



REQUEST FOR PROPOSALS

**CDBG-DR WATERSHED RESILIENCE & NRCS EMERGENCY WATERSHED PROTECTION
IMPLEMENTATION PROJECT:
WALL STREET RESTORATION**

ISSUED BY:
Fourmile Watershed Coalition
1740 Fourmile Canyon Drive
Boulder, CO 80302

PROJECT NUMBER:
WI 17-103 WS

PROPOSAL DUE DATE:
June 23, 2017

REQUEST FOR PROPOSALS (RFP)

The Fourmile Watershed Coalition will receive proposals for the federally-funded **CDBG-DR WATERSHED RESILIENCE & NRCS EMERGENCY WATERSHED PROTECTION IMPLEMENTATION PROJECT**. Proposals must be received by the Fourmile Watershed Coalition, 1740 Fourmile Canyon Drive, Boulder CO 80302 on or before 4:00 p.m. on **Friday, June 23, 2017**. Email proposals to fourmilewatershed@gmail.com with Wall Street proposal in the title of the email.

Proposal documents are available via the Coalition website at www.fourmilewatershed.org or at the Colorado EWP website at www.coloradoewp.com/bids.

Mandatory Pre-Proposal Meeting & Site Visit:

Tuesday, June 13, 2016 at 10:00 a.m., followed by a site visit. LOCATION: 1740 Fourmile Canyon Drive (Poorman Fire Station).

Cost may not exceed \$1,500,000.

For additional information regarding this RFP, please contact:

Maya MacHamer
303-817-2261
fourmilewatershed@gmail.com

Selection of CONTRACTOR, or a short list of CONTRACTORS, to then be interviewed will be made by June 28, 2017. If interviews are held, they will be scheduled on June 30th and the selection team will work with selected CONTRACTORS to schedule a specific date and time.

Evaluation Criteria will be weighted as follows:

Evaluation Category	Score Range	Weighted Score Multiplier	Total Score Range
Contractor Experience and Capability to Perform Work	0-5	5	0-25
Experience and Qualifications of Team	0-5	5	0-25
Project Understanding/Potential Mitigation of Risks/Value Engineering	0-5	4	0-20
Cost	0-5	3	0-15
Proposed Schedule and Work Capacity	0-5	3	0-15

The coalition will receive, date, and time stamp all proposals. No proposal will be considered which has not been received by the deadline set forth above. The Coalition is not responsible for delays occasioned by the U.S. Postal Service or other means of delivery employed by the proposer.

Attention is called to the fact that not less than the minimum salaries and wages as set forth in the CONTRACT DOCUMENTS must be paid on this project (Davis Bacon Wages), and that the CONTRACTOR must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin (Equal Employment Opportunity)

In the event that the proposer anticipates hiring employees to work on the JOB, the proposer should contact the local manpower office for qualified candidates (Section 3).

PROJECT BACKGROUND AND SCOPE

1.0 Project Background and Purpose

The Wall Street Restoration Project is located in Fourmile Canyon approximately 8 miles outside of the City of Boulder. Wall Street was a mining townsite in the late 19th and early 20th century and still retains multiple historical buildings adjacent to or within the project site. This reach experienced significant sediment deposition during the 2013 flood event. Much of the adjacent hill slopes were burned during a 2010 wildfire contributing to debris flows and slope failures that had significant impact on the stream corridor. Portions of the reach are constrained by homes or road infrastructure. Multiple private bridges were damaged or destroyed. Separate projects replacing two of the crossings will occur during fall/winter 2017.

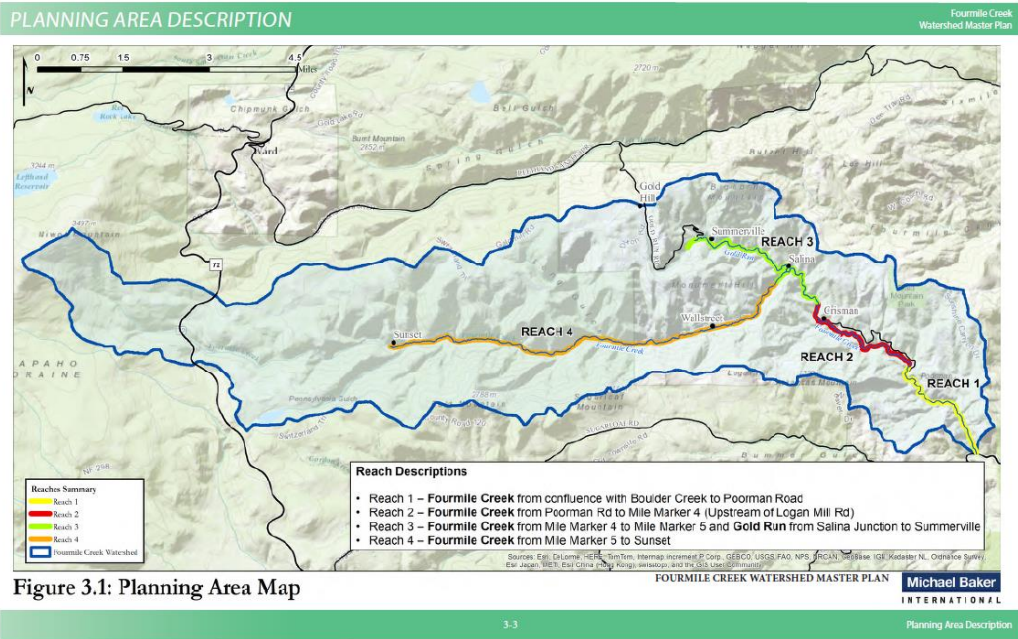
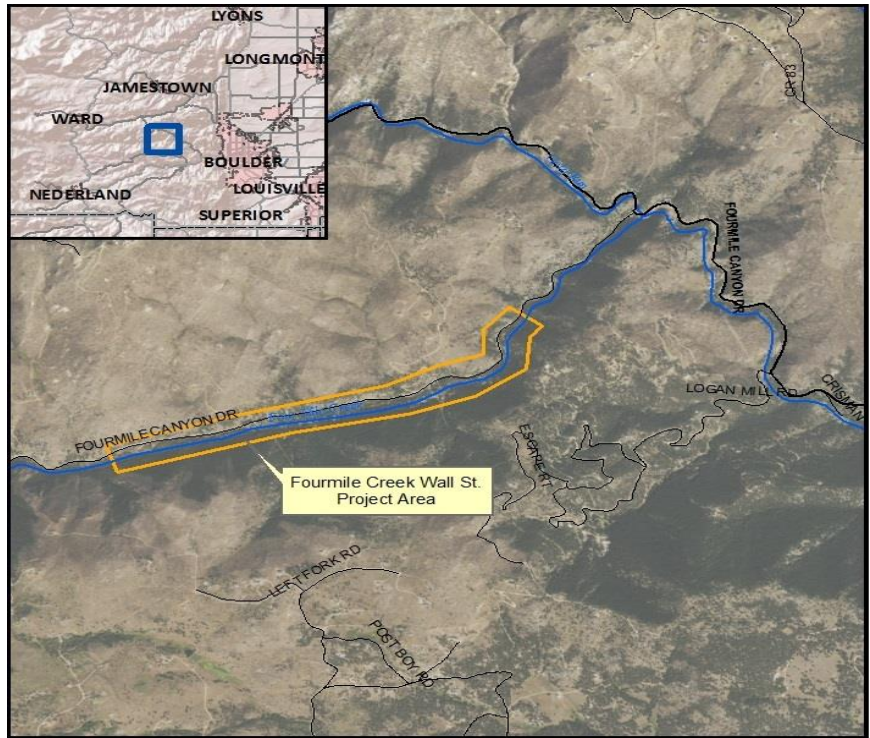
Two small ponds used by the Four Mile Fire Protection District as water sources for wildfire were damaged in the flood. Both ponds require diversion structures in order to comply with State regulations.

Heavy runoff in 2015 caused repeated damage in this Reach. Flooding led to the emergency construction of berms to protect wells and structures and dredging and/or realigning of the stream channel. These repeated impacts have highlighted the compromised state of the stream corridor and the need for stream restoration. This project proposes to construct the following improvements:

- Excavate and export sediment deposited from the flood;
- Construct a multi-stage channel for low and bankfull flow events for approximately 4,150 linear feet;
- Install aquatic habitat features throughout project limits; and
- Revegetate the channel banks and floodplain surfaces throughout the project area.
- Install two diversion structures at the ponds (diversion designs will be posted in an Addendum).

The primary objective of the work proposed at the Wall Street project, is to protect life and property. This would be accomplished by increasing floodplain capacity and channel stability, so that natural river hydraulics, sediment transport, and the ecological conditions of the river are enhanced. Improvements include sediment excavation and floodplain grading and resilient and stable channel banks capable of minimizing erosion under a wide range of flow conditions.

Summer and Fall 2017 is the beginning of a large amount of stream and road work in Fourmile Canyon. Communication and coordination with other projects will be an imperative piece of any successful project in Fourmile Canyon during this time period.



Fourmile Creek flows east and is a tributary to Boulder Creek approximately 2 miles before it enters the city of Boulder. Figure 1 (above) shows the project area in detail, while Figure 2, below, shows an overview map of the watershed.

Funding Information & Requirements: The Four Mile Fire Protection District as the fiscal agent for the Fourmile Watershed Coalition (the “Coalition”) has received a Financial Assistance Agreement from the Natural Resources Conservation Service (NRCS) under the Emergency Watershed Protection (EWP) Program. Under this agreement this project is intended to protect life and property by stabilizing the stream channel and floodplain damaged by the 2013 flood event. Additionally, the Coalition received cost share match funding from the Colorado Department of Local Affairs Community Development Block Grant - Disaster Recovery (CDBG-DR) Watershed Resilience Pilot Program. Due to the nature of this funding, the Wall Street project must comply with all regulations associated with the CDBG-DR Watershed Resilience Pilot Program, including Davis Bacon and Section 3 of the Housing and Urban Development Act of 1968. This federally-funded Program is designed to help watersheds recover from damage sustained in the federally-declared fire and flood events of 2012 and 2013. The Program’s goal is to align watershed restoration and risk mitigation with community and economic development goals using a collaborative, multi-jurisdictional, coalition-of-partners approach. Project implementation grants are meant to address long-term watershed system improvements that build watershed resilience. This project will be awarded to a contractor to construct this project located in Boulder County within the Fourmile Watershed.

The selected contractor shall perform or supply all necessary services as specified in this document, or pursuant to generally accepted standard industry practice, with regard to construction surveying, utility location and coordination, traffic control plans, Stormwater Discharge Permit, erosion control best management practices, and as-built plans with associated GIS shape files.

All construction work will be performed by a qualified contractor with experience on similar types of projects under the direction and supervision of the design engineer, Otak, hereto referred to as the ENGINEER in this RFP.

Requesting Agency Information: The Four Mile Fire Protection District is a Special District and the fiscal agent for the Fourmile Watershed Coalition. The Fourmile Watershed Coalition is working to develop community resilience to natural hazards while improving the overall health of the Fourmile watershed. The Fourmile Watershed Coalition’s mission is “to identify, evaluate, obtain funding for, and implement projects within the Fourmile watershed to continue recovery from the 2013 flood, improve protection of the community to future wildfire and flood events, and provide a long-term framework for future resiliency planning and response.” The Watershed Coalition is a stakeholder driven organization composed of private and public landowners who are invested in watershed health and the safety of the community. The Watershed Coalition works in partnership with the Four Mile Fire Protection District.

Non Discrimination: The Four Mile Fire Protection District 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.

Americans with Disabilities Act (ADA): If you need special services provided for under the American Disabilities Act, contact Maya MacHamer at 303-817-2261 at least 48 hours prior to the event.

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

The selected Contractor must adhere to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). Selection will be made based on qualifications and the cost of proposed services that provide best value to the project. The project to which the construction work covered by this proposal is being assisted by the United States of America and must comply with all provisions of the Davis-Bacon Act.

1.1 Scope of Work

The following provides a summary of the items to be completed under the contract for construction for this project. CONTRACTOR will be responsible for bidding unit costs for project as specified in the FORMS.

1.1.1 Permitting

The Army Corps permit has been obtained and Boulder County land use review has received provisional approval. It is anticipated that a Floodplain Development Permit and Grading will be completed prior to hiring a contractor, but a Traffic Control Plan must be submitted before permits will be issued. The contractor will be required to submit the traffic control plan, and obtain oversize/overweight permit (if applicable) for construction prior to commencing work. A State Stormwater Discharge Permit and associated erosion control plan will also be obtained by the contractor.

The traffic control/management plan must include:

- a. The applicant shall provide the haul routes to be used at building permit application for approval.
- b. Flaggers and/or other traffic control measures must be used at the intersections of the access points on Fourmile Canyon Drive during hauling operations. Locations of flaggers must be shown on the Traffic Control Plans.
- c. Locations and types of warning signs along the roads shall be shown.
- d. The applicant must use vehicle tracking to minimize the amount of rocks, mud, and other debris tracked onto Fourmile Canyon Drive.
- e. The applicant must provide a sweeping plan for the affected portion of Fourmile Canyon Drive if sweeping becomes necessary.

- f. Prior to project commencement, the applicant must photo-document the conditions of all County roads used for hauling. The applicant must restore all affected roadways to pre-project conditions or better.
- g. The project shall be coordinated with the Transportation Department's Public Relations Director, Andrew Barth (303-441-1032).
- h. If necessary, the applicant must contact Rocky Milano (303-682-6737) at the Transportation Department to obtain an oversize/overweight permit.
- g. Coordination with Boulder County as they create a Traffic Management Plan will be required as there are many construction projects that will be occurring in Fourmile Canyon during the summer construction season.

Additional Permit Requirements:

1. An archeological monitor will be present during construction near the [Assay Office Museum](#) as a nearby structure within the project area has been identified as culturally sensitive. This cost is not part of the bid schedule.
2. A nesting bird survey must be completed prior to construction. This work will be completed by others and is not included as part of the bid schedule.
3. The Consultant is required to locate utilities prior to beginning construction.
4. Scheduling project inspections as required by Boulder County is the responsibility of the contractor.
5. All septic fields and wells must be flagged by the contractor and avoided during construction.
6. Appropriate erosion control measures shall be installed downslope and parallel to contours for all disturbed areas including staging areas. The location of erosion control shall be shown on site plans submitted for Boulder County building permit approval. Stockpiled fill piles over 30 days shall be properly covered and/or stabilized with temporary vegetation.
7. All heavy equipment must use biodegradable hydraulic fluid.
8. Only plants and seed native to Boulder County are allowable as part of the project.

1.1.2 Construction Surveying

The contractor will be responsible for all construction surveying and staking. Control will be provided by the design engineer. The contractor will also be responsible for as-built surveys with associated GIS shape files.

In regards to as-builts survey, please see the EWP Project Engineering Guidance for the 2013 Colorado Flood Recovery Phase 2 on the Colorado EWP website (Record drawing and as-built requirements are in Appendix A3):

<https://coloradoewp.com/document/emergency-watershed-protection-ewp-program-2013-colorado-flood-recovery-phase-2-project>

The following items must be included in the as-built survey as a minimum:

1. Thalweg survey capturing overall stream profile and grade breaks for instream structures including riffles, cross vanes, step pools, etc.
2. Detailed in-stream structure survey following rock crests or edges and/or select survey at structures showing conformance to plans or changes from plans.
3. Cross section survey at minimum of 200 feet (or as specified by the engineer – to match hydraulic modeling used for floodplain development permit) spanning the entire regulatory floodplain. Cross sections shall capture all grade breaks along a section including thalweg, toe of slope on each bank, flood benches, and other significant geographic features.
4. All as-built survey to be provided in AutoCAD format and also include a PDF version certified by a Professional Land Surveyor.

1.1.3 Construction

Complete construction of all improvements identified in the plans including providing a safe work environment, complying with permitting requirements, and close coordination with the ENGINEER. The contractor will address all landowner requests and concerns through the Coalition staff. Under no circumstance will the contractor do work for a landowner that is not approved by the design engineer and coalition staff. Project design plans are a separate attachment and Construction Specifications can be found in Section 4 of this RFP.

The contractor will shape and construct the proposed channel as designed. The design engineer will be responsible for and direct field fit revisions during construction. Finished floodplain grading will include the installation of soil amendments in preparation for revegetation. Revegetation will include seeding, mulching, live plant installation, willow and cottonwood staking and local live shrub transplants.

