/2017
2	02/03/2017

ASBE0028-001 07/01/2016

	Rates	Fringes
Asbestos Workers/Insulator (Includes application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems).....	\$ 29.73	13.93

BRCO0007-004 01/01/2017

ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS AND JEFFERSON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 26.62	7.99

BRCO0007-006 05/01/2016

EL PASO AND PUEBLO COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 24.95	9.39

 ELEC0012-004 09/01/2016

PUEBLO COUNTY

	Rates	Fringes
ELECTRICIAN		
Electrical contract over		
\$1,000,000.....	\$ 28.00	11.00+3%
Electrical contract under		
\$1,000,000.....	\$ 24.85	11.00+3%

 * ELEC0068-001 01/01/2017

ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS,
 JEFFERSON, LARIMER, AND WELD COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 33.85	14.09

 ELEC0111-001 01/01/2016

	Rates	Fringes
Line Construction:		
Groundman.....	\$ 18.79	22.25%+\$5.45
Line Equipment Operator.....	\$ 29.40	22.25%+\$5.45
Lineman and Welder.....	\$ 42.14	25.25%+\$5.45

 ELEC0113-002 06/01/2015

EL PASO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 30.00	14.95

 ELEC0969-002 06/01/2015

MESA COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 24.00	7.92

 ENGI0009-001 10/23/2013

	Rates	Fringes
Power equipment operators:		
Blade: Finish.....	\$ 25.04	9.15
Blade: Rough.....	\$ 24.73	9.15
Bulldozer.....	\$ 24.73	9.15

Cranes: 50 tons and under..\$	24.88	9.15
Cranes: 51 to 90 tons.....\$	25.04	9.15
Cranes: 91 to 140 tons.....\$	25.19	9.15
Cranes: 141 tons and over...\$	25.97	9.15
Forklift.....\$	24.37	9.15
Mechanic.....\$	24.88	9.15
Oiler.....\$	24.01	9.15
Scraper: Single bowl under 40 cubic yards.....\$	24.88	9.15
Scraper: Single bowl, including pups 40 cubic yards and over and tandem bowls.....\$	25.04	9.15
Trackhoe.....\$	24.88	9.15

IRON0024-003 11/01/2013

	Rates	Fringes
Ironworkers:.....\$	24.80	18.77
Structural		

LABO0086-001 05/01/2009

	Rates	Fringes
Laborers: Pipelayer.....\$	18.68	6.78

PLUM0003-005 06/01/2016

ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS,
JEFFERSON, LARIMER AND WELD COUNTIES

	Rates	Fringes
PLUMBER.....\$	38.43	15.19

PLUM0058-002 07/01/2016

EL PASO COUNTY

	Rates	Fringes
Plumbers and Pipefitters.....\$	35.60	13.65

PLUM0058-008 07/01/2016

PUEBLO COUNTY

	Rates	Fringes
Plumbers and Pipefitters.....\$	35.60	13.65

PLUM0145-002 07/01/2016

MESA COUNTY

Rates	Fringes
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Plumbers and Pipefitters.....\$ 35.17 11.70

 PLUM0208-004 06/01/2015

ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS,
 JEFFERSON, LARIMER AND WELD COUNTIES

	Rates	Fringes
PIPEFITTER.....	\$ 35.35	13.39

 SHEE0009-002 07/01/2016

	Rates	Fringes
Sheet metal worker.....	\$ 32.56	15.96

 TEAM0455-002 07/01/2015

	Rates	Fringes
Truck drivers:		
Pickup.....	\$ 19.66	4.02
Tandem/Semi and Water.....	\$ 20.29	4.02

 SUCO2001-006 12/20/2001

	Rates	Fringes
BOILERMAKER.....	\$ 17.60	
Carpenters:		
Form Building and Setting...	\$ 16.97	2.74
All Other Work.....	\$ 15.14	3.37
Cement Mason/Concrete Finisher...	\$ 17.31	2.85
IRONWORKER, REINFORCING.....	\$ 18.83	3.90
Laborers:		
Common.....	\$ 11.22	2.92
Flagger.....	\$ 8.91	3.80
Landscape.....	\$ 12.56	3.21
Painters:		
Brush, Roller & Spray.....	\$ 15.81	3.26
Power equipment operators:		
Backhoe.....	\$ 16.36	2.48
Front End Loader.....	\$ 17.24	3.23
Skid Loader.....	\$ 15.37	4.41

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

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

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

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

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

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

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END OF GENERAL DECISION