



REQUEST FOR PROPOSALS

Creek Rehabilitation Design-Build Construction for Apple Valley South

AN EWP WATERSHED RESILIENCE IMPLEMENTATION PROJECT

DATE: March 31, 2017

ISSUED BY: Saint Vrain Creek Coalition

PROJECT NUMBER: EWP - Apple Valley South

PROPOSAL DUE DATE: April 28, 2017 by 4:00pm MST



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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 28, 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 Form; 4.) 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: 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: 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 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.

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 Performance and Payment Bond Requirements.

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.

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.

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.

Creek Rehabilitation Design-Build Construction for Apple Valley South

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 3:30 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 South.

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 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 one federal program for the Creek Rehabilitation Design-Build Construction Project for Apple Valley South. Bidders should note that this RFP should not be confused with the RFP for Apple Valley North. Bidders may submit proposals for either or both projects by responding to the appropriate RFP.

This 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.

The SVCC is the local sponsor for the project, and as of March 2017, full project funding has not been fully identified or secured. The SVCC is working with the State of Colorado to confirm and obtain additional funding for the project and to ensure that all project costs are adequately funded. Contractors who bid on the RFP are advised to take this situation into account when deciding whether to submit a bid. The SVCC will not make a contract award until project funding is identified, confirmed, and in the process of being secured.

Based on the available cost-share match, the project has a not to exceed limit of \$560,562. The total available funds are broken down into:

Design:	\$ 62,112
Construction oversight:	\$ 51,123
Construction	\$ 447,327

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 South, 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 South extends from the southern portion of 18976 North Saint Vrain Drive downstream approximately 0.8 miles to the U.S. Highway 36 bridge located at North Saint Vrain Drive and Apple Valley Road. A map of the project area is included as Appendix A.

Selection will be made on the basis of a balance of 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, along the North St. Vrain Creek, just upstream of the Town of Lyons, was severely impacted by the September 2013 flood event. This area was affected with 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 a 0.8-mile reach along the upstream extents of Apple Valley, known as Apple Valley South. The proposed project within Apple Valley South is a full-floodplain restoration plan 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 North, however, the projects are closely situated work done on this project may require consideration of impacts to the Apple Valley North 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 South 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 North. 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, City of Longmont, Sosey Ditch, and Evans 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 or environmental engineers
- Hydrologists
- Geomorphologists
- Ecologists with strong botanical and vegetation management knowledge
- Fisheries biologists
- Construction manager
- 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.

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

It is expected and required 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 goal 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 the City of Longmont and Town of Lyons’ raw water lines, irrigation ditches (Sosey Ditch and Evans Ditch)
- Revegetation with considerations for long-term visual and auidial 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
- 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, City of Longmont, Sosey Ditch Company, Evans Ditch, 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 launches from the 30% design plan set
- Strategies to achieve the greatest amount of restoration possible at the northern boundary of the project area, located at approximately Station 72+00, which is on a channel meander; construction is not allowed outside of the project area

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 0.8 mile reach of the North St. Vrain in Apple Valley South and will include the following elements:

- a) Grade a complex, multi-stage channel with a low flow, bankfull, and overbank channel
- b) Floodplain benches and grading to connect channel to floodplain
- c) Install riffle-pool sequences throughout project reach
- d) Install reinforced boulder riffle structures in high risk, channel migration locations
- e) Ensure fish passage and habitat for native and sport fish species, and remove instream structure that are barriers to fish passage
- f) 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
- g) 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

- h) Install boulder bank protection or offset buried riprap revetment in areas of high erosional risk when necessary to protect structures and infrastructure
- i) Protect and do not negatively impact existing infrastructure, such as ditch intakes and returns, culverts, etc.
- j) Install wood catcher structures to catch and deposit wood during high flows and mimic natural movement of wood through the stream
- k) Removal of flood-deposited debris
- l) 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 the Colorado Water Conservation Board (CWCB) EWP TA Team 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 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 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/AAAYLUUWGL3GPvTTbHRAmX3ta?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 (Initiated) and Town of Lyons floodplain development permits
 - 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 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 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
 - 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 Research and 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, and 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 a 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, EWP TA Team, 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 (GMP) 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.

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
 - Supply 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
 - 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
 - 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 EWP grant requirements.