1.1.4 Construction Administration

- A. The management and administration of the Consultant's Construction Phase contract obligations including, but not limited to, the following activities:
 - Provide all requisite bonds and insurance for the construction of the project;
 - Possess the requisite licenses and assure 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;
 - Hold weekly progress/construction meetings between the contractor, the coalition and the ENGINEER;
 - Develop and update a construction management plan that includes Construction Phase quality control procedures, safety programs, construction document management protocol, etc.;
 - Manage subcontractors (contracts, compliance, insurance, and bonds);
 - Work with ENGINEER as they perform construction oversight and be responsive to necessary adaptive management, field fitting suggestions, and updated design;
 - Prepare payment requests, relevant back up documentation, and maintain cash flow projection, including wage compliance with Davis-Bacon;

- Track permit compliance;
 - Track Requests for Information and/or clarification (RFIs);
 - Manage change orders and documentation necessary to support changes; all change orders require written approval from the Coalition prior to implementing work under the change order;
 - Prepare as-built drawings;
 - Coordinate all monitoring activity as described previously; and
 - Administer warranties through the warranty period.
- B. Site Security will be the responsibility of the contractor throughout the duration of the Construction Phase. The contractor will need to develop an acceptable security control plan to control access to the construction site during all phases of construction while maintaining traffic flow. The contractor will be responsible for construction of any alternate entrance locations or detours, as well as any repairs required to bring facilities back to their current condition. The contractor may close the site to the public during construction.
- C. Project Schedule requirements will include developing a detailed project construction schedule defining construction activities of each element of the project and their inter-relationships, along with 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 path permit activities through the issuance of Proposed Agency Action by each respective permitting agency. Critical permits include any necessary permits that, if delayed, would delay the Project Schedule.
- D. Project Budget reporting requirements will include the preparation of 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. Change orders, including additive change orders, are allowable. Circumstances that would warrant a change order are primarily those which would require shifting the project location. Note that all work must be done within the area covered in the environmental review. In addition, cost of services must not exceed the total funds awarded for this project, and construction costs must not exceed the Not to Exceed figure established at the time of contracting.
- E. Permitting requirements for the contractor during the Construction Phase will include compliance with all permit requirements as well as the responsibility for the completion of all necessary work activities needed for the completeness determination of all permits and approvals required to construct and operate the project. All permits, whether obtained by the Watershed Coalition 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, generating and/or assembling associated requisite technical data/documents as required for permit compliance;

- Prepare permit applications and fees for all required permits with the exception of those obtained by the Coalition;
 - Coordinate responses to Requests for Information (RFIs); and
 - Develop requisite permit compliance and monitoring programs associated with permits obtained by the design engineer along with any potential redesign activities required to achieve permit compliance.
- F. Design Compliance Review, will be included in the weekly construction meetings with the Coalition to validate that the design requirements are being provided during the Construction Phase. The Coalition will establish a small project team to communicate with the contractor during this phase. The meetings will occur at a frequency dictated by the Coalition and agreed upon by the contractor. 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.
- G. Construction Document Management will be implemented as defined in the construction management plan to collect and store the following data in a readily retrievable manner: correspondence, payment requests, schedule updates, RFIs, change requests, and as-built drawings.
- H. Project Closeout will include activities needed to achieve final completion of the Construction Phase following the notification of Substantial Completion by the Coalition. Closeout activities will include, but not be limited to, the completion of all punch list items defined at the point of Substantial Completion, final permit closeout, and project document transfer.
- I. Warranty Administration will be provided by the contractor throughout the requisite warranty period and will include activities such as: warranty request tracking, event documentation, and response. The Contractor must directly interface with suppliers, subcontractors, and others for requesting all warranty service needs and corrective activities, and provide any modification and/or updates to the project record drawings that may result from warranty activities. The warranty period for the Project will be 12 months from the date of closeout, unless otherwise negotiated and agreed upon between the Coalition and contractor and included in the signed contract.
- J. The work under this project must be Davis-Bacon Act compliant. The Coalition is responsible for monitoring the consultant for Davis-Bacon compliance, including monitoring consultant's weekly payroll. In addition, all work will comply with federal, state, and local law, including but not limited to the Copeland "Anti-Kickback" Act (40 USC 276c), Contract Work Hours and Safety Standards Act (40 USC 327-332), Fair Labor Standards Act (29 USC 102 et seq), and comply with minimum wage (8-16-101 CRS 1973, as amended), discrimination and affirmative action (24-34-402, 1973 as amended), and Colorado labor preference (8-17-101 & 102 CRS 2013, as amended).

1.2 Proposal Process

The intent of the Proposal Process is to select the lowest responsive and responsible proposer. Due to the overall schedule of the NRCS EWP program and deadlines for CDBG-DR grants, construction documents for the project are not completed to a 100% level of design. The plans and specifications

included herein are preliminary only. Changes, including but not limited to adjustments to quantities, revised plan layouts, and updated specification revisions may still be made to the construction documents. The contractor is to provide a proposal, specifically unit prices, based on the preliminary construction documents provided with the RFP. The proposal price provided in the RFP will not be used as the final price. Instead, it is the intention of this process to bring the contractor on-board as part of a collaborative project partners team consisting of the Coalition, the engineer, and the contractor. In the first 30 days or less, the contractor will operate under a contract to perform permitting tasks and to provide value engineering and support to the design team. This work will not be paid for separately, but shall be included in the contractor's mobilization costs. The contractor and engineer will work together to clarify design details, design intent, discuss materials, and value engineer the project. Once a final plan set and quantities are developed, the contractor, using the **original unit costs** provided in the contractor's initial proposal, will prepare a final proposal to be used for the project change order covering the physical construction of the project. If, during the project partners process, further clarification of the design allows or necessitates that the contractor revise a unit price for the project the finalized unit costs may not exceed 15% above the original proposed unit costs unless approved in writing by the engineer and Coalition. Unit costs will not be changed due to adjustments in quantities. This project partner's process to finalize the design and proposal will not exceed 30 days.

INSTRUCTIONS TO PROPOSERS

2.0 General

These instructions apply to proposal preparation for construction work for the Fourmile Watershed Coalition.

2.1 Proposal

Each proposal must include and be made on the forms provided in FORMS. All FORMS shall be enclosed in a sealed envelope, addressed to the Fourmile Watershed Coalition, showing on the face thereof the name of proposer and the project or submitted electronically as instructed in the request for proposals.

2.2 Qualifications of Proposer

Specific qualifications related to the project shall be submitted as required in the FORMS. Additional detail related to the information required on the FORMS is provided in the following sections.

2.2.1 Contractor Experience and Capability to Perform Work

Provide company background and relevant project experience using the PREVIOUS PROJECT EXPERIENCE table provided with the FORMS. Project experience should reflect work performed on stream stabilization improvements, stream and floodplain restoration, flood recovery, revegetation, and if projects involved alternative project delivery approaches. Provide up to six relevant project examples and note whether they were federally funded in part or in whole. In addition, for each project please provide the following:

- Narrative of project work and key components.
- Client contact information for each project.
- Up to 3 photos of completed work.

2.2.2 Experience and Qualifications of Project Team

Describe the contractor's team for the project. Include key staff on the PROPOSED PROJECT TEAM MEMBERS table provided with the FORMS.

2.2.3 Project Understanding and Value Engineering Approaches

Provide understanding of the project; potential risks that may directly affect cost, schedule, or project success; proposed contractor activities to mitigate the identified risk; and provide value engineering approaches for the proposed work.

2.2.4 Unit Costs

Provide unit costs using the attached BID SCHEDULE and/or electronic schedule included with the proposal documents. Approximate quantities for this project are included on the BID SCHEDULE, however, these shall not be considered final quantities. Final quantities will be determined following the project partners process described in Section 1.2.

2.2.5 Proposed Work Schedule and Workload Capacity

Due to the unique nature of flood recovery work in a natural disaster of this significance, sufficient contractor workload capacity is critical for this contract. Anticipated implementation of this project requires that construction be completed within 220 days of a signed Financial Assistance (FA) agreement between the Natural Resources Conservation Service (NRCS) and the Colorado Water Conservation Board. The anticipated signature date of the FA agreement is mid-January, 2017. The contractor's ability and commitment to perform this work in the available time frame is essential. The Wall Street Restoration Project must have construction completed by October 31, 2017.

Provide a proposed work schedule with milestone deliverables and dates, with a completion date according to details listed in "Contract Term." Also, please list your proposed project team's current workload capacity and commitments in addition to its anticipated capacity for the Wall Street project, through December 2017. Please state your team's commitment to accomplish this project in what is acknowledged to be a tight time frame.

2.3 Completion and Signing

Proposal must be legibly written in ink and must cover all of the items of work called for herein and no others. All of the blank spaces in the BEST VALUE BID FORM must be properly completed. Proposer must sign and give a complete business address. Proposal(s) by corporations must be signed with the name of the corporation followed by the signatures and designations of the President and Secretary (or other person authorized to bind it in the matter) and must have the corporate seal affixed thereto.

2.4 Bid Bond

All proposals must be accompanied by a bid bond at 5% of the proposed price. Proposals without a bid bond will be removed from consideration.

2.5 Addenda

Proposer must acknowledge the receipt of all Addenda on the proposal, in the place provided, and include it with the proposal. There will be at least one addendum, which will include the Pre-proposal Meeting attendee list and answers to questions.

2.6 Unbalanced Proposal

Any proposal that, in the opinion of owner, is unbalanced so that each item does not reasonably carry its own proportion of cost, or that contains inadequate or unreasonable prices for any item, may be rejected.

2.7 Site Inspection and Investigations

Prior to submitting a proposal, proposer(s) must inspect the work Site and its surroundings. It will be conclusively presumed that the inspection of the Site has been made by the submittal of a proposal.

DRAWINGS and SPECIFICATIONS, defining the work, were prepared on the basis of interpretation by ENGINEER of information derived from investigations of the work Site. Such information and data are

subject to sampling errors, and the interpretation of the information and data depends to a degree on the judgment of ENGINEER. In view of this, proposer is invited to make additional investigations. Information about the degree of difficulty of the work to be done cannot totally be derived from either the DRAWINGS and SPECIFICATIONS or from ENGINEER or ENGINEER's representatives.

Since the proposal information cannot be guaranteed, proposer will have assumed the risks attendant to successful performance of the work at the amount of the proposal and will never make claim for additional payments or time extensions on the grounds that the nature or amount of work to be done was not understood by proposer when submitting the proposal.

2.8 Inconsistencies and Interpretations

Any seeming inconsistencies between different provisions of the contract documents or any point requiring explanation must be inquired into by proposer, in writing, to owner at least five (5) days, excluding Saturdays, Sundays, and holidays, prior to the deadline for submission of proposal. A copy of the decision will be distributed only to those who have registered their contact information with the Coalition. After proposals are opened, all proposers must abide by the decision of the Coalition as to such interpretation.

If the decision or interpretation requires that addenda to the CONTRACT DOCUMENTS be issued, such ADDENDA will be distributed only to those who have registered their contact information with the Coalition. Each proposer must acknowledge the addenda in the proposal.

Only those interpretations, clarifications, and explanations issued in writing by the Coalition, either by addenda or by a formal written decision, will be binding. Oral or other interpretations, clarifications, or explanations will be without legal effect.

2.9 Award of Contract

The Coalition reserves the right to award the contract at any time within sixty (60) days from the date of the opening of proposals unless otherwise specified in the CONTRACT DOCUMENTS. The Coalition further reserves the right to reject any and all proposals and waive any and all informalities, and the right to disregard all non-conforming or conditional or counter proposals.

In evaluating the proposal, The Coalition will consider the following: capability of contractor to perform work, experience and qualifications of proposed construction team, project understanding and value engineering approaches, cost, and proposed work schedule and work capacity. Each of the five listed evaluation criteria will be scored and weighted specifically for the project as follows:

Contractor Experience and Ability of Contractor to Perform Work (0-5 points):

Previous experience by the construction team implementing stream channel modifications, stream bank stabilization, floodplain revegetation, previous flood recovery work, revegetation, understanding of the unique permitting requirements of river related construction projects, and previous experience working on Colorado watersheds. The Coalition will also consider prior experience with projects funded in whole or in part with federal funding.

Experience and Qualifications of the Proposed Construction Team (0-5 points):

Construction manager, key team members, and the construction company's qualifications; defined responsibilities; key team member's experience working together (continuity). Note team members with relevant experience with federally-funded projects involving regulations such as Davis Bacon and Section 3 of the Housing and Urban Development Act of 1968 (described above in Section 1 of this RFP).

Project understanding and Value Engineering Approaches (0-5 points):

Demonstrated understanding of the project goals and objectives, potential project risks, and evaluation of value added engineering approaches.

Cost (0-5 points):

Costs will be evaluated based on engineer's estimate, current industry construction bids/proposals and competitiveness with other received proposals.

Proposed Work Schedule and Workload Capacity (0-5 points):

Demonstrated capacity to complete the work by October 31, 2017 and understanding of project components and scheduling.

Upon receipt of proposals, the Coalition and the selection committee will individually review and score each proposal and meet to make a selection. The scores will be compiled in order to rank the applicants from highest to lowest. While price is one of the primary factors in proposal selection, the selection committee will select the lowest responsive and responsible proposer, comparing price with qualifications. The best value contracting company(s) will be selected to enter into a professional services agreement with the Coalition, subject to the approval of the designated selection committee of the Coalition. Interviews may be held with a short-list of top-scoring contracting companies if necessary and/or desired by the selection committee. Interviews will be held on June 30th.

If a contract is to be awarded, it will be awarded to the proposer whose evaluation by the Coalition indicates that it is the lowest responsive and responsible proposer. If the contract is to be awarded, the Coalition shall enter into a change order for the project design phase within sixty (60) days after the selection of contractor date.

At the completion of the project design phase, the project team will develop a schedule and finalize plans and specifications for the project. The contractor will work with project team to finalize unit prices based on the field ready PLAN and SPECIFICATIONS. Original unit prices will be used unless specifically discussed and negotiated by the CONTRACTOR, ENGINEER, and LTWC. Negotiated/verified unit prices may not exceed 15% above the originally proposed cost. Unit costs modifications will not be allowed for bid quantity changes. A third-party evaluator may be used in negotiating/verifying pricing. If contractor and the Coalition cannot come to an agreement on final unit prices at the end of the design phase, then no award will be given for the construction phase. If the contractor and the Coalition successfully negotiate, a NOTICE OF AWARD will be given.

2.10 Rejection of Proposal

If, at a minimum, any of the below-listed items are encountered, then the proposal will be deemed unacceptable.

1. Proposer(s) name is not on the plan holders list (established at the mandatory pre-proposal meeting);
2. Proposal is missing any of the Procurement Forms;
3. Proposal not signed by an authorized person of the corporation or company; and
4. Receipt of addenda not acknowledged by proposer on the proposal;

2.11 Failure to Execute Contract and Furnish Bond

If the successful proposer fails to execute the contract and furnish the performance and payment bonds and certificate of insurance within ten (10) days from the issuance of the notice of award, the proposer shall forfeit the proposal security accompanying the proposal. The proposal security shall be retained as liquidated damages by the Four Mile Fire Protection District, and it is agreed that this said sum is a fair estimate of the amount of damages the Fire District will sustain.

2.12 Confidential Information

Pursuant to the Colorado Open Records Act, C.R.S. §§ 24-72-201 et seq. (“Act”), all information contained in any bid or proposal is subject to public disclosure unless it meets one of the exceptions set forth in the Act. To avoid disclosure of trade secrets, privileged information, or confidential commercial, financial, geological, or geophysical data (“Confidential Information”), the proposer must clearly mark all Confidential Information as such and provide a written, detailed justification with its bid or proposal of the protected nature of the Confidential Information under Colorado law. This justification must address, at a minimum, the specific competitive harm that may result from any disclosure, the intrinsic value of the Confidential Information to the proposer, and any safeguards the proposer uses to protect the Confidential Information from disclosure.

By submitting a proposal, the proposer agrees to hold the Coalition harmless from any claim arising from the release of Confidential Information not clearly marked as such by the proposer or lacking written, detailed justification supported by Colorado law.

FORMS

BEST VALUE BID FORM

CDBG-DR WATERSHED RESILIENCE & NRCS EMERGENCY WATERSHED PROTECTION

IMPLEMENTATION PROJECT:

WALL STREET RESTORATION

(AGREEMENT NO. 14-11.11)

Bid of _____ (hereinafter called "BIDDER"), organized and existing under the laws of the State of _____, doing business as _____, (Corporation, Partnership, Individual).

In conformity with the preliminary CONTRACT DOCUMENTS, listed in the AGREEMENT between the Four Mile Fire Protection District and CONTRACTOR:

(I)(We) hereby certify that this BID is made and submitted without fraud or collusion with any other person, firm, or corporation whatsoever; that an examination has been made of the Site of the WORK and the CONTRACT form, together with the preliminary CONTRACT DOCUMENTS for the improvement.

(I)(We) understand the BIDDER(s) will be evaluated on five criteria based on information submitted in BID(s). The five evaluation criteria are: capability of contractor to perform work, experience and qualifications of proposed construction team, project understanding and value engineering approaches, unit costs, and proposed work schedule and work capacity

(I)(We) understand that the quantities of WORK shown herein are approximate only and are subject to increase or decrease; are to be performed at the unit prices shown on the attached schedule; and that, at the time of the evaluation of BID(s), totals of BID(s) will be based on the correct summation of item totals obtained from the unit prices BID.

(I)(We) understand that after selection of CONTRACTOR a CHANGE ORDER for PROJECT design phase of work will be given. Work performed during the design phase will be done at an hourly rate with a Not to Exceed amount. Work includes attending meetings and providing expertise and knowledge to assist in how to best deliver PROJECT goals. Work may also include equipment or product research, field investigation, permitting, public outreach, coordination, and project partnering activities.

(I)(We) understand at the completion of the PROJECT design phase, the project team will develop a bid schedule and finalize PLANS and SPECIFICATIONS for the PROJECT. CONTRACTOR will work with project team to finalize unit prices based on the field ready PLAN and SPECIFICATIONS. A third-party evaluator may be used in negotiating/verifying pricing. If CONTRACTOR and the Coalition cannot come to an agreement on unit prices at the end of the design phase, then no AWARD will be given for the construction phase. If CONTRACTOR and the Coalition successfully negotiate, NOTICE OF AWARD will be given.

(I)(We) propose to furnish all necessary machinery, equipment, tools, labor, and other means of construction and to furnish all materials specified, in the manner and at the time prescribed, all in accordance with the terms of the CONTRACT DOCUMENTS.

(I)(We) further propose to do all extra work that may be required to complete the contemplated improvement, at unit prices, lump sums, or time and materials to be agreed upon in writing prior to starting such WORK.

(I)(We) further propose to execute the AGREEMENT and BOND(s) within ten (10) days after receiving written NOTICE OF AWARD.

(I)(We) further propose to perform all WORK in accordance with the CONTRACT DOCUMENTS and in a good and workmanlike manner, and to renew or repair any WORK that may be rejected due to defective materials or workmanship, prior to final completion and acceptance of the PROJECT by the Four Mile Fire Protection District and Watershed Coalition.