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
 - Ensure a safe working 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 and CWCB EWP Technical Assistance (TA) Team 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 the 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 South 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 3:30 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, and construction management. 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. **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 Bid for Unit Price Contract attachment and provide an accompanying narrative. **15 points**

9.0 CONTRACT TERMS

Please see 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 EWP TA Team 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 offerors 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 South.

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), or a bid bond, in Exhibit: Bid Bond 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 (Appendix C) 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

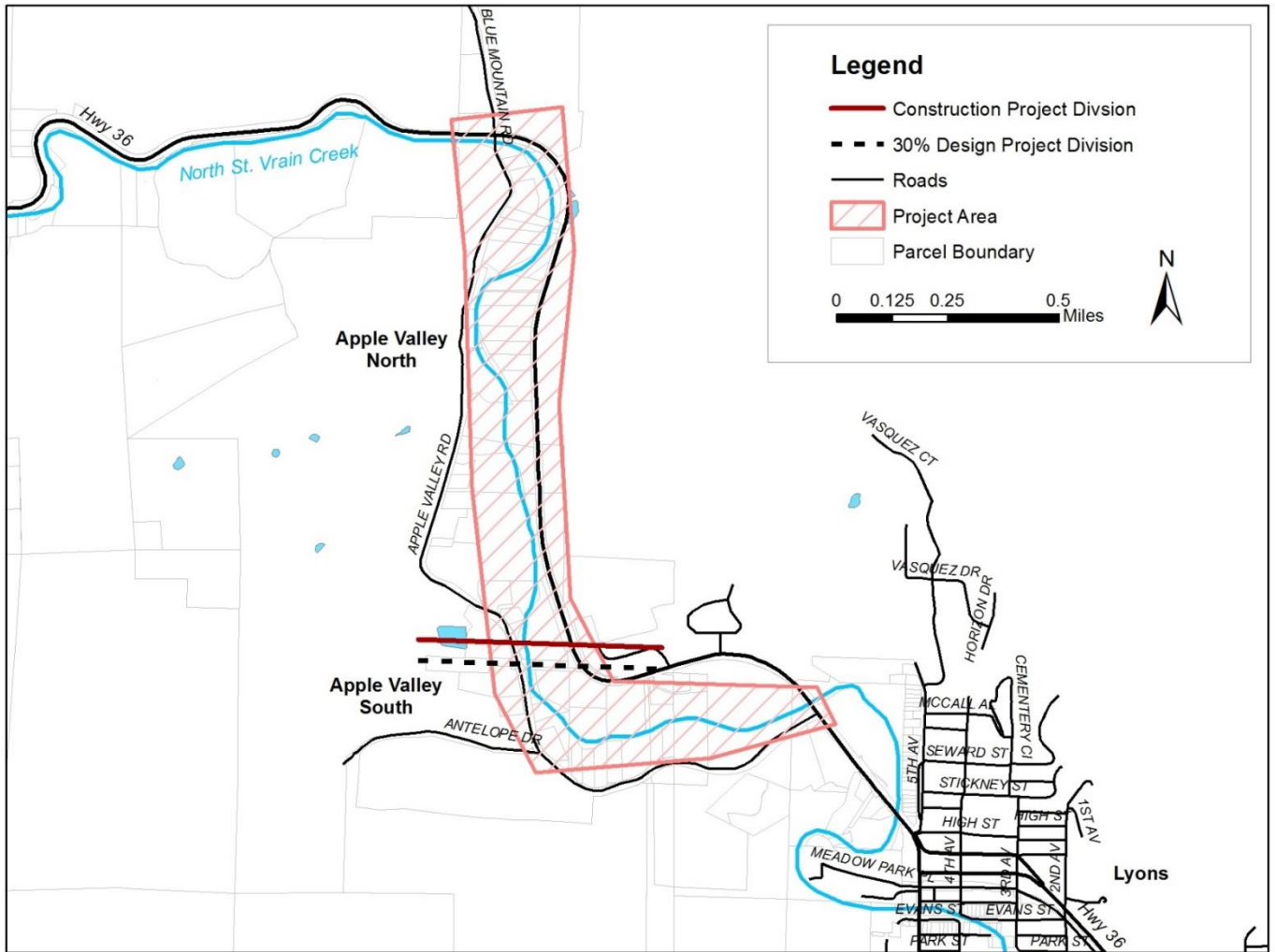
- Appendix A. Project Maps
- Appendix B. Creek Rehabilitation Plan for Apple Valley - Draft Final 30% Design

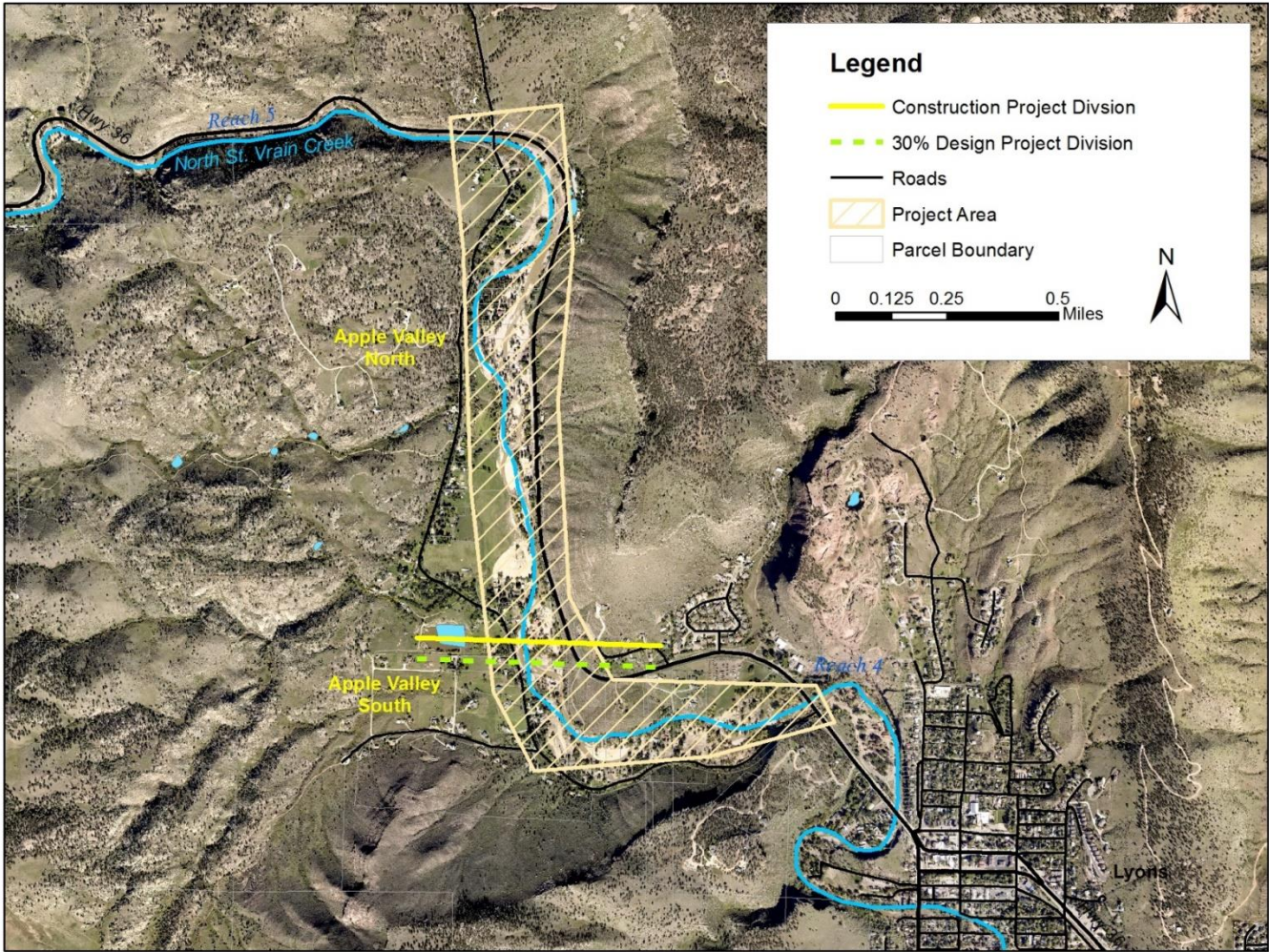
II. Exhibits

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

Exhibit	Instructions
Additional Instructions to Bidder	IMPORTANT TO REVIEW for additional instructions regarding Exhibits. Provided before RFP.
Sample Contract For Design-Build Construction Services	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.
Non-collusion Affidavit of Prime Contractor*	Sign and submit. Requires notarization.
Statement of Bidder’s Qualifications*	Sign and submit. Requires notarization if selected.