BIDDER acknowledges receipt of the following ADDENDA:

No. _____, dated _____, 20____ No. _____, dated _____, 20____
 No. _____, dated _____, 20____ No. _____, dated _____, 20____
 No. _____, dated _____, 20____ No. _____, dated _____, 20____

Evaluation Factor 1: Contractor Experience and Ability of Contractor to Perform Work

Provide information on a minimum of six projects in the table below. In addition, for each project please provide and attach the following:

- Narrative of project work and key components.
- Client contact information for each project.
- Up to 3 photos of completed work.

Previous Project Experience Chart						
No.	Project Name	Owner	Owner's Contact	Cost	Major Work Elements <small>(see key below)</small>	Alternative Delivery Approach Used (y/n)
1						
2						
3						
4						
5						
6						

Major Work Element Key (use for column 6)

1. Stream Grading
2. Instream Structures
3. Large Woody Material
4. Stream Stabilization
5. Sediment Removal
6. Bioengineering
7. Revegetation
8. Water Control
8. Federally Funded
9. Davis Bacon Compliance
10. EWP

Evaluation Factor 2: Experience and Qualifications of Proposed Construction Team

Provide information for key individuals proposed to be used for this project in the table below.

Proposed Project Team Members			
Name	Position	Years with Company	Projects Worked on (use project No. above)

Evaluation Factor 3: Project understanding and Value Engineering Approaches

Evaluation Factor 4: Unit Costs

Provide unit costs on the UNIT PRICE BID SCHEDULE. Excel spreadsheet included as a separate attachment.

Evaluation Factor 5: Proposed Work Schedule and Workload Capacity

For purposes of this project, the proposed schedule is as follows:

Permit Completion and Final Design Revisions: 30 days from NTP

Construction Phase: 30 days from NTP to end of October 31, 2017

Construction Duration: **Construction must be completed by the end of October.**

Provide explanation of workload capacity and commitment to perform work within the required time frame. Attach a proposed construction schedule with the proposal.

UNIT PRICE BID SCHEDULE

BIDDER agrees to perform all the WORK described in the CONTRACT DOCUMENTS per the unit prices provided on the attached BID SCHEDULE:

Item No.	Line Item	Unit	Quantity		
				Unit Cost	Total
BASE BID					
Task 1: General and Grading					
1	Mobilization				
1.1	<i>Mobilization</i>	LS	1	\$	-
2	Erosion Control				
2.1	<i>Erosion Control</i>	LS	1	\$	-
3	Construction Surveying				
3.1	<i>Construction Surveying (Layout & Staking & As-Builts)</i>	LS	1	\$	-
4	Dewatering/Water Control				
4.1	<i>Dewatering/Water Control</i>	LS	1	\$	-
5	Traffic Control				
5.1	<i>Traffic Control</i>	LS	1	\$	-
6	Excavation and Embankment				
6.1	<i>Unclassified Excavation- Complete in Place</i>	CY	1590	\$	-
6.2	<i>Unclassified Excavation-With Export of Excess Material</i>	CY	3730	\$	-
6.3	<i>Unclassified Excavation-Sort and Stockpile Rock - generate Boulder and Cobble for reuse on-site in Boulder Structures and for Fine Grading</i>	CY	1750	\$	-
6.4	<i>Unclassified Excavation- Sort and Stockpile Topsoil/Native Soil</i>	CY	400	\$	-
6.5	<i>Unclassified Excavation-Fine Grading</i>	LF	4150	\$	-
				Task 1 Subtotal:	\$ -
Task 2: Stabilization					
7	Boulders				
7.1	<i>Boulder Cascade - Installation only</i>	EA	5	\$	-
7.2	<i>Hardened Riffle Crests - Installation only</i>	EA	6	\$	-
7.3	<i>Bank Stabilization Treatment: Boulder-Cobble Toe - Installation only</i>	LF	1724	\$	-
7.4	<i>Bank Stabilization Treatment: Stacked Boulder Toe with Willows- Installation only</i>	LF	425	\$	-
7.5	<i>Bed Stabilization Treatment: Cobble Bar Sill- Installation only</i>	EA	12	\$	-
7.6	<i>Bed and Bank Stabilization Treatment: Rock Cross Vane - Materials, Import, and Installation</i>	EA	2	\$	-
7.7	<i>Bed and Bank Stabilization Treatment: Rock J-Hook - Materials, Import, and Installation</i>	EA	2	\$	-
7.8	<i>Floodplain Stabilization Treatment: Overflow Channel Bed Layer - Installation only</i>	CY	200	\$	-

8	Large Woody Material (LWM) Features				
8.1	Rootwad - Installation Only	EA	25		\$ -
8.2	Large Wood Complex- Installation Only	EA	2		\$ -
8.3	Floodplain Wood- Installation Only	EA	20		\$ -
8.4	Willow Toe - Installation Only	LF	1250		\$ -
8.5	Large Woody Material - Material for bid Items 8.1-8.4, to be provided by owner	EA	95	\$ -	\$ -
9	Riprap				
9.1	Riprap (12 Inch) - Materials and Import for Boulder Cascade Pad	CY	500		\$ -
9.2	Void-Filled Riprap (12 Inch) for Rip Rap Pad- Materials, Import, and Installation	CY	100		\$ -
Task 2 Subtotal:					\$ -
Task 3: Debris Removal					
10	Clearing and Grubbing				
10.1	Clearing and Grubbing	AC	5.74		\$ -
10.2	Debris Removal - landfill disposal of trash (sediments under Item 3 Excavation)	LOAD	4		\$ -
11	Removal of Structures and Obstructions				
11.1	Tree Removal	EA	110		\$ -
Task 3 Subtotal:					\$ -
Task 4: Revegetation					
12	Vegetation				
12.1	Seeding (Zone B & C) acquisition, shipping, and installation	AC	3.24		\$ -
12.2	Seeding (Upland) acquisition, shipping, and installation	AC	2.50		\$ -
12.3	Willow Cuttings (48-inch cuttings) acquisition, shipping, and installation	EA	476		\$ -
12.4	Willow Cuttings (48-inch cuttings) acquisition and shipping	EA	6985		\$ -
12.5	Willow Cuttings (48-inch cuttings) installation	EA	300		\$ -
12.6	Cottonwood Cuttings (60-inch cuttings) acquisition, shipping, and installation	EA	50		\$ -
12.7	Cottonwood Cuttings (60-inch cuttings) installation	EA	150		\$ -
12.8	Nursery Stock Deep Rooted Container (D-10) acquisition, shipping, and installation	EA	915		\$ -
12.9	Nursery Stock Deep Rooted Container (D-40) acquisition, shipping, and installation	EA	3487		\$ -
12.10	Mulching (Woodstraw) acquisition and installation of woodstraw	AC	5.74		\$ -
12.11	Soil Conditioning (Biocomp/Biosol) acquisition and installation	AC	5.74		\$ -
12.12	Vegetation Maintenance (Containerized Stock Watering/Maintenance during and after installation)	LS	1		\$ -

13	Geotextiles				
13.1	<i>Bank Stabilization Treatment - Koirmat 700 with stakes - materials and installation</i>	SY	2500		\$ -
13.2	<i>Bank Stabilization Treatment - Biodegradable Waddles (9-inch) staked - materials and installation</i>	LF	5000		\$ -
				Task 4 Subtotal:	\$ -
				Base Bid Subtotal:	\$ -
Bid Alternatives					
ALT	Alternates				
ALT-1	<i>Diversion Structure</i>	EA	2		
ALT-2	<i>Void-Filled Riprap (18 Inch) - Materials and Import and Installation</i>	CY	100		\$ -
ALT-3	<i>Boulders for Boulder Cascade- Materials and Import (assumes a portion is not available onsite)</i>	TN	125		\$ -
ALT-4	<i>Unclassified Excavation-With Export of Excess Material (additional)</i>	CY	2000		\$ -
ALT-5	<i>Nursery Stock Deep Rooted Container (D-60) acquisition, shipping, and installation</i>	EA	3500		\$ -
				Bid Alternatives Total:	\$ -
Total Cost:					
\$ -					

TOTAL OF BASE BID: \$ _____
(Numbers)

_____ Dollars
(Words)

BIDDER STATES THAT:

1. MAJOR MATERIAL AND EQUIPMENT
SUPPLIERS ARE:

MATERIAL THEY WILL SUPPLY:

2. MAJOR SUBCONTRACTORS ARE:

WORK THEY WILL PERFORM:

ATTEST:

By: _____
(Signature)

Name: _____
(Print)

(SEAL)

CONTRACTOR:

Company Name (Print)

By: _____
(Signature)

Name: _____
(Print)

Title: _____

Address: _____

Date: _____

PROJECT FORMS AND EXHIBITS

4.0 [Project Design Plans](#) (also included as a separate attachment).

4.1 Project Construction Specifications

4.2 Sample Construction Contract

4.3 Supplemental Exhibits

- Bid for Unit Cost Price- Exhibit L
- Bid Bond Form- Exhibit M
- Performance and Payment Bonding Requirements- Exhibit N
- Consultant and Subcontractor Certifications- Exhibit O
 - Equal Employment Opportunity – Executive Order 11246
 - Section 3 & Segregated Facilities Certification
 - Noncollusion Affidavit of Prime Contractor
- Federal LABOR Standards Provisions-Exhibit I.1
- Davis Bacon Wage Determination
 - Heavy Construction Projects 5/19/2017

TECHNICAL SPECIFICATIONS
FOR
EWP – WALL STREET RECOVERY PROJECT
FOURMILE WATERSHED COALITION

GENERAL

All work shall be completed in accordance with the Colorado Department of Transportation (CDOT) Standard Specifications for Road and Bridge Construction (2011). The Contractor shall use the 2011 CDOT specifications for the subject work, with the following exceptions as amended below and additional Project Special Provisions.

Per CDOT Section 105.09, in case of a discrepancy the order of precedence is as follows:

- 1) Special Provisions
 - a. Project Special Provisions
 - b. Standard Special Provisions
- 2) Plans
 - a. Detailed Plans
 - b. Standard Plans
- 3) Supplemental Specifications
- 4) Standard Specifications

Per CDOT Section 105.09, “the Contractor shall not take advantage of any apparent error or omission in the Contract. If the Contractor discovers an error or omissions, the Engineer shall immediately be notified. The Engineer will make corrections and interpretations as necessary to fulfill the intent of the Contract.”

PROJECT SPECIAL PROVISIONS

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NOTICE TO BIDDERS

The proposal guaranty shall be a bid bond in the amount of five percent (5%) of the Contractor's total bid. Pursuant to Subsections 102.04 and 102.05, it is recommended that bidders on this project review the work site and plan details. Prospective bidders shall contact the following authorized Fourmile Watershed Coalition representative with any project specific questions.

Coalition Project Manager

Contact: Maya MacHamer
Office Phone: 303-817-2261
1740 Fourmile Canyon Dr.
Boulder, Co. 80302

On-Site Project Manager

Contact: Katie Jagt, Rachel Williams, or Julie Ash
Cell Phone: (720) 308-5505

The above referenced individuals are the only representatives with authority to provide any information, clarification, or interpretation regarding the plans, specifications, and any other contract documents or requirements. Contact with any other employee of the coalition or any other individuals regarding this project, is not authorized. Any information obtained from other than the authorized Fourmile Watershed Coalition representative, shall be considered invalid in the preparation of a proposal for this project.

All references to the Colorado Division of Highways, Colorado Department of Transportation, and/or Department or Division shall also mean Fourmile Watershed Coalition.

COMMENCEMENT AND COMPLETION OF WORK

The Contractor shall substantially complete the work on or before 220 calendar days from the date of signature of the Financial Assistance (FA) agreement between the Natural Resources Conservation Service (NRCS) and the Colorado Water Conservation Board (CWCB), except for temperature sensitive landscaping items.

Salient features to be shown on the Contractor's Progress Schedule are:

1. Permitting
2. Clearing and grubbing
3. Earthwork
4. Channel work and stabilization
5. Topsoil and revegetation
6. Construction as-builts

Subsection 108.03 shall include the following:

The Contractor shall complete all work within 220 working days from the date of signature on the Financial Assistance (FA) agreement between the Natural Resources Conservation Service (NRCS) and the Colorado Water Conservation Board (CWCB) in accordance with the "Notice to Proceed."

**REVISION OF SECTION 101 —
DEFINITIONS AND TERMS**

Technical Specifications related to construction materials and methods for the Work embraced under this Contract shall consist of the "Colorado Department of Transportation's Standard Specifications for Road and Bridge Construction", dated 2011. Certain terms utilized in the Specifications referred to in the paragraph above shall be interpreted to have different meanings within the scope of this Contract. A summary of redefinitions follows:

Section 101 of the Standard Specifications is hereby revised for this project as follows:

Subsection 101.01: Abbreviations.

"NRCS" Natural Resources Conservation Service

"CWCB" Colorado Water Conservation Board

Subsection 101.28: "Department" shall mean Fourmile Watershed Coalition.

Subsection 101.29: "Chief Engineer" shall mean the Engineer, Fourmile Watershed Coalition or their designated representative. The Engineer who designed the project acting directly or through an authorized representative, who is responsible for engineering and administrative supervision of the project.

Subsection 101.47: "Project Engineer" or "Project Manager" shall mean the Engineer, Fourmile Watershed Coalition or their designated representative.

Subsection 101.68: "State" shall Fourmile Watershed Coalition (where applicable).

REVISION OF SECTION 105 –CONTROL OF WORK

Section 105 of the Standard Specifications is hereby revised for this project as follows:

Subsection 105.09 shall have the second paragraph replaced as follows:

In case of discrepancy the order of precedence is as follows:

- (a) Special Provisions
 - 1. Project Special Provisions
 - 2. Standard Special Provisions
 - 3. Fourmile Watershed Coalition Special Provisions
- (b) Plans
 - 1. Detailed Plans
 - 2. CDOT Standard Plans
- (d) Supplemental Specifications
- (e) Standard Specifications

A hard copy of the Fourmile Watershed Coalition Special Provisions may also be obtained from the Fourmile Watershed Coalition.

**REVISION OF SECTION 107–
LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC**

Section 107 of the Standard Specifications is hereby revised for this project as follows:

107.02 PERMITS, LICENSES, AND TAXES

Subsection 107.02 shall include the following:

Unless otherwise specified, the Contractor shall procure all required permits and licenses; pay all charges, fees, and taxes, including permits procured for this project by others; and give all notices necessary and incidental to the due and lawful prosecution of the work. The costs of these permits will not be paid for separately, but shall be included in the work.

Prior to beginning work, the Contractor shall furnish the Engineer with a written list of all permits required for the proper completion of the contract. The list shall clearly identify the types of permits that must be obtained before work on any particular phase or phases of work can be started. Copies of the fully executed permits shall be furnished to the Engineer upon request.

The Contractor shall obtain, but not limited to, the following permits:

1. Storm Water Discharge Permit CDPHE
2. Construction Dewatering Wastewater Discharge Permit CDPHE
3. State Department of Revenue Tax Exempt Permit (See Boilerplate)
4. Boulder County Stream Restoration Permit. Floodplain Development Permit has already been applied for by the Engineer. Contractor must address remaining requirements including grading permit, erosion control, traffic management, haul routes, and all other necessary information required by Boulder County to obtain permit approval.

107.12 Protection and Restoration of Property and Landscape

Subsection 107.12 shall include the following:

The Contractor shall protect in place existing riparian, wetlands, and other vegetation, except for those what must be removed to accommodate construction of the project. The Contractor shall fence specific areas of vegetation to be protected in the field as shown in the plans or as directed by the Engineer.

The Contractor shall perform all the work in such a manner that the least environmental damage will result. Any questionable areas or items shall be brought to the attention of the Engineer for approval prior to vegetation removal or any damaging activity. Damaged or destroyed fenced trees, shrubs, or wetlands, which could have been avoided as determined by the Engineer, shall be replaced in kind at the expense of the Contractor.

If the protective vegetation fence is knocked down or destroyed by the Contractor, the Engineer will suspend the work, wholly or in part, until the fence is repaired to the Engineer's satisfaction. Replacement of the protective fence shall be at the Contractor's expense. Time lost due to such suspension will not be considered a basis for adjustment of time charges, but will be charged as contract time.

**REVISION OF SECTION 107—
WATER QUALITY CONTROL**

Subsection 107.25 (b) *Construction Requirements* is hereby revised to include the following:

25. This project is subject to permits with the Colorado Department of Health for Stormwater Discharges and Dewatering Discharges Associated with Construction. Activities. The permits shall be obtained by the Contractor. The Contractor shall prepare all applications required and submit to the Colorado Department of Health. The Contractor shall submit a copy of certification of the permit to the Engineer prior to the start of construction. The Contractor is responsible for all application permit fees.

26. This project is subject to US Army Corps of Engineers Nationwide 404 Permit 37 for Emergency Watershed Protection and the Pre-Construction Notification for the EWP Program Wall Street Project dated March 6, 2017.

For information on required steps to secure the Stormwater Discharge Permit and the Construction Dewatering Permit, the Contractor shall contact:

Colorado Department of Public Health and Environment
WQCD-P-B2
4300 Cherry Creek Drive South
Denver, CO 80246-1530
Attn: Permits Unit, c/o Nathan Moore
Phone: (303) 692-3555

**REVISION OF SECTION 108 –
PROSECUTION AND PROGRESS**

Section 108 of the Standard Specifications is hereby revised for this project as follows:

108.03 SCHEDULE

Subsection 108.03 shall include the following:

Salient features to be shown on the Contractor's Progress Schedule are as shown in Commencement and Completion of Work.

**REVISION OF SECTION 201 —
CLEARING AND GRUBBING**

Section 201 of the Standard Specifications is hereby revised for this project as follows:

DESCRIPTION

Subsection 201.01 is replaced with the following:

The work consists of clearing of vegetation within the limits of grading areas, staging areas, and access routes, including trees and shrubs up to 6-inches in diameter (as measured from 4.5 feet up from the ground). Vegetation and objects designated to remain shall be preserved free from injury or defacement, including the limbs and rootwads of large wood.

CONSTRUCTION REQUIREMENTS

Subsection 201.02 shall include the following:

The Contractor shall retain and stockpile rocks and large boulders encountered during clearing and grubbing for reuse in structures and bank protection (Refer to Revision of Section 506-Boulders).

The Engineer and/or Ecologist shall flag vegetation that shall not be disturbed before construction begins. The Contractor shall not disturb existing stands of vegetation that have been flagged for protection. The Contractor shall review flagged vegetation stands with the Engineer and/or Ecologist prior to the start of work. No flagged vegetation shall be removed unless explicitly directed by engineer and documented by email to Owner and Engineer before removal. If flagged trees are removed, contractor shall be responsible for providing replacement trees at a value determined by the project ecologist.

The Contractor shall retain and stockpile large wood (downed trees), that meet the specifications in Section 202, encountered during clearing and grubbing for reuse or for Owner use (refer to Revision of Section 202). The limbs and rootwads of large wood material shall remain intact. Removal of woody material for beneficial reuse onsite or in the vicinity will be paid for under Section 202.

BASIS OF PAYMENT

Payment for temporary construction fencing shall be included under Item 626-Mobilization.

Subsection 201.04 shall include the following:

Payment will be made under:

Pay Item

Clearing and Grubbing

Pay Unit

Acre

**REVISION OF SECTION 201—
REMOVAL OF DEBRIS**

Section 201 of the Standard Specifications is hereby revised for this project to include the following:

Subsection 201.01 shall include the following:

This work includes, but is not limited to, the removal of flood generated debris. Debris is defined as concrete, asphalt, rebar, trash, plastic, fencing, wire, as well as building, deck, shed, and vehicle remnants, and all other debris that are not designated or permitted to remain, as shown in the Plans or as directed by the Engineer.

Except in areas to be excavated, the resulting trenches, holes, and pits shall be backfilled and revegetated at no additional cost to the project.

CONSTRUCTION REQUIREMENTS

Subsection 201.02 shall include the following:

The Contractor shall submit to the Engineer methods that will be utilized to remove debris along the project corridor. Methods proposed by the Contractor will need approval by the Engineer, especially for areas that impact the active stream environment.

Before seeding and mulching, the project area shall be reviewed and all visible debris, as defined above, shall be removed by Contractor.

METHOD OF MEASUREMENT

Subsection 201.03 shall include the following:

Removal of debris will be measured per load based on a standard tandem dump truck estimated at 10 cubic yards. The Contractor and Engineer shall agree on the number of loads and the amount of each load prior to each load leaving the site.

BASIS OF PAYMENT

Subsection 201.04 shall include the following:

The accepted quantities to complete removals as identified will be paid for on a unit price for all work required to remove and dispose of debris from the site.

Pay Item

Removal of Debris

Pay Unit

Load

**REVISION OF SECTION 202 —
REMOVAL OF STRUCTURES AND OBSTRUCTIONS**

Section 202 of the Standard Specifications is hereby revised for this project as follows:

Subsection 202.02 is shall include the following:

The Contractor shall remove all trees greater than 6 inches in diameter (as measured 4.5 feet up from the ground) designated for removal or as directed by the Engineer. Select trees to be removed shall be beneficially reused on-site for rootwad construction (see Revision of Section 214 for Large Woody Debris and rootwad specifications). Trees removed that are not designated for use in rootwad construction shall be legally disposed of off-site unless designated for additional on-site use by the Engineer or for other use by Owner.

The Engineer and/or Ecologist shall flag vegetation that shall not be disturbed before construction begins. No flagged vegetation shall be disturbed or removed unless explicitly directed by engineer and documented by email to Owner and Engineer before removal. The Contractor shall review flagged vegetation stands with the Engineer and/or Ecologist prior to the start of work in each work area.

BASIS OF PAYMENT

Subsection 202.12 shall include the following:

Payment will be made under:

Pay Item

Remove Tree

Pay Unit

Each

**REVISION OF SECTION 203 —
EXCAVATION AND EMBANKMENTS (UNCLASSIFIED EXCAVATION)**

Section 203 of the Standard Specifications is hereby revised for this project as follows:

DESCRIPTION

Subsection 203.02 shall include the following:

Unclassified Excavation – General This work consists of excavation of material within the Upper Fourmile Creek channel and floodplain, as well as, disposal of excess material off-site. This work includes the sorting and stockpiling of in-situ riprap, larger, alluvial rounded rock and boulder material located in the existing river bottom, banks, floodplain, and soil piles, to be used in later stages of construction to form river features (see Section 506–Boulders) as well as sorting, stockpiling, and placing native soils.

CONSTRUCTION REQUIREMENTS

Subsection 203.04 (General) shall include the following:

The proposed haul route shall use Fourmile Canyon Drive. Hours of hauling shall be from 8:00 AM to 4:00 PM to limit impacts on regular vehicular traffic. Roadway conditions prior to work shall be photo documented. Contractor to obtain an oversize, overweight permit issued by Boulder County Transportation, if applicable to Contractor fleet; contractor shall determine if the permit is necessary (contact Rocky Milano at 303-682-6737).

Subsection 203.05 (Excavation) shall include the following:

Final grade cuts and fills shall not be steeper than 1.5: 1. The typical floodplain bench grading dimensions shown in the planset shall be field fit to tie into existing topography at slopes less steep than 3:1. The grading limits shown in the plan set shall be field fit based on-site specific conditions at the direction of the Engineer. The proposed channel and floodplain shall be formed according to the typical sections and grading contours as shown in the Plans or as directed by the Engineer. To the greatest extent practicable, all grade breaks shall be rounded.

Existing river conditions prior to mass grading shall be carefully documented with photographs or other approved method. Contractor shall confirm existing conditions represent design plans prior to all road revetment and mass grading activity.

Riprap materials (competent angular, sub-angular materials, and cobbles conforming to the requirements of Section 506 (Riprap)) shall be retained for re-grading and re-use on the Project; All rounded large cobbles (greater than 12-inch) and boulders suitable for use with in-channel Boulder Features (as shown in the Plans; see Section 506–Boulders) shall be removed and stockpiled as close to the work area as possible.

Where native soil or topsoil exists, the soil shall be removed and stockpiled and reapplied to graded surfaces.

The final compaction level of graded areas shall be consistent with the intent to re-establish vegetation. Final surfaces shall have no visible track marks, tire marks, or excavation scars, and shall be roughened. Final compaction level and surface condition shall be approved by the Engineer.

The Engineer may direct the creation of micro-topography at their discretion to create small-scale stream channel and landscape features not shown on the plan set provided they are in-line with the vision of the project and not time intensive.

BASIS OF PAYMENT

Subsection 203.14 shall include the following:

When grading is either partially or entirely complete and Engineer has approved grading, contractor shall estimate the volume (CY) of excavation in a method approved by the Engineer.

Unclassified Excavation- Complete in Place, includes the total volume excavated and reshaped into the final dimensions of the channel and floodplain in cubic yards. *Complete in Place* is defined by the entirety of the project limits, not the limits of the work area, zone, or reach. The work to be paid under pay item *Unclassified Excavation, Complete in Place* consists of excavation, placement, and compaction of material to be handled as part of channel grading, floodplain grading, and excavation to install structures.

Unclassified Excavation-With Export of Excess Material includes haul away of any excess material to an approved and legal on-site or off-site location. The work to be paid under *Unclassified Excavation with Export of Excess Material* consists of excavation, hauling, and disposal of excess cut material that is not used as fill.

Unclassified Excavation-Sort and Stockpile Rock includes the detailed sorting, stripping, stockpiling and final placement of select existing rock materials necessary to construct the Boulder Features (Section 506–Boulders), provide ballast and anchoring for the Large Wood Structures and Rootwads (Section 214-Large Wood Structures), and install in the channel as habitat rocks, bank features, and floodplain features as described in Section 203-Final Grading. Sorting and stockpiling of river rock material is measured by the mass of material stockpiled in CY based on field estimates.

Unclassified Excavation- Sort and Stockpile Native Soil includes the detailed stripping, stockpiling and final placement of native soils as described above. Sorting and stockpiling of native soil material is measured by the volume of material stockpiled in cubic yards, based on field estimates.

Pay Item

Unclassified Excavation-Complete in Place
Unclassified Excavation-With Export of Excess Material
Unclassified Excavation-Sort/Stockpile Rock
Unclassified Excavation- Native Soil

Pay Unit

Cubic Yards
Cubic Yards
LS
Cubic Yards

**REVISION OF SECTION 203—
UNCLASSIFIED EXCAVATION (FINE GRADING)**

Section 203 of the Standard Specifications is hereby revised for this project to include the following:

DESCRIPTION

Subsection 203.02 shall include the following:

Rough Grading. This work consists of the final excavation and fills (shaping) of the reconstructed Upper Fourmile Creek channel bottom, banks, and floodplain as shown on the plans, after Rough Grading has been completed (see Revision of Section 203 Excavation and Embankments (Unclassified Excavation)). The work includes of fine grading to create riffles, pools, and a low flow channel at the locations and with the typical dimensions indicated on the planset. The Engineer may provide additional direction in the field on the location and dimensions of these channel features. Per the Revision of Section 203 (Unclassified Excavation), the Engineer may direct the creation of micro-topography at their discretion to create small-scale stream channel and landscape features not shown on the plan set.

CONSTRUCTION REQUIREMENT

Subsection 203.05 shall include the following:

Unclassified Excavation-Fine Grading. Channel Grading is performed in multiple steps; the first steps are described in Revision of Section 203 (Unclassified Excavation). After major cuts and fills are completed, rock placement, wood placement, and excavation in the bottom and along the banks and floodplain of the multi-stage channel (approximately 20' - 30' wide) will be completed. The channel bottom will be reshaped by excavating 12"-24" (typical) deep pools, as shown on the plans, and as directed by Engineer. This excavated material will then be placed and graded into slightly elevated areas adjacent to the low flow channel as directed by the Engineer. The placed material is then track packed. This work is followed by (or concurrent) with the placement of boulder features with the initially harvested materials described in Revision of Section 203 (Unclassified Excavation). Most of this work is performed by utilizing an excavator equipped with a thumb and assisted by either a second excavator, loader, tracked skid steer or small dozer. Fine Graded channel elements shall be inspected and approved by the Engineer.

The specific location of certain weir crests and pool tail-outs may be adjusted under the supervision of the Engineer to better match existing conditions and minimize bed disturbance if field conditions differ from the existing conditions shown in the planset. In particular, profile changes in critical areas near bends or structures must be approved by the Engineer (refer to Revision of Section 506 (In-Channel Boulder Features) for information on step structure construction).

Bed material cut during fine channel grading shall be used as the fill for areas in the channel and adjacent floodplain.

METHOD OF MEASUREMENT

Subsection 203.13(a) shall include the following:

Unclassified Excavation-Fine Grading is measured by the linear foot, measured along the project stationing, rounded to the nearest 10-foot increment. The payment includes work in the channel, on the channel banks, and throughout the floodplain, as applicable.

BASIS OF PAYMENT

Subsection 203.14 shall include the following:

Payment includes the excavation of the low flow channel and pools, and the subsequent placement of excavated material into areas requiring alluvial fill in the vicinity of the excavations, to shape the overall low flow channel, based on plan quantity.

Pay Item	Pay Unit
Unclassified Excavation (Fine Channel Grading, Complete in Place)	LF

**REVISION TO SECTION 208 —
EROSION CONTROL**

DESCRIPTION

Subsection 208.01 shall include the following:

The Contractor shall develop a Stormwater Management Plan (SWMP) and obtain a construction stormwater permit and construction dewatering permit from Colorado Department of Health and Environment as applicable.

Erosion control measures shall be installed and maintained in the locations specified and as described in the SWMP. Erosion control measures will consist of, but are not limited to vehicle tracking control, silt fence, erosion control log, check dam, surface roughening, erosion control blanket, dewatering well points, diversion ditches, concrete washout areas or other approved measures needed to satisfy the requirements of the stormwater and construction dewatering permits.

CONSTRUCTION REQUIREMENTS

Subsection 208.06 shall include the following:

Biodegradable hydraulic fluids shall be used for all heavy machinery. Contractor will comply with equipment cleaning protocols to prevent the spread of New Zealand Mud Snails, other aquatic nuisance species (hitchhikers), and noxious plant species prior to entering the site per requirements of the 404 Permits (details provided at the end of this specifications package).

A spill kit, including absorbent socks and booms, shall be kept on-site during all work with machinery (emergency pollutant isolation and clean-up materials, with procedures). All crew members shall be trained on how to use the spill kit equipment and where the materials are kept on-site. Engineer to approve Contractor plan for leaking equipment extraction from river (spill plan information to be included in SWMP).

Vehicle tracking pads are required to prevent tracking debris on Fourmile Canyon Drive.

BASIS OF PAYMENT

Subsection 208.12 shall include the following:

Erosion Control shall include all materials and work necessary to satisfy the requirements of the stormwater and construction dewatering permits.

Pay Item
Erosion Control

Pay Unit
Lump Sum

**REVISION OF SECTION 211—
DEWATERING**

Section 211 is hereby added to the Standard Specifications for this project as follows:

This work consists of dewatering temporary excavations in accordance with Colorado Department of Health and Environment dewatering regulations to facilitate construction activities.

MATERIALS

The Contractor shall provide all required materials and equipment to facilitate dewatering. On-site materials meeting specifications may be used within the limits of construction to construct temporary dams and berms. Other materials such as plastic sheeting and sand bags may also be used if desired by the Contractor.

CONSTRUCTION REQUIREMENTS

The Contractor shall dewater, by pumping or by excavating trenches leading to a positive gravity outlet.

General: For all work, the Contractor shall provide suitable equipment and labor to remove water, and shall keep the excavations dewatered so that construction can be carried on under dewatered conditions where required by the Plans or as directed by the Engineer. Water control shall be accomplished such that no damage is done to adjacent banks or structures. The Contractor is responsible for investigating and being familiar with all site conditions that may affect the work including surface water and the level of groundwater and the time of year the work is to be done. All excavations made as part of dewatering operations shall be backfilled with the same type material as was removed and compacted to 95 percent of maximum density (ASTM D698) or to 75 percent relative density (ASTM D2049), except where replacement by other materials and/or methods are required. Contractor is responsible for all applicable permits related to dewatering and water control throughout the project site.

Surface Water Control: Surface water control generally falls in to the following categories:

- 1) Normal low flows along the Upper Fourmile Creek River;
- 2) Storm/flood flows along the Upper Fourmile Creek River;
- 3) Flows from existing storm drains; and
- 4) Local surface inflows.

The Contractor shall coordinate, evaluate, design, construct, and maintain temporary water control conveyance systems, as required. These systems will not worsen flooding, alter major flow paths, or worsen flow characteristics during construction. The Contractor is responsible to ensure that any such worsening of flooding does not occur. The following is approximate storm flow data for the Upper Fourmile Creek River and is for information only. The hydrology was obtained from the Colorado Department of Transportation and Colorado Water Conservation Board hydrologic restudy of the Upper Fourmile Creek canyon. The following 10-year through 100-year flows were determined in the, Boulder Creek Hydrologic Analysis Final Report Colorado Department of Transportation, August 2014 performed by Jacobs Consulting Engineers. Baseflows and 2-year flows were determined through gauge data, USGS streamstats, and the 30% design study performed by Michael Baker International.

Winter Baseflow	1 cfs
Summer Baseflow	6 cfs
2-year Flood	175 cfs
10-year Flood	400 cfs
25-year Flood	789 cfs
50-year Flood	1209 cfs
100-year Flood	1734 cfs

The 100-year flood flow has a one percent probability of being equaled or exceeded in any given year.

The Contractor will be responsible for diverting surface flow around the construction area so that the excavation for boulders and riprap remain free of surface water for the time it takes to install these materials.

The Contractor shall, at all times, maintain a flow channel or route for the Upper Fourmile Creek River. Temporary structures such as berms, sandbags, pipeline diversions, etc., shall be permitted for the control of creek flow, as long as such measures are not a major obstruction to flood flows, do not worsen flooding, or alter historic flow routes. Existing trees and vegetation should be preserved. In the event existing trees or vegetation require removal for dewatering operations, no such removal can occur without the approval of the Engineer.

Groundwater Control: The Contractor shall install adequate measures to maintain the level of groundwater below the foundation subgrade elevation and maintain sufficient bearing capacity for structures, pipelines, earthwork, and rock work. Such measures may include, but are not limited to, installation of perimeter subdrains, pumping from drilled holes or by pumping from sumps excavated below the subgrade elevation. The foundation bearing surfaces are to be kept dewatered and stable until the structures or other types of work are complete and backfilled. Disturbance of foundation subgrade by Contractor operations shall not be considered as originally unsuitable foundation subgrade and shall be repaired at Contractor's expense.

Special Dewatering Provisions for Instream Structures: The Contractor shall isolate the work area from surface waters, and then draw down the groundwater level to an elevation below subgrade in a manner which will prevent "quick" conditions. The dewatering operation will be continuous, 24 hours per day, until the affected portion of the drop structures is complete and the groundwater level can be allowed to rise without endangering the stability of existing or new structures.

The Contractor should anticipate that even with the groundwater level lowered below subgrade where boulders and riprap is to be placed, conditions will be moist and possibly soft and easily disturbed by his activities. The Contractor is responsible to control such conditions and prevent loosening of the subgrade material and refrain from activities which would make the materials more permeable and/or inadequate to support the structure.

The Contractor may use special drain zones in his design for dewatering trenches or well points, as long as the system does not harm the permanent weep drain system or toe drain filter system's effectiveness. Any temporary dewatering trenches or well points will be restored following dewatering operations to reduce permeability in those areas as approved by the Engineer. Dewatering trenches are not acceptable on the drop slope where they may compromise the integrity of the sloped subgrade material.

METHOD OF MEASUREMENT

Dewatering will not be measured, but will be paid for on a Lump Sum basis.

BASIS OF PAYMENT

Pay Item	Pay Unit
Dewatering	Lump Sum

**REVISION OF SECTION 212 —
SEED AND SOIL CONDITIONING**

Section 212 of the Standard Specifications is hereby revised for this project as follows:

DESCRIPTION

Subsection 212.01 is replaced with the following:

The work consists of revegetating all areas that have been disturbed as part of floodplain benching, channel grading, debris removal, staging, construction access, or otherwise. This work also includes revegetation that is specified as part of bank stabilization treatments (refer to Revision of Section 506).

Seeding zones are defined in the plan set and will be delineated in the field by the ecologist.

CONSTRUCTION REQUIREMENTS

Subsection 212.06 shall include the following:

On-site soil shall be top dressed with Biocomp/Biosol, or an approved alternative, in accordance with the Plans.

BASIS OF PAYMENT

Subsection 212.08 shall include the following:

<u>Pay Item</u>	<u>Pay Unit</u>
Seeding, Broadcast, Zone 1	Acre
Seeding, Broadcast, Zone 2	Acre
Seeding, Broadcast, Zone 3	Acre
Seeding, Broadcast, Zone 4	Acre
Soil Amendments	Acre

Payment for Seeding shall include seed acquisition, transport, installation, and all other work necessary to complete the work.

Payment for Soil Amendments shall include amendments acquisition, transport, installation, and all other work necessary to complete the work.

**REVISION OF SECTION 213 —
MULCHING**

Section 213 of the Standard Specifications is hereby revised for this project as follows:

BASIS OF PAYMENT

Subsection 213.05 shall include the following:

Payment for wood straw mulch will be full compensation for all work and materials necessary to furnish apply, and crimp the mulch at the rates specified on the construction plans.

Pay Item

Mulching (Wood straw)

Pay Unit

Acre

**REVISION OF SECTION 214 —
PLANTING**

Section 214 of the Standard Specifications is hereby revised for this project as follows:

DESCRIPTION

Subsection 214.01 shall include the following:

For containerized stock, all plants should be pre-inspected by the planting contractor to help ensure quality, proper hardening (2-week minimum), and species correctness. Any dead, dying, stresses, or badly “root-bound” plants will be rejected. Planting holes should be hand dug or drilled with an auger where necessary to allow deep root penetration and to minimize “j-rooting”. Holes will be dug twice the width and equal to the depth of the root ball of the plant. Holes will be watered before planting, then filled, tamping down the soil to remove air pockets, and watered again immediately.

The work consists of furnishing all plants, labor, materials and equipment and performing all work necessary and incidental to installing container stock, piles and live cuttings as indicated in the plan set.

CONSTRUCTION REQUIREMENTS

Subsection 214.03 shall include the following:

It is recommended that the Contractor source as much of the plant material as possible through the Colorado State Forest Service (CSFS).

BASIS OF PAYMENT

Subsection 214.06 shall include the following:

Payment for plantings will be full compensation for all work and materials necessary to furnish and install said plant.

Pay Item	Pay Unit
Nursery Container Stock (DRC #10)	EA
Nursery Container Stock (DRC #40)	EA
Nursery Container Stock (DRC #60)	EA

**REVISION OF SECTION 214—
WILLOW CUTTINGS AND COTTONWOOD CUTTINGS AND WILLOW TOE**

Section 214 of the Standard Specifications is hereby revised for this project as follows:

Subsection 214.01 shall include the following:

This work consists of furnishing all plants, labor, materials and equipment and performing all work necessary and incidental to installing live willow cuttings and willow toes and cottonwood poles for the stabilization of soil. Willows and cottonwoods may be harvested on-site, if available, from parent material identified by Ecologist. On-site harvesting must have the appropriate property access permission.

Subsection 214.02 shall include the following:

(e) *Willow and cottonwood cuttings*— Willow stakes and cottonwood poles shall be approximately the length specified in the Plans, and between ½ and ¾ inches in diameter. All side branches shall be trimmed. Willow cuttings shall be cut from branches with smooth undamaged bark. Branches with thick, cracked bark shall not be used because they will not re-sprout effectively. Cuttings shall be cut about one foot from the ground. Cuts must be clean, without stripping the bark or splitting the wood. The base cuts shall be at a 45 degree angle to identify the root end of the cutting. The top shall be cut off, with a square cut so that the top of the stake is easily distinguishable from the bottom. Willow cuttings for use in Willow Log do not require specific measurements or trimming, but all side branches shall be trimmed. The harvesting site shall be left clean and tidy, to the satisfaction of the Engineer or Ecologist.

(k) *Transportation*. Immediately after cutting, all live cuttings shall be placed in water so that the cut ends are covered in water, and the cuttings shall be stored in a cool location. Plants shall be stored in containers with water at least one foot deep. The containers shall be continuously shaded and protected from the wind. Cuttings shall be protected from drying at all times.

During transportation, the cuttings shall be placed in containers with water at least 1 foot deep in orderly fashion to prevent damage and to facilitate handling.

Upon arrival at the construction site, cuttings shall be inspected for acceptability. Only healthy, undamaged material will be accepted.

(l) *Installation*. Using a piece of rebar or other mechanical method such as a stinger backhoe attachment or trenching equipment, create a vertical hole or trench deep enough to reach the water table throughout the growing season. Insert about 2/3 of the cutting into the hole/trench so that the end of the cutting is in contact with the water table.

For live cutting and pole installation, contractors should install stakes and poles of adequate length to reach six inches into the low-season water table, with enough stem remaining that no fewer than three to four live buds remain above the ground surface and a minimum of 1 foot of the cutting protrudes from the final grade. The hole should be backfilled with excavated soil, water-in and tamped to remove air pockets.

Subsection 214.06 shall include the following:

Payment will be made under:

Pay Item	Pay Unit
Willow Cuttings	Each
Cottonwood Cuttings	Each
Willow Toe	Lineal Foot

**REVISION OF SECTION 214—
VEGETATION MAINTENANCE**

Section 214 of the Standard Specifications is hereby revised for this project as follows:

Subsection 214.04 (b) 2 shall be replaced with the following:

Watering in Non-irrigated Areas— Deep watering should occur on all container stock within Zones 3 and 4 to ensure plant survival. The contractor should water three times a week for the first four weeks. After the first four weeks, water once a week until the September 1st. After September 1st, water once every other week until the first frost. For year two and three of plant establishment, water once a week from April 15th until September 1st. After September 1st, water once every other week until the first frost, depending on ambient air temperatures.

Subsection 214.06 shall include the following:

Payment will be made under:

Pay Item	Pay Unit
Vegetation Maintenance	Lump Sum

**REVISION OF SECTION 214—
LARGE WOODY MATERIAL (LWM) FEATURES**

Section 214 of the Standard Specifications is hereby revised for this project as follows:

DESCRIPTION

Subsection 214.01 shall include the following:

Large Woody Material (LWM). Large woody material (LWM) are trees or tree trunks, preferentially sourced or harvested on-site with intact root mass, used to construct *Rootwads*, *Floodplain Wood*, and *Large Wood Complexes*. They develop riparian habitat features and for low-flow to bankfull-discharge stabilization and floodplain roughness. LWM installation includes all equipment, materials, labor, and other costs associated with supplying and installing large woody material features as indicated in the plans.

Three types of LWM features are defined below:

Rootwad. A single piece of LWM with rootball intact. Often installed with live willow stakes. *Rootwad* work includes all equipment, materials, labor, and other costs associated with supplying and installing rootwads as indicated in the Plans.

Large Wood Complex. A structure consisting of five or more overlapping pieces of LWM with or without rootballs, as specified in the Plans. Often installed with live willow stakes. *Large Wood Complex* work includes all equipment, materials, labor, and other costs associated with supplying and installing the large wood structure as indicated in the Plans.

Floodplain Wood. A single piece of LWM buried into overbank and floodplain areas. *Floodplain Wood* work includes all equipment, materials, labor, and other costs associated with supplying and installing Floodplain Wood as indicated in the Plans.

MATERIALS

Subsection 214.02 shall include the following:

LWM elements shall not be hollow or rotten and can include bark.

Tree trunks without intact root mass may be substituted with approval of the Engineer if suitable LWM with intact root mass is not available.

LWM may be limbed to 18” maximum length from trunk for transport, handling, and installation. LWM for construction shall include root mass and be measured as follows:

- (1) Diameter: at 4.5 feet from the top of the rootwad.
 - a. Minimum diameter of 6- to 9-inches.
 - b. Nominal diameter of 10- to 12-inches.
- (2) Length: 20 feet (minimum); longer trunk lengths up to the maximum practicable length (assumed 35+ feet) shall be provided. Length to be measured from top of log to bottom of log, which is to include the root wad.

LWM shall be sourced from within the Project, be of non-invasive species, and preferred source from a coniferous tree. If insufficient LWM elements are generated by the Project, then LWM may be imported or replaced with Boulder Features as indicated in the Plans or as directed by the Engineer.

Anchor rocks/boulders used in all LWM construction including for *Rootwad*, *Large Wood Complex*, and *Floodplain Wood* shall be per Revision of Section 506-Boulders and shall be considered subsidiary to the work.

Delivery, Storage, and Handling:

LWM shall be harvested, handled, and stored according to Section 202 Removal of Trees.

The Contractor shall take care to protect the LWM and branches from damage during handling and installation of *the Rootwad*, *Large Wood Structure*, or *Floodplain Wood*.

CONSTRUCTION REQUIREMENTS

Subsection 214.04 shall include the following:

Add the following subsections immediately following subsection 214.04 as follows:

214.041 LWM placement. *Rootwad*, *Large Wood Complex*, and *Floodplain Wood* material shall be placed per the following:

- (a) Place LWM as specified and indicated in the Plans.
- (b) *Rootwads* and the bottom layer of all *Large Wood Complexes* must be installed 1/3 below the baseflow water surface elevation.
- (c) The Contractor shall immediately notify the Engineer if a specified log size is not available.
- (d) The location, element number, and configuration of LWM may vary in field due to site conditions, and the final location of these structures will be approved by the Engineer in the field prior to construction. After construction, final numbers of installed *Rootwad*, *Large Wood Complex*, and *Floodplain Wood* shall be totaled for payment.
- (e) All *Rootwad*, *Large Wood Complex*, and *Floodplain Wood* shall be secured in placement locations by designated anchoring method detailed in the Plans. The Contractor shall notify the Engineer of additional measures needed to secure elements beyond those outlined in the Plans.
- (f) Trench widths associated with *Rootwad*, *Large Wood Complex*, and *Floodplain Wood* installation shall be limited to the log diameter plus 2 feet, and the Contractor shall take care to minimize bank disturbance. Following construction, the Contractor shall stabilize any disturbed banks using methods noted on the Plans.
- (g) Live willow stakes shall be installed with all LWM while the trench/excavation is open.

214.042 LWM Quality Control and Acceptance. LWM shall be accepted per the following:

- (a) Verify that LWM delivered to the placement site meets the applicable quality, size, type, and number of elements presented in the Plans. Verification of materials sourced within Project limits shall be by visual inspection of quality and by measurement of trunk length/diameter.
- (b) Rejected materials shall be transported off-site and disposed of at Contractor expense outside of Project limits.
- (c) Verify that LWM has been placed to lines and grades indicated in the Plans. Verification shall be by visual inspection and survey of grade if specific elevations are identified on the Plans.

METHOD OF MEASUREMENT

Subsection 204.05 shall include the following:

Rootwads shall be measured by the number of installed LWM pieces with root mass intact within the bankfull channel. *Rootwads* pay item shall include the LWM with root mass intact, footer rock or logs, anchor rocks/boulders, ballast rock/boulders, excavation, backfill, and all other materials or work necessary

to complete the work. Willow stake material installed with *Rootwads* will be counted and paid for separately.

Large Wood Complexes shall be measured by the number of installed *Large Wood Complexes*. *Large Wood Complex* pay item shall include all necessary LWM, footer rock or logs, anchor rocks/boulders, ballast rock/boulders, excavation, backfill, and all other materials or work necessary to complete the work. Willow stake material installed with *Large Wood Complexes* will be counted and paid for separately.

Floodplain Wood shall be measured by the number of LWM pieces installed in the floodplain and overbank areas. *Floodplain Wood* pay item shall include the LWM, anchor rocks/boulders, ballast rock/boulders, and all other materials or work necessary to complete the work. Willow stake material installed with *Floodplain Wood* will be counted and paid for separately.

BASIS OF PAYMENT

Subsection 204.06 shall include the following:

Pay Item	Pay Unit
Rootwad	Each
Large Wood Complex	Each
Floodplain Wood	Each

REVISION OF SECTION 216— SOIL RETENTION COVERING

Section 216 of the Standard Specifications is hereby revised for this project as follows:

MATERIALS

Subsection 216.02 (a), Part 2. is deleted and replaced with the following:

2. Coconut Blanket shall be C400B coconut fiber blanket with biodegradable netting on both sides as manufactured by Nedia Enterprises, Inc. or approved equivalent.

Subsection 216.02 (a) is revised to include the following:

- (a) *Covering.* Coir mat shall be KoirMat 700 coconut fiber erosion control matting (woven matting of coir yarn) manufactured by Nedia Enterprises, Inc. or approved equivalent.

Subsection 216.02 (b) is deleted and shall be replaced with the following:

Blanket Anchors. Blanket anchors shall be 18- to 24-inch wood stakes made from cutting a 2"x4" at a diagonal per details in the plan set.

CONSTRUCTION REQUIREMENTS

Subsection 216.03 (b) is deleted and shall be replaced with the following:

Areas to be covered with coir mat or coconut blankets shall be properly prepared, seeded, and mulched before blankets are placed. Contour furrowing shall not be done in areas where blankets are to be placed. The soil shall be free of clods, rocks, wood, and other obstructions so that the blankets are in direct contact with soil. No gaps or voids shall exist under the blankets.

Blankets shall be installed starting at the upstream end and unrolled in the direction of the flow of water. Blankets shall be placed smoothly but loosely on the soil surface without stretching. Blankets shall be staked and anchored according to the details shown in the Plans. A minimum edge distance of 2-inches from the edge of blanket to the edge of stake shall be maintained.

See the Plans for installation details. Initial and terminal anchor trenches shall be used at the upstream and downstream ends of all installations. Longitudinal trenches shall be installed at the toe and top of slopes.

When blankets/mats need to be spliced at ends, place upstream blanket/mat over the downstream blanket/mat with an overlap of 12 inches and stake using 18-inch long wood stakes at one-foot transverse spacing. Intermediate staking using one-foot transverse spacing and 18-inch long wood stakes shall be completed at 50-foot intervals (longitudinally).

Any areas disturbed during installation of the blankets shall be reseeded and mulched

METHOD OF MEASUREMENT

Subsection 216.04 shall include the following:

Bank Protection 1, 2, 3 and 4 will be measured by the actual number of liner feet that are installed and accepted. This will include all materials, equipment and labor required to install each bank protection installation.

BASIS OF PAYMENT

Subsection 214.05 shall include the following:

Payment for Bank Protection 1,2,3, and 4 shall include but is not limited to excavation for void filled material and vegetated soil lifts; subgrade preparation, furnishing and placing void filled riprap, as specified; and disposal of excess excavated material on-site, installation of coir mat, and installation of willow stakes. Payment shall be made at the contract unit price for Bank Protection 1, 2, 3, and 4 and shall include full compensation for all labor, equipment, materials, transportation, and all other appurtenant items to complete the work.

<u>Pay Item</u>	<u>Pay Unit</u>
Coir Mat	Square yard
Coconut Blanket	Square yard

**REVISION OF SECTION 506 —
RIPRAP, VOID-FILLED RIPRAP, RIPRAP PAD**

DESCRIPTION

Subsection 506.01 shall include the following:

The work consists of placing buried void filled riprap in accordance with the materials and placement specifications for riprap described in Section 506 or as modified in these Project Special Provisions.

MATERIALS

Subsection 506.02 shall include the following:

Reuse of riprap found on-site must be approved by Engineer.

CONSTRUCTION REQUIREMENTS

Where "Void Filled Riprap" is designated in the Plans, 12-inch Plus riprap shall be mixed with excavated gravels and cobbles and associated proportions listed in the table below to fill the voids of the riprap:

Approximate Proportions (loader buckets)	Material Type	Material Description
2	12-inch	12- to 18-inch median size riprap
1	Void-fill material	Excavated gravels and cobbles from on-site

Note: Mix proportions and material gradations are approximate and are subject to adjustment by the Engineer. No adjustment in unit price for void-filled riprap will be allowed based on modifications to the mix proportions.

Subsection 506.03 shall be replaced with the following:

The riprap and void-fill materials shall be thoroughly mixed prior to placement and shall be installed and compacted so that a dense, interlocked layer of riprap and void-fill material is provided with riprap voids completely filled. The loose material shall be placed in a single lift of sufficient height such that final grade will be achieved upon compaction. If the compacted material is below final grade. Placement of only the smaller void-fill materials to achieve final grade will not be permitted. Segregation of materials shall be avoided and in no case shall the combined material consist primarily of the void-fill materials. The density and interlocking nature of riprap in the mixed material shall essentially be the same as if the riprap was placed without filling the voids.

Compaction of the void-filled riprap shall be performed by running over the void-filled riprap with a large, heavy duty track excavator or dozer. The moisture content of the mixture shall be at optimum conditions prior to compaction and water shall be added as necessary at the direction of the Engineer. Compaction of void-filled riprap shall be reviewed and approved by the Engineer.

Where indicated in the Plans, a surface layer of moist topsoil or amended soil shall be placed over the void-filled riprap. The top surface layer shall be compacted to approximately 85% of maximum density and within

two percentage points of optimum moisture in accordance with ASTM D698. Topsoil shall be added to any areas that settle.

The Contractor shall install a test section of at least 60 square feet of void-filled riprap for the review and approval of the Engineer prior to installation of the remaining void filled riprap.

Elevation tolerance for the void-filled riprap shall be 0.25 feet. Thickness of void-filled riprap shall be no less than thickness shown and no more than 2-inches greater than the thickness shown in the Plans.

BASIS OF PAYMENT

Subsection 506.05 shall include the following:

Pay Item

Void-Filled Riprap Pad for Overflow Channel –
Materials, Import, and Install

Void-Filled Riprap Pad for Boulder Cascade –
Materials and Import

Pay Unit

Cubic Yard

Cubic Yard

REVISION OF SECTION 506 — BOULDERS

Section 506 of the Standard Specifications is hereby revised for this project to include the following:

GENERAL

Subsection 506.01 shall include the following:

The terms *Boulder Material* and *Boulders* include native and imported rock specified by the Plans and used to construct the *Boulder Features*. This rock may be rounded or angular and has the additional characteristics as defined in the MATERIALS section of this Revision.

The *Boulder Feature* work includes construction of in-channel and floodplain boulder features within Upper Fourmile Creek. These structures specifically include the following as defined by the Plans:

Boulder Cascade
Hardened Riffle Crest
Boulder-Cobble Toe
Cobble Bar Sill
Stacked Boulder Toe with Willows
Stacked Boulder Toe
Rock Cross Vane
Rock J-Hook
Overflow Channel Sill
Overflow Channel Bed Layer

Each feature contains a variable number of boulders and rocks from on-site and/or off-site sources. Work includes the selection and placement of approved boulders and cobbles into distinct features as shown in the Plans.

Delineations of what constitutes a single “*Boulder Feature*” is depicted on the plans. Construction will be limited to areas as shown in the Plans or as agreed to by the Engineer.

MATERIALS

Subsection 506.02 shall include the following:

Either on-site boulders or imported riprap may be used as materials, with a preference to on-site boulders sorted per Section-203, unless otherwise specified in this Revision.

Boulders and cobbles for use in channel features shall be rounded to subrounded, and diameters as specified in the plan set (measured on the A-axis). Rocks that make up subgrade materials or other less prominent portions of each feature may be angular. Specific details of the boulder and rock materials required for each feature are depicted in the typical details in the plans.

Boulders and rocks for use in the in-channel features shall be selected in the field or imported, and approved by the Engineer.

BOULDERS

1. Boulders used shall be the type designated in the Plans and shall conform to Table 1.

Table 1: Boulder Properties

Nominal Size (inches)	Range of Smallest Dimension of Individual Rock Boulders (inches)	Maximum Ratio of Largest to Smallest Rock Dimension of Individual Boulders
18	12-20	1.50
24	20-26	1.50
30	26-32	1.50
36	32-38	1.50
42	48-44	1.50
48	44-51	1.50

Imported material must meet the following requirements.

2. Boulder specific gravity shall be according to the bulk-saturated, surface-dry basis, in accordance with AASHTO T85.
3. The specific gravity of the boulders shall be two and one-half (2.5) or greater.
4. The bulk density for the boulder shall be 1.3 ton/cy or greater.
5. Color:
 - a. The color of the boulders shall, to the greatest extent practicable, match the native rock material with tan/gray/blue hues or other acceptable colors approved by ENGINEER prior to delivery to the PROJECT site.
 - b. Color, to the greatest extent practicable, shall be consistent on the entire PROJECT and shall match the color of rock to be used for all other portions of the WORK.

CONSTRUCTION REQUIREMENTS

Subsection 506.03 shall include the following:

1. Rounded boulders shall be used for all boulders that will be exposed above the base flow water levels. Angular or rounded boulders may be used for all boulders that will not be exposed above the base flow water levels.
2. Following excavation and acceptance of subgrade by Engineer, Boulder placement shall commence as follows:
 - a. Boulders shall be placed on the prepared subgrade in a manner which will minimize voids.
 - b. Voids between boulders exceeding 4" shall be chinked.
3. Unless directed by engineer, the term "embedded" means at least 1/3 of the rock is below the bed of the creek.
4. Feature Boulders serve an aesthetic function and as such shall be placed and rotated into final position as directed by Engineer in order to achieve the desired result.
5. Arrangement of boulders within each feature and spacing between channel features will be as shown in the Plans and per the Engineer's direction.
6. Any dewatering required during construction shall follow Revision of Section 211, the approved construction dewatering permit requirements and/or water control plan.
7. No installed rock structure shall have a step that prohibits native fish passage as determined by the Owner or Engineer.
8. Live willow stakes included in the Plans for Boulder Features shall be installed concurrently with all Boulder Material while the trench/excavation is open.
9. Plans denote minimum rock size. Maximum rock size is 12" greater than minimum unless directed or approved by Engineer.

Boulder Cascade: The work consists of installing one *Boulder Cascade* in each of the locations shown in the planset. Exact locations may be adjusted in the field by Engineer. The dimensions and materials are specified

in the planset. The corners of each *Boulder Cascade* shall be verified in the field prior to excavation. The entire footprint of the *Boulder Cascade* is to be excavated to a depth of 24" below the final bed elevation and a pad of riprap installed to a depth 9" below final bed elevation. *Boulder Material* shall then be installed on the riprap pad. Through the active channel, the height of the *Boulder Material* shall vary (minimum of 3" above bed elevation and maximum of 48" above bed surface). In particular, these variations shall be created near the low-flow flowpath. Material for *Boulder Cascade* construction shall preferentially be derived from on-site materials. Per Revision of Section 203, appropriate boulders shall be salvaged from debris piles and elsewhere on-site, as directed by the Engineer, to be reused in step construction and other activities. If no adequate boulder material is available, as determined by the Engineer, boulder material shall be purchased or the structure shall be replaced with another Bed Stabilization Treatment.

Hardened Riffle Crest: The work consists of installing one *Hardened Riffle Crests* in each of the locations shown in the planset. Exact locations may be adjusted in the field by Engineer. The dimensions and materials are specified in the planset. Each *Hardened Riffle Crest* shall span the width of the bankfull channel and 2-year floodplain bench (if applicable) and be keyed into the bank a minimum of 5 ft. The total height of the *Hardened Riffle Crest* from the top of the crest rock to the bottom of the footer rock shall be 3.5 feet at a minimum. Through the active channel, the height of the crest rocks shall vary (minimum of 3" and maximum of 6"). In particular, these variations shall be created near the low-flow flowpath. The crest elevation for the *Hardened Riffle Crest* shall not be more than 0.25' higher than the final grade contours and shall not be more than 0.1' lower than the final grade contours shown on the Plans. A second tier of rocks downstream of and below the *Hardened Riffle Crest* shall be placed as directed by the Engineer or Ecologist to enhance fish habitat and passage. Material for *Hardened Riffle Crest* construction shall preferentially be derived from on-site materials. Per Revision of Section 203, appropriate boulders shall be salvaged from debris piles and elsewhere on-site, as directed by the Engineer, to be reused in *Hardened Riffle Crest* construction and other activities. If no adequate boulder material is available, as determined by the Engineer, boulder material shall be purchased.

Boulder-Cobble Toe: The work consists of installing a continuous *Boulder-Cobble Toe* treatment in each of the locations and as per the specification shown in the planset. Exact locations may be adjusted in the field by Engineer. Vegetation (willow stakes) in and above the *Boulder-Cobble Toe* is a critical part of this bank treatment, as such, the scope of work and installation cost of the willow stakes in all *Boulder-Cobble Toe* is included in this work, though revision of Section 214 defines the MATERIAL considerations and the CONSTRUCTION REQUIREMENTS considerations for the installation of the live willow stakes. Live willow stakes included in the Plans for Boulder Features shall be installed concurrently with all *Boulder Material* while the trench/excavation for the *Boulder-Cobble Toe* is open. The rock gradation size specified in the planset is the minimum rock size. Material for *Boulder-Cobble Toe* construction shall preferentially be derived from on-site materials. Per Revision of Section 203, appropriate boulders shall be salvaged from debris piles and elsewhere on-site, as directed by the Engineer, to be reused in step construction and other activities. If no adequate boulder material is available, as determined by the Engineer, boulder material shall be purchased.

Cobble Bar Sill: The work consists of *Cobble Bar Sill* in each of the locations shown in the planset. The dimensions and materials are specified in the planset. Exact locations may be adjusted in the field by Engineer. Each *Cobble Bar Sill* shall span the width of the cobble bar or floodplain and tie into boulders on the bank of the active channel. The total height of the *Cobble Bar Sill* from the top of the crest rock to the bottom of the footer rock shall be 2.5 feet at a minimum. The crest elevation for the *Cobble Bar Sill* shall not be more than 0.25' higher than the final grade contours and shall not be more than 0.1' lower than the final grade contours shown on the Plans. Vegetation in and above the *Cobble Bar Sill* is a critical part of this bank treatment, as such, the scope of work and installation cost of the willow stakes within the *Cobble Bar Sill* is included in this work. Revision of Section 214 still defines the MATERIAL considerations and the CONSTRUCTION REQUIREMENTS considerations for the installation of the live willow stakes. Live willow stakes included in the Plans for Boulder Features shall be installed concurrently with all *Boulder Material* while the trench/excavation is open.. Material for *Cobble Bar Sill* construction shall preferentially be derived from on-site materials. Per Revision of Section 203, appropriate boulders shall be

salvaged from debris piles and elsewhere on-site, as directed by the Engineer, to be reused in step construction and other activities. If no adequate boulder material is available, as determined by the Engineer, boulder material shall be purchased.

Stacked Boulder Toe with Willows: The work consists of installing a continuous *Stacked Boulder Toe with Willows* treatment in the locations as per the specification shown in the planset. Exact locations may be adjusted in the field by Engineer. Vegetation (willow stakes) in and above the *Stacked Boulder Toe with Willows* is a critical part of this bank treatment, as such, the scope of work and installation cost of the willow stakes in all *Stacked Boulder Toe with Willows* is included in this work, though revision of Section 214 defines the MATERIAL considerations and the CONSTRUCTION REQUIREMENTS considerations for the installation of the live willow stakes. Live willow stakes included in the Plans for Boulder Features shall be installed concurrently with all *Boulder Material* while the trench/excavation for the *Stacked Boulder Toe with Willows* is open. The rock gradation size specified in the planset is the minimum rock size. Material for *Stacked Boulder Toe with Willows* construction shall preferentially be derived from on-site materials. Per Revision of Section 203, appropriate *Boulder Material* shall be salvaged from debris piles and elsewhere on-site, as directed by the Engineer, to be reused in step construction and other activities. If no adequate boulder material is available, as determined by the Engineer, boulder material shall be purchased.

Stacked Boulder Toe: The work consists of installing a continuous *Stacked Boulder Toe* treatment in the locations as per the specification shown in the planset. Exact locations may be adjusted in the field by Engineer. The rock gradation size specified in the planset is the minimum rock size. Material for *Stacked Boulder Toe* construction shall preferentially be derived from on-site materials. Per Revision of Section 203, appropriate *Boulder Material* shall be salvaged from debris piles and elsewhere on-site, as directed by the Engineer, to be reused in step construction and other activities. If no adequate boulder material is available, as determined by the Engineer, boulder material shall be purchased.

Rock Cross Vane: The work consists of installing one *Rock Cross Vane* in each of the locations shown in the planset. Exact locations may be adjusted in the field by Engineer. The dimensions and materials are specified in the planset. Each *Rock Cross Vane* shall span the width of the bankfull channel and 2-year floodplain bench (if applicable) and be keyed into the bank a minimum of 5 ft. The total height of the *Rock Cross Vane* from the top of the crest rock to the bottom of the footer rock shall be 4.0 feet at a minimum. Through the active channel, the height of the crest rocks shall vary (minimum of 3" and maximum of 6"). In particular, these variations shall be created near the low-flow flowpath. The crest elevation for the *Rock Cross Vane* shall not be more than 0.25' higher than the final grade contours and shall not be more than 0.1' lower than the final grade contours shown on the Plans. A second tier of rocks downstream of and below the *Rock Cross Vane* shall be placed as directed by the Engineer or Ecologist to enhance fish habitat and passage. Footer Rock Boulder Material for *Rock Cross Vane* construction shall preferentially be imported, all other Boulder Material in the structure shall be preferentially be derived from on-site materials. Per Revision of Section 203, appropriate boulders shall be salvaged from debris piles and elsewhere on-site, as directed by the Engineer, to be reused in *Rock Cross Vane* construction and other activities. If no adequate boulder material is available, as determined by the Engineer, boulder material shall be purchased. Vegetation (willow stakes) in and above the *Rock Cross Vane* is a critical part of this bank treatment, as such, the scope of work and installation cost of the willow stakes in all *Rock Cross Vane* is included in this work, though revision of Section 214 defines the MATERIAL considerations and the CONSTRUCTION REQUIREMENTS considerations for the installation of the live willow stakes. Live willow stakes included in the Plans for Boulder Features shall be installed concurrently with all Boulder Material while the trench/excavation for the *Rock Cross Vane* is open.

Rock J-Hook: The work consists of installing one *Rock J-Hook* in each of the locations shown in the planset. Exact locations may be adjusted in the field by Engineer. The dimensions and materials are specified in the planset. Each *Rock J-Hook* shall span the width of the bankfull channel and 2-year floodplain bench (if applicable) and be keyed into the bank a minimum of 5 ft. The total height of the *Rock J-Hook* from the top of the crest rock to the bottom of the footer rock shall be 4.0 feet at a minimum. Through the active

channel, the height of the crest rocks shall vary (minimum of 3” and maximum of 6”). In particular, these variations shall be created near the low-flow flowpath. The crest elevation for the *Rock J-Hook* shall not be more than 0.25’ higher than the final grade contours and shall not be more than 0.1’ lower than the final grade contours shown on the Plans. A second tier of rocks downstream of and below the *Rock J-Hook* shall be placed as directed by the Engineer or Ecologist to enhance fish habitat and passage. Footer Rock Boulder Material for *Rock J-Hook* construction shall preferentially be imported, all other Boulder Material in the structure shall be preferentially be derived from on-site materials. Per Revision of Section 203, appropriate boulders shall be salvaged from debris piles and elsewhere on-site, as directed by the Engineer, to be reused in *Rock J-Hook* construction and other activities. If no adequate boulder material is available, as determined by the Engineer, boulder material shall be purchased. Vegetation (willow stakes) in and above the *Rock J-Hook* is a critical part of this bank treatment, as such, the scope of work and installation cost of the willow stakes in all *Rock J-Hook* is included in this work, though revision of Section 214 defines the MATERIAL considerations and the CONSTRUCTION REQUIREMENTS considerations for the installation of the live willow stakes. Live willow stakes included in the Plans for Boulder Features shall be installed concurrently with all Boulder Material while the trench/excavation for the *Rock J-Hook* is open.

Overflow Channel Sill: The work consists of installing one *Overflow Channel Sill* in each of the locations shown in the planset. The dimensions and materials are specified in the planset. Each *Overflow Channel Sill* shall span the width of the overflow channel and tie into boulders on the bank of the overflow channel. The total height of the *Overflow Channel Sill* from the top of the crest rock to the bottom of the footer rock shall be 2.5 feet at a minimum. The crest elevation for the *Overflow Channel Sill* shall not be more than 0.25’ higher than the final grade contours and shall not be more than 0.1’ lower than the final grade contours shown on the Plans. Material for *Overflow Channel Sill* construction shall preferentially be derived from on-site materials. Per Revision of Section 203, appropriate boulders shall be salvaged from debris piles and elsewhere on-site, as directed by the Engineer, to be reused in step construction and other activities. If no adequate boulder material is available, as determined by the Engineer, boulder material shall be purchased.

Overflow Channel Bed Layer: The work consists of installing one *Overflow Channel Bed Layer* throughout each of the areas shown in the planset. The dimensions and materials are specified in the planset. Each *Overflow Channel Bed Layer* shall span the width of the overflow channel and tie into boulders on the bank of the overflow channel. The total height of the *Overflow Channel Bed Layer* from the top of the native material to the bottom of the cobble layer shall be 1.5 feet at a minimum. The final elevation for the *Overflow Channel Bed Layer* shall not be more than 0.25’ higher than the final grade contours and shall not be more than 0.1’ lower than the final grade contours shown on the Plans. Material for *Overflow Channel Bed Layer* construction shall preferentially be derived from on-site materials. Per Revision of Section 203, appropriate boulders shall be salvaged from debris piles and elsewhere on-site, as directed by the Engineer, to be reused in step construction and other activities. If no adequate boulder material is available, as determined by the Engineer, boulder material shall be purchased.

METHOD OF MEASUREMENT

Subsection 506.04 shall include the following:

Construction of *Boulder Features* will be measured by each boulder feature, by lineal foot constructed, or by installed cubic yard. Construction shall be completed in place and shall include all materials and work necessary to complete the work.

BASIS OF PAYMENT

Subsection 506.05 shall include the following:

The accepted quantities will be paid for at the contract unit price for each feature, including all labor and equipment required to complete the work.

Boulder Cascade shall be measured by the number of installed *Boulder Cascades*. *Boulder Cascade* pay item shall include installation of the feature including excavation, riprap pad placement, boulder placement, cobble and bed material backfill, and installation of willow stakes in the bank. Willow stake material installed with *Boulder Cascades* will be counted and paid for separately. Boulder and Rap Rap material installed with *Boulder Cascades* will be counted and paid for separately.

Hardened Riffle Crest shall be measured by the number of installed *Hardened Riffle Crests*. *Hardened Riffle Crest* pay item shall include installation of the feature including excavation, boulder placement, cobble and bed material backfill. Boulder material installed with *Hardened Riffle Crest* will be counted and paid for separately.

Boulder-Cobble Toe shall be measured by the installed linear foot of installed *Boulder-Cobble Toe* as determined by the stationing on the For Construction Plans rounded to the nearest 10-foot increment. *Boulder-Cobble Toe* pay item shall include installation of the feature including excavation, boulder and cobble placement, cobble and bed material backfill, and installation of willow stakes. Willow stake material installed with *Boulder-Cobble Toe* will be counted and paid for separately. Boulder material installed with *Boulder-Cobble Toe* will be counted and paid for separately.

Stacked Boulder Toe shall be measured by the installed linear foot of installed *Stacked Boulder Toe* as determined by the stationing on the For Construction Plans rounded to the nearest 10-foot increment. *Stacked Boulder Toe* pay item shall include installation of the feature including excavation, boulder placement, geotextile placement, structure backfill, cobble and bed material backfill, and installation of willow stakes. Willow stake material installed with *Stacked Boulder Toe* will be counted and paid for separately. Boulder material installed with *Stacked Boulder Toe* will be counted and paid for separately. Geotextile installed with *Stacked Boulder Toe* is included in this pay item.

Stacked Boulder Toe with Willows shall be measured by the installed linear foot of installed *Stacked Boulder Toe with Willows* as determined by the stationing on the For Construction Plans rounded to the nearest 10-foot increment. *Stacked Boulder Toe with Willows* pay item shall include installation of the feature including excavation, boulder placement, geotextile placement, structure backfill, cobble and bed material backfill, and installation of willow stakes. Willow stake material installed with *Stacked Boulder Toe with Willows* will be counted and paid for separately. Boulder material installed with *Stacked*

Boulder Toe with Willows will be counted and paid for separately. Geotextile installed with *Stacked Boulder Toe with Willows* is included in this pay item.

Rock Cross Vane shall be measured by the number of installed *Rock Cross Vane*. *Rock Cross Vane* pay item shall include installation of the feature including excavation, boulder placement, cobble and bed material backfill. Boulder material installed with *Rock Cross Vane* will be counted and paid for separately. Willow stake material installed with *Rock Cross Vane* will be counted and paid for separately. Geotextile installed with *Rock Cross Vane* is included in this pay item.

Rock J-Hook shall be measured by the number of installed *Rock J-Hook*. *Rock J-Hook* pay item shall include installation of the feature including excavation, boulder placement, cobble and bed material backfill. Boulder material installed with *Rock J-Hook* will be counted and paid for separately. Willow stake material installed with *Rock J-Hook* will be counted and paid for separately. Geotextile installed with *Rock J-Hook* is included in this pay item.

Cobble Bar Sill shall be measured by the number of installed *Cobble Bar Sills*. *Cobble Bar Sill* pay item shall include installation of the feature including excavation, boulder placement, cobble and bed material backfill. Boulder material installed with *Cobble Bar Sill* will be counted and paid for separately.

Overflow Channel Sill shall be measured by the number of installed *Overflow Channel Sill*. *Overflow Channel Sill* pay item shall include installation of the feature including excavation, boulder placement, cobble and bed material backfill. Boulder material installed with *Overflow Channel Sill* will be counted and paid for separately.

Overflow Channel Bed Layer shall be measured by the cubic yards of installed cobble and native material in the *Overflow Channel Bed Layer*. *Overflow Channel Bed Layer* pay item shall include installation of the feature including excavation, cobble placement, cobble and bed material backfill, native material placement, and willow stakes. Cobble material installed with *Overflow Channel Bed Layer* will be counted and paid for separately. Willow stake material installed with *Overflow Channel Bed Layer* will be counted and paid for separately.

Pay Item	Pay Unit
Boulder Cascade	EA
Hardened Riffle Crest	EA
Boulder-Cobble Toe	LF
Cobble Bar Sill	EA
Stacked Boulder Toe with Willows	LF
Stacked Boulder Toe	LF
Rock Cross Vane	EA
Rock J-Hook	EA
Overflow Channel Sill	EA
Overflow Channel Bed Layer	CY
Boulder 12 Inch (Cost to Import and Stockpile)	CY
Boulder 18 Inch (Cost to Import and Stockpile)	CY
Boulder 24 Inch (Cost to Import and Stockpile)	CY
Boulder 36 Inch (Cost to Import and Stockpile)	CY

Excavations for pools and in-channel work that correspond to features above shall be paid for under Section 203. Sorting and stockpiling of onsite boulder and cobble materials to be used as materials for

each feature will be paid for under Section 203. Imported rock materials, where required, will be paid for separately from installation line items under Section 506.

Vegetation shown in the plans, excluding the installation of willow stakes described above, associated with each feature will be paid for under Sections 212-214.

**REVISION OF SECTION 625 —
CONSTRUCTION LAYOUT AND SURVEYING**

DESCRIPTION

Subsection 625.01 shall include the following:

The work consists of pre-construction surveying and layout, an As-Built survey, and utility locating.

The Contractor shall provide all construction surveying. It is recommended that the contractor maintain a survey grade GPS unit onsite with the design grades, control points, and feature locations loaded for reference.

Survey control was prepared and established by Pete Palmbo, PLS in December 2016. Contractor shall verify or re-establish control prior to the start of construction.

CONSTRUCTION REQUIREMENTS

Subsection 625.03 shall include the following:

A pre-construction survey shall be conducted to mark the limits of grading and location of proposed in-stream features as indicated in the Plans.

A post-construction survey shall be conducted to survey the final stations, elevations, and dimensions of constructed in-channel features and bench grading, at a minimum.

The Contractor shall preserve, relocate, or replace survey point, including property boundary corners, land corners, range points, and survey control markers and benchmarks. If required, all property boundary corners shall be placed by a registered Colorado Professional Land Surveyor (PLS).

The As-Built Survey shall be certified by a PLS licensed in the state of Colorado and, at minimum include a profile throughout the entire project reach, including areas where no work was completed, and at all cross sections identified in the Plans on the Floodplain Development Permit Information Sheets.

The Contractor shall be responsible for coordinating with local Utility owners (and Colorado811) and property owners and conducting a private utility survey to locate utilities on-site prior to starting work. Overhead facilities exist within the project area. The Contractor shall coordinate with the utility owners regarding all work around utility lines and poles and temporary support of poles. Contractor shall use caution when operating large vehicles beneath these lines, and maintain minimum clearance as required by utility owners.

Pay Item

Construction and As-built Survey

Pay Unit

Lump Sum

REVISION OF SECTION 630 — CONSTRUCTION ZONE TRAFFIC CONTROL

DESCRIPTION

Subsection 630.01 shall include the following:

This work consists of developing and implementing a traffic control/management plan (TCP). The TCP shall be approved by a Traffic Control Supervisor and submitted to the Boulder County Transportation Department for review and approval at the time of the building application.

The traffic control/management plan shall include the following items:

- (1) Flaggers and/or other traffic control measures must be used at the intersections of the access points on Lefthand Canyon Drive during hauling operations.
- (2) Locations and types of warning signs along the roads shall be shown.
- (3) The applicant must use vehicle tracking to minimize the amount of rocks, mud, and other debris tracked onto Lefthand Canyon Drive.
- (4) The applicant must provide a sweeping plan for the affected portion of Lefthand Canyon Drive if sweeping becomes necessary.
- (5) Prior to project commencement, the applicant must photo-document the conditions of all County roads used for hauling. The applicant must restore all affected roadways to pre-project conditions or better.

The Contractor shall obtain Oversize/Overweight permits from CDOT if applicable.

Pay Item

Traffic Control

Pay Unit

Lump Sum

**REVISION OF SECTION 626 —
MOBILIZATION AND DEMOBILIZATION**

DESCRIPTION

Subsection 626.01 shall be modified to include:

Mobilization shall cover all work including labor, material and any incidental work and equipment necessary for mobilization of personnel, equipment and supplies at the project site. This item shall also include the establishment of the Contractor's offices, buildings, and other necessary facilities. This item may also include providing of required bonds, insurance and preparation of the project schedule. The removal of the Contractor's equipment, supplies, excess materials, and cleanup of the site is also included in this item.

In addition, mobilization shall cover all outstanding items listed as a condition of Boulder County's Stream Restoration Permit approval that the Contractor is responsible for not specifically listed in 630-Construction Zone Traffic Control and Section 208 – Erosion Control.

The Contractor shall establish access and staging areas in coordination with the Engineer, Owner, and property owners. The grading associated with creating this staging area is described in Section 203 and the reclamation and revegetation of these areas after demobilization described in Section 212-214.

Heavy Equipment and vehicle fueling must be completed at least 50' from Upper Fourmile Creek over non-porous soils.

Worker parking is permitted only in staging areas and designated approved areas outside of Fourmile Canyon Drive ROW.

Contractor to determine and finalize all access locations and to acquire a temporary access permit if a new access is to be created, as applicable.

Prior to commencement of site disturbance, the contractor must identify the location of all onsite treatment wastewater systems (OWTS) components in the project area. Heavy equipment should be restricted from the surface of the absorption fields of nearby residences during construction to avoid soil compaction, which could cause premature absorption field malfunction. Contractor to flag all OWTS and Wells with Owner and Engineer.

Contractor shall provide construction fencing as required. The Contractor shall use BMPs to best protect the floodplain and vegetation area per Section 208. The Contractor shall restore any areas disturbed by staging that are outside the proposed grading as shown in the Plans to pre-disturbance grade and native revegetation.

Subsection 626.02 shall be modified to include:

No measurement for payment shall be made of any of the work, materials, and equipment required for mobilization. Payment will be made as the work progresses. Fifty-percent (50%) of the lump sum bid price will be paid at the time of the first monthly progress payment. An additional thirty-percent (30%) will be paid when one-half the original contract amount is earned. The remaining twenty percent (20%) will be paid upon final acceptance of the project.

The lump sum bid price shall include all of the Contractor's costs of whatsoever nature including labor, material, and any incidental work and equipment necessary for mobilization of personnel, equipment and supplies at the project site. This item shall also include the establishment of the Contractor's offices, buildings and other necessary facilities, and all other costs incurred of labor and operations which must be performed prior to beginning the other items under this Contract. This item may also include provision of required bonds, insurance and preparation of the project schedule. The removal of the Contractor's equipment, supplies, excess materials, and cleanup of the site is also included in this item. Mobilization shall not exceed 10% of the total contract.

Payment for temporary construction fencing and temporary construction fencing and flagging to identify vegetation to be protected shall be included under Item 626-Mobilization.

Pay Item

Mobilization

Pay Unit

Lump Sum

**REQUIREMENTS OF THE 404 PERMIT AND SB 40
REGARDING PREVENTION OF THE SPREAD OF AQUATIC INVASIVE SPECIES**

Equipment and gear that were previously used in another stream, river, lake, pond or wetland, and that are to be used in or near the waters on the project, shall be treated to prevent the spread of aquatic invasive species. These species include, but are not limited to:

- (1) Eurasian watermilfoil
- (2) Zebra mussel
- (3) Quagga mussel
- (4) New Zealand mudsnail

Equipment that shall be treated includes all parts of machinery and vehicles of all types and sizes that came into contact with the live water.

Gear that must be treated includes boots, waders, hand tools, and all other materials and attire used previously in the live water.

The Contractor shall use one of the following two treatments:

- Remove all mud and debris from equipment (tracks, turrets, buckets, drags, teeth, etc.)
- Spray/soak equipment with a solution of commercial grade quaternary ammonium disinfectant compound containing at least 8.0% active ingredient diluted in solution to achieve at least 0.8% concentration (roughly 12 ounces of product per gallon of water). Specifically, a 1:15 solution of Quat 4 or Super HDQ Neutral institutional cleaner and water, could be used for effective treatment.
- Treated equipment should be kept moist for at least 10 minutes, managing rinsate as a solid waste in accordance with local, county, state, or federal regulations

or

- Remove all mud and debris from equipment (tracks, turrets, buckets, drags, teeth, etc.)
- Spray/soak equipment with water hotter than 140 degrees Fahrenheit for at least 10 minutes.

The Contractor shall also ensure:

- Water is not moved from one water body to another
- Equipment is dry before use.

Prior to moving such equipment onto the project, the Contractor shall submit to the Engineer a written list of the equipment and a signed certification that it was treated using one of the two methods specified above.

After project completion, this equipment shall be treated prior to its use in another stream, river, lake, pond or wetland.

**FOUR MILE FIRE PROTECTION DISTRICT
CONSTRUCTION CONTRACT**

THIS CONTRACT is made this ____ day of _____, 2016 by and between The Four Mile Fire Protection District, a _____ (hereafter “the District ” or “Grantee”), and _____, (hereafter the “Contractor”).

RECITALS

WHEREAS, the District, desires to have constructed the _____ as more fully described in a Request for Proposals dated _____ (hereafter the “Project”); and

WHEREAS, the District will manage the Project to accommodate the needs and concerns of stakeholders and more efficiently administer Project funds; and

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

WHEREAS, the District, as part of its Subrecipient Grant Agreement with the Colorado Water Conservation Board (“CWCB”) under contract number _____, has been awarded Emergency Watershed Protection Program (“EWP”) funds for the purposes set forth herein (hereinafter referred to as the “**CWCB Grant Agreements**”); and

WHEREAS, The District, as part of its Subrecipient Grant Agreement with the State of Colorado Department of Local Affairs (DOLA) under contract number CDBG-DR _____, has been awarded Community Development Block Grant Disaster Recovery Program funds (hereinafter referred to as CDBG-DR funds) for the purposes set forth herein (hereinafter referred to as the “**CDBG-DR Grant Agreement**”); and

WHEREAS, the Scope of Work (as hereinafter defined) included in this contract is authorized as part of the District’s CWCB and CDGG-DR Grant Agreements; and

WHEREAS, it is beneficial to the District 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 Grant Agreements.

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

A. 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 Grantee. The general geographic area involved within the scope of this contract can be described as:

The Wall Street Reach in Upper Fourmile Canyon. Generally between the upstream address of 16 Alpine Gulch and the downstream address of 5411 Fourmile Canyon Drive.

The foregoing may be referenced herein as the “**Project Area.**” All of the Project Area is contained within Boulder County, Colorado.

B. Specific Affected Properties.

The specific parcels of real property 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.**” The Grantee has obtained access and participation agreements from the Affected Landowners.

C. Other Interested Properties.

Other parcels of property 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.**” The Grantee will obtain authorization, consent, and access from the appropriate Interested Landowners as necessary.

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

A. General.

The Contractor shall 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 provided by the Grantee.

B. Consultation with the Grantee.

The Contractor shall communicate with the Grantee 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 Fourmile Watershed Coalition’s Watershed Coordinator, acting as Project Manager of this project on behalf of the District.

C. Specific Duties and Responsibilities.

Additional specifics for the Project are set forth in **Exhibit B**, (the “Scope of Work”) and **Exhibit C**, (the “Quality Assurance Plan”), attached hereto and made a part hereof by reference.

- (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 Grantee.
- (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.
- (iv) The Quality Assurance Plan describes practices applicable to the Project pursuant to the Grant Agreements.

D. Cleanup and Remediation.

The Contractor shall remove all debris and excess material generated by its work and to 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 Grantee in its reasonable discretion.

E. Compliance with Applicable Laws and Grant Requirements.

The construction of the Project will comply with all applicable laws and requirements of the Grant Agreements including but not limited to the laws of the County of Boulder, Colorado, the State of Colorado and all federal laws including, without limitation, those set forth in the **General Provisions** attached hereto as **Exhibit D** which is incorporated herein by reference as if fully set forth.

F. Permitting

The Contractor shall comply with 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 permits and licenses that may be necessary under local, state or federal law.

G. 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 D will be incorporated into each and every subcontract for work performed under this Contract.

H. Change Orders and Extra Services.

Upon the written request of the Grantee, the Contractor shall, if requested, alter the design and construct additional 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 Grantee 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 Grantee 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..

I. Warranty Administration

Warranty administration will be provided by the Contractor for the Project, including all planted areas, for a period of 12 months following the date of closeout of this Agreement. Warranty administration includes, but is not limited to: warranty request tracking, event documentation, and corrective response. Upon request of the Grantee, the Contractor shall inspect the Project Area and perform response action as needed. Warranty response includes all necessary corrective activities, such as replanting areas, weed control, repairing in stream grade control structures and/or bank repair as needed. Geomorphic monitoring must conform to the CWCB Standard Operating Procedure for Topographic Survey of Stream Channels. The Contractor shall be responsible for obtaining all services, supplies, and subcontracts as needed to perform all warranty service needs and corrective activities. The Contractor shall provide any modification and/or updates to the project record drawings that may result from warranty activities

III. LANDOWNER RELATIONS

A. Access Agreement for Implementation and Construction.

The Grantee has obtained Access Agreement for Implementation and Construction from each of the Affected Landowners. Prior to the Contractor commencing work on the Affected Property, the Contractor must conduct a site walk and flag work areas with the Coalition and property owners to confirm grading extents and locations of septic fields and wells.

B. Contractor’s Strict Compliance with terms of the Access Agreements.

The Contractor will not engage in any activities except as permitted under executed and effective Access Agreements entered into by the Grantee with Affected Landowners. The Contractor shall strictly comply with all terms, conditions and responsibilities of the Grantee and its Authorized Parties as provided under such agreements. Communication with affected landowners shall always go through the Coalition’s project manager.

IV. TIME OF PERFORMANCE

The Contractor hereby agrees to commence Work under this Contract on or before a date to be specified in a written "Notice to Contractor to Proceed" issued by the Grantee and to fully complete all Work except any necessary irrigation and maintenance activities under this Contract within _____ [220 days or less, determined by date of entering contract] thereafter. Any necessary irrigation and maintenance activities under this Contract shall continue for an additional _____ days, as needed. The Contractor agrees to pay, as liquidated damages the sum of \$250 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 Grantee 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 H, and expressly authorized by the Project Manager.

B. Invoices for Partial Completion.

The Contractor may bill the Grantee from time to time but at least on a quarterly basis. Billings shall be made by invoice delivered electronically to the Project Manager. 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 Grantee.

C. Invoice for Final Payment upon Completion.

In accordance with Section 38-26-107, C.R.S., upon completion of the Project and acceptance of the work in accordance with this Contract, the Contractor may invoice the Grantee for the balance of the full Contract Price (as such may have been adjusted by any change orders) including the retainage amount which will be paid in accordance with Section 24-91-103, C.R.S.

D. Dispute of any Invoice.

If the Grantee or the Contractor 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 after it has been submitted for payment pursuant to the terms of the Grant Agreements and a delay notice of a dispute of an invoice arising from a delay in CWCB or DOLA accepting an invoice for payment or a delay in the Project Manager in communicating such a dispute to the Contractor shall not preclude or prevent the Grantee from disputing the payment of any invoice. No verbal or email communication from the Grantee shall constitute a waiver of the right to dispute any invoice.

E. Payment of Invoices.

Once an invoice from the Contractor has been accepted for payment, payment of each invoice shall be due and payable within three (3) business days after the Grantee receives reimbursement from CWCB. Contractors must deposit checks, once received, within three business days. 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 D.

F. Qualifications on Obligations to Pay.

Notwithstanding any other terms of this Contract, the Grantee 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 Grantee 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 Grantee has made payment to the Contractor.
- (iv) The Grantee, 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 Grantee 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, Grantee reserves the right to recapture funds in an amount to compensate Grantee 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 Grantee. In the alternative, Grantee 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 Project Manager 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 both the Grantee and CWCB and DOLA. The expense of such bonds shall be borne by the Contractor. Such bonds shall be maintained until such time as the final payment is made by the Grantee to the Contractor in accordance with this Contract.

VII. SUSPENSION OF THE CONTRACT

A. 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 Grantee 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 Grantee 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: 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 Grantee shall pay the Contractor for work performed to the satisfaction of the Grantee, in accordance with the percentage of the work completed.

VIII. TERMINATION OF THE CONTRACT

A. 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 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 Grantee 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 Grantee, the Contractor will be paid for all services rendered to the date of termination, except those services which, in the Grantee's judgment, constituted the grounds, in whole or in part, of the notice of termination, and except as set forth in Section VII, above. Upon such payment, all obligations of the Grantee to the Contractor under this Contract shall cease.

B. In addition to the foregoing, this Contract may be terminated by the Grantee 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 VII, above, and upon such payment, all obligations of the Grantee to the Contractor under this Contract shall cease. Furthermore, in the event of such termination, the Contractor shall promptly deliver to the Grantee 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.

IX. CONTRACT DOCUMENTS

The documents that together comprise the entire agreement between the Grantee and the Contractor concerning the Project (the "**Contract Documents**") consist of the following:

- A. The terms and conditions of the Grant Agreements;
- B. This Contract;
- C. The Exhibits to this Contract;
- D. The Grantee's Request for Proposals dated _____;
- E. The Proposal submitted by the Contractor dated _____;
- F. The Notice of Award dated _____;
- G. The Existing Plans, Designs and Specifications referenced in Part 1 of Exhibit A;
- H. Access Agreements obtained by the Grantee 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 Grantee pursuant to Section IV of this Contract.
- J. Any Change Orders prepared and authorized pursuant to Section II, Paragraph H of this Contract;
- K. 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 Grantee, in its sole discretion.

The foregoing constitutes the entire agreement between the Grantee 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 CWCB and EWP Grant Agreements, unless an exception has been granted by CWCB or DOLA in writing and in its sole discretion;
- (ii) Amendments to this Contract;
- (iii) Change Orders for clarification of drawings, design or work to be performed;
- (iv) This Contract;
- (v) Exhibits to this Contract;
- (vi) Any applicable Access 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).

X. NO MULTIPLE FISCAL YEAR OBLIGATION

Nothing herein shall constitute a multiple fiscal year obligation pursuant to Colorado Constitution, Article X, Section 20. Notwithstanding any other provision of this Contract, the Grantee's obligations under this contract are subject to annual appropriation by the Board of Directors of the Grantee. Any failure of the Board of Directors annually to appropriate adequate monies to finance the Grantee's obligations under this contract shall terminate this Agreement at such time as such then-existing appropriations are to be depleted. Notice shall be given promptly to the Contractor of any failure to appropriate such adequate monies.

XI. FINANCIAL OBLIGATIONS OF THE GRANTEE

All financial obligations of the Grantee under this contract are contingent upon appropriation, budgeting, and availability of specific funds through the Grant Agreements to discharge such obligations. Nothing in this Agreement shall be deemed a pledge of the Grantee's credit, or a payment guarantee by the Grantee to the Contractor. Any failure of the State of Colorado or federal government annually to appropriate adequate monies to finance the Grantee'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 Grantee, the Grantee 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 of 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:

FOUR MILE FIRE PROTECTION DISTRICT:
1740 Fourmile Canyon Drive
Boulder, CO 80302

CONTRACTOR:

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: _____

FOUR MILE FIRE PROTECTION DISTRICT

_____, President

Exhibit A

Geographic Scope

Affected Properties and Affected Landowners

Street Number	Street *	Boulder Co. Assessor parcel no.	Landowner of Record

❖ *All street addresses are listed as Boulder County*

Interested Properties and Interested Landowners

Street Number	Street *	Boulder Co. Tax parcel no.	Landowner of Record

❖ *All street addresses are listed as Boulder County*

**Exhibit B
Scope of Work**

Part 1—Existing Preliminary Plans and Designs

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

Part 2—Breakdown of the Scope of Work into Tasks

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

Project Goals and Objectives:

Deliverables:

DRAFT

**Wall Street
EWP Stream Stabilization Project**

Project Sponsor
Fourmile Watershed Coalition

Prepared on 02/13/2017
By Katie Jagt

QUALITY ASSURANCE PLAN



**UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE**

Denver, Colorado

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Overview

This *quality assurance plan* is for an Emergency Watershed Protection (EWP) project using the following components:

X	Streambank Shaping (excavation & fill)	X	Bioengineering
X	In-Stream Rock Structures	X	Live Stakes
X	Toe Rock and/or Rock Riprap		Brush Mattresses
X	Toe Wood Along Bottom of Bank	X	Tree Planting
X	Large Woody Debris Structures	X	Boulder Clusters
X	Combination Rock & Wood Structures		Bottomless Culvert
X	Open Drainage Ditches	X	Constructed Riffles
X	Tree Revetments		Water Diversions
X	Bankfull Bench Construction	X	Sediment Removal
	Stream Crossing	X	Grade Control Structures

Personnel assigned to the project should have experience observing the installation of the components identified in the above table.

QA PERSONNEL

Sponsor’s Representative: someone with the authority to act on behalf of the sponsor.

Technical Representative (Tech Rep): someone with construction experience to assist with construction implementation of the project. This may be a soil conservation technician, soil conservationist, civil engineering technician, district conservationist, or consultant’s representative.

Surveyor: someone with survey equipment and experience to assist with spot-checking structure grades and elevations; establishing survey control points for use by the contractor; and for completing as-built survey.

Stream Restoration Specialist (SRS): a person assigned to the project with specialized skills, training, education, and experience implementing stream restoration projects.

Design Engineer: the engineer, stream restoration specialist, or other qualified person responsible for designing the project.

Plant Specialist: person responsible for implementing the project’s vegetation plan. They shall have education and experience with selecting and installing native riparian plant species. They shall oversee all re-vegetation activities.

Specific Personnel Recommended for this Project

Sponsor’s Representative:	Maya MacHamer, Cat Price or Bret Gibson
Technical Representative:	Julie Ash or representative
Stream Restoration Specialist(s):	Michael Blazewicz, and/or or representative
Design Engineer:	Katie Jagt, Julie Ash
Vegetation Specialist:	Andy Herb or representative
Surveyor:	Pete Palombo TGS, LLC

QUALITY CONTROL (QC)

The Contractor is responsible for quality control (QC) to build the project according to the construction specifications and drawings. This responsibility is required by the general specifications section. Quality Assurance personnel will verify that QC tasks are being done. Major QC items include:

1. **Surveys:** The Contractor is responsible for construction stakeout of the work, and meeting grades and elevations required by the drawings.
2. **Utilities:** Verify that the Contractor has located utilities before starting work at the project site. Ask the Contractor, visit the site to see the utility markings, and request utility locate reference number.
3. **Pollution Control:** The Contractor is responsible for preventing pollution of surface and ground water from contamination or from sediment runoff. See specifications for pollution control.
4. **Dewatering:** The Contractor is required to divert or remove water from the work site, as possible, or to work in low flow conditions.
5. **Excavations and Embankments:** The Contractor needs to meet the grades and slopes required by the drawings.
6. **Rock and Aggregates:** The rock must come from a CDOT-approved quarry (with a copy of test results or certifications), or from a source approved by the design engineer.
7. **Material Certifications:** The Contractor shall provide documentation, which certifies that the materials provided comply with the contract requirements. If specified for this project, material certifications for the following are required (items not required for this project are shown in light gray):

- (a) Crushed aggregates – the material used to resurface any road should be tested for gradation.
- (b) Erosion Control Fabric – manufacturer’s product data showing compliance with specifications.
- (c) Geotextile – manufacturer’s information showing compliance with specifications.
- (d) Structure Rock –visual inspection by the Technical Representative or Inspector..
- (e) Seeding and mulching materials – documentation of a weed-free seed mix
- (f) Silt fence or Erosion Control Wattles – manufacturer’s product data showing compliance with specifications.
- (g) Trees & shrubs – invoice showing source, species, and quantity.
- (h) Erosion Control Wattles – manufacturer’s product data showing compliance with specifications.

QUALITY ASSURANCE PLAN (QAP)

The *Natural Resources Conservation Service (NRCS)* Quality Assurance Program assures that the specified contract quality of materials and workmanship is attained. The primary responsibility of the QA personnel is to observe the operations of the Contractor to assure compliance with the construction contract. This includes the physical examination of materials brought on to the site; observation of the placement of materials; observation of the construction techniques; observation of quality control and construction management operations by the Contractor; periodic and continuous observation of construction work. The Quality Assurance Plan may be updated to include changing project conditions and to reflect lessons-learned during construction.

The intensity/frequency of the quality assurance activities is shown in [Table 1 –](#). Conduct periodic quality assurance observations and checks of the Contractor's Quality Control to verify that measurable qualities of the work meet the contract requirements.

The following is a description of the **minimum** quality assurance activities required:

1. The design engineer and stream restoration specialist and technical representative shall attend the **preconstruction meeting** arranged by the sponsor to include the contractor. Design engineer will give an overview of the project with the drawings and answer questions related to the design.
2. The design engineer and stream restoration specialist (or technical representative) shall spot check **construction staking** and survey control to ensure the work is properly staked before work starts. They will also assist the Contractor with establishing survey control for each major work item, particularly in the identification of normal flow and bankfull flow elevations.
3. All listed personnel shall read the construction specifications, drawings, design report, and the QAP.
4. Sponsor’s Representative and/or Technical Rep shall review required **submittals** for compliance with the contract requirements. Contact the design engineer if or sponsor if there is a problem.
5. The Technical Rep should be in daily communication with the contractor to stay abreast of work in progress and upcoming work activities, including work requiring quality control tests. All onsite personnel shall keep a weekly log of construction activities to provide to the design engineer to keep them informed on project status and concerns.
6. All onsite personnel shall be familiar with sensitive plant and animal species and know how to identify them. Specific concerns for this project are: [none](#).

7. Technical Representative should provide oversight of inspection of **equipment and materials** to ensure they are clean and free of any material that could contain or hold seeds. This should be a continual process and referenced in daily logs. Do this before contractor starts work, and whenever new materials and equipment arrive on-site.
8. Technical Representative should verify that the contractor is meeting **pollution control specifications** and only disturbing ground and vegetation as needed for construction. This should be referenced in daily logs.
9. Technical Representative should ensure the contractor has a **spill-response kit** on-site on a weekly basis and after use.
10. All shall take **digital photographs** of work progress to provide a representative photo record of the project. Photo-document key stages of major work items to record images of foundation preparations, installation of buried features, and completed work. Photographs should include date/time stamp. Share photographs with design engineer and SRS on a weekly basis.
11. Design Engineer shall review/observe **subgrade preparations** for all rock structures to ensure compliance with the drawings and specifications before contractor places the rock structure. Accomplish this in a timely manner to avoid delaying the contractor's work. Visually check the stability of the subgrade and foundation; rock, filter, fill, and/or geotextile.
12. Design Engineer shall review/observe proper **placement and use of geotextile**. The geotextile must be installed properly to prevent backfill washout under the structures.
13. Design Engineer or SRS or Vegetation Specialist shall review and observe proper placement of **erosion control fabric** according to drawings and specifications.
14. Design Engineer or SRS shall verify the **backfill material** for rock structures is an acceptable mix of gravel and cobble per specifications. Check for proper compaction or consolidation of backfill materials.
15. Design Engineer or SRS shall spot check **cut and fill slopes** to verify elevations with the drawings. Completed structural elevations (cross vanes, log vanes, etc.) must be within 0.25' of the specified elevations on the drawings unless the material or subgrade (bedrock) prevents this; final grade for benches, floodplains, and slopes must be within 0.5' of the specified elevations on the drawings.
16. SRS and Design Engineer may direct the creation of micro-topography at their discretion to create small scale river and landscape features not shown on the plan set provided they are in-line with the vision of the project and not time intensive.
17. SRS and Design Engineer may direct the installation of rock and wood features at their discretion to create small scale river and landscape features not shown on the plan set provided they are in-line with the vision of the project and not time or material intensive.
18. Design Engineer and Technical Representative shall observe the installation of all stream crossings to verify construction and material specifications are met for foundation material, invert elevations, size and type of flow conveyance structure, fill material, compaction and protective armoring.
19. Vegetation Specialist shall be present for the initiation of all seeding and mulching operations as well as the initiation of the planting of container plants.
20. Vegetation Specialist shall be present for the initiation of bioengineering treatments that include live staking.

PRECONSTRUCTION MEETING

The *Sponsor* should work with the technical representative, stream restoration specialist, and design engineer to establish a mutually agreeable date and time for meeting. Communications to the contractor should be through any of the personnel listed in this document. Someone should be identified to take notes. Include a discussion of the following items in addition to standard pre-construction agenda items.

- (1) Introductions and lines of communications.
- (2) Overview of the drawings and specifications by *design engineer*.
- (3) Point out temporary benchmarks and any layout work accomplished, such as staking for major work items (structures, project start, and end).
- (4) Site conditions, special constraints, and site-specific safety concerns.
- (5) Contractor is responsible for utility locates. Ask the contractor to provide a copy of confirmation for utility locates.
- (6) Remind the contractor to limit disturbance to the site. Discuss **pollution control** requirements to include erosion and sediment control.
- (7) **Permit requirements** and conditions. Other special environmental concerns? Cultural Resources? Historical sites?
- (8) Discuss tree planting, seeding, and live stakes. Live stakes should be installed during dormant season, but realize that isn't always possible.
- (9) Discuss working from bank or during low flow conditions whenever possible.
- (10) Discuss any time restrictions, such as winter shutdown, high flow months, and avoiding disturbance during spawning seasons.
- (11) Review equipment and material **cleaning requirements**. Importance of preventing spread of invasive species, such as didymo.
- (12) Construction surveying requirements – contractor is responsible for meeting lines, grades, and elevations for structures and bank shaping.
- (13) Discuss **rock source** – provided from the temporary rock storage site in Glen Haven or from acceptable on-site sources.
- (14) Identify and discuss access routes and staging areas.
- (15) Discuss harvesting of on-site materials as applicable. Are on-site materials available?
- (16) Get contractor's estimate of **construction duration**. Some contractors may have a construction schedule they are trying to meet.

EQUIPMENT

The QA personnel should have a minimum of the following equipment available when needed:

1. Survey Equipment

- a. GPS, total station, or laser level for setting survey control points, temporary benchmarks, spot-checks, and for as-built survey.
 - b. Survey level
 - c. Hand level for quick elevation checks
 - d. Survey rod, reflector, receiver, etc.
 - e. Measuring tape, 200 foot minimum.
 - f. Weather resistant field books for taking notes and pens or pencils
 - g. Stakes, flags, ribbon, permanent markers, etc.
2. Photographic Equipment
- a. Digital camera with the following minimum features: date/time stamping, video recording, and some zoom capability.
3. Special Clothing
- a. Backpack and clothing suitable for working at remote sites with highly variable weather conditions,
 - b. Chest waders and personal safety equipment for working in stream, if necessary
 - c. Studded wading boots
 - d. Other clothing as appropriate to provide the required services
4. Other Special Equipment
- a. Mobile telephone
 - b. Notebook computer or similar device for making notes while on-site (optional – nice-to-have).
5. Safety Gear
- a. Hard hat
 - b. Bright-colored safety vest.
 - c. Appropriate footwear, such as boots with toe and ankle protection.
 - d. Other applicable safety gear for site-specific conditions

PERFORMANCE TIME

For estimated project duration, see the performance time in the design report. Actual construction times vary due to weather, site conditions, flow levels, contractor efficiency, material delivery times, quantity of equipment, size of equipment, size of labor force, fuel availability, unforeseen problems, mechanical problems, personnel availability, traffic, accidents, and other unpredictable factors.

DESIRABLE SKILLS FOR QA PERSONNEL

1. Skills

- a. Ability to understand the plans and specifications.
- b. Ability to maintain construction records.
- c. Basic photography.
- d. Basic math and reading.
- e. Ability to assist with basic layout, staking, quantity, and “as-built” surveys.
- f. Ability to get to the project site and walk across uneven terrain.
- g. Ability to operate the equipment required to meet the QAP requirements.
- h. Good communications skills to communicate with the Contractor, sponsors, and personnel of other federal, state, and local government agencies. Ability to communicate in person, by email, written reports, telephone, and through legible handwritten documentation.

2. Training & Experience

- a. On-the Job Training for stream restoration work.
- b. Attend stream restoration related training when it is made available.
- c. Some experience on a stream restoration project site.
- d. Some knowledge or training in geomorphic stream design, such as Rosgen Level I or equivalent.

INSPECTION AND REQUIREMENTS CHECKLIST

At a minimum