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 South 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 South. Products of the 30% design can be found via these links:

- Draft final 30% document folder (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/AAyLUUWGL3GPvTTbHRAmX3ta?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 South

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 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 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 EWP FA 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 EWP 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 South extends from the south portion of 18976 North Saint Vrain Road downstream approximately 0.8 miles to the U.S. Highway 36 bridge located at North Saint Vrain Drive and Apple Valley Road.

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 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 for payment pursuant to the terms of the EWP FA agreement and a delay notice of a dispute of an invoice arising from a delay in the CWCB 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 eight (8) business days after the Watershed Coalition receives reimbursement from the CWCB pursuant to the terms of the EWP FA 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 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, PERFORMANCE, AND WARRANTY BOND

The Contractor shall, within seven (7) calendar days after the execution of this Contract, furnish the Watershed Coalition with a Performance Bond, Payment Bond, and Warranty 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 and the CWCB. 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;
- 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 unless an exception has been granted by the CWCB 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 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
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 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. 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.

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.

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.

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.

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 the CWCB, NRCS, 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 the CWCB or NRCS 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 the CWCB or NRCS, the Consultant may request the State of Colorado or the United States to enter into such litigation to protect their respective interests.

30. 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.

31. 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 construction projects.

32. 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.

33. 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.

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

35. 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.

36. 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.

INDEMNIFICATION

37. 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

38. 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 | \$1,000,000 |
| | Personal & Advertising Injury Limit | \$1,000,000 |
| | Each Occurrence Limit | \$1,000,000 |
| | Any One Fire | \$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 | \$1,000,000 |
| | Aggregate | \$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.

39. 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.

40. 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.

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

42. 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.

43. 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.

44. 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

45. The Contractor agrees to maintain such records and follow such procedures as may be required under the state's EWP FA 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.

46. 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.

47. 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.

48. 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 or this contract.

TIME FOR COMPLETION AND LIQUIDATED DAMAGES

49. 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

50. 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.

51. 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.

52. 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 eight (8) calendar days after receipt by the Watershed Coalition of reimbursement of the Contractor’s final invoice pursuant to the EWP FA 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.

53. 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.

54. 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

55. The Watershed Coalition, its independent certified public accounts, the State Auditor of the State of Colorado 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 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

56. 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 OF THE CONTRACT

57. 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 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.

5. 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 South

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

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

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 South 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 Coalition. 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	Storm water, 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	4304 CY	Grading, excavation, and fill (May include tree removal)		
b. Earthwork, Excavation, and Haul Off-site	398 CY	Excavation, grading, and hauling excess sediment 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	761 LF	Bank protection using boulders		
b. Toe Wood/ Rootwad Bank Protection	174 LF	Install toe wood or rootwads bank protection in Reaches 3B and 3C		
c. Reinforced Boulder Riffle Structures	2 Structures	Install 2 reinforced boulder riffle structures in Reach 3B		
d. Habitat Boulders	80 Boulders	Install boulders for channel complexity, grade control, and aquatic habitat		
e. Wood Catcher Structures	1 Structure	Install a wood catcher in Reach 3A		
4.0 Revegetation				
a. Riparian Seed	3.1 Acres	Install upland seed in the transition zone		
b. Wood Straw	3.1 Acres	Spread wood straw in the upland and riparian areas		
c. Biosol	3.1 Acres	Install at 400 lbs/acre onto revegetation sites		
d. Humate	3.1 Acres	Install at 400 lbs/acre onto revegetation sites		
e. Container Stock D60	1195 Containers	Install D60 container stock		
f. Container Stock 10ci	12,884 Containers	Install 10ci container stock		
g. Willow and Cottonwood Whips	1200 Whips	Install willow and cottonwood whips		
h. Willow and Cottonwood Poles	40 Poles	Install willow and cottonwood poles		
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

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

The Saint Vrain Creek Coalition (SVCC) requires 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.



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: _____

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: _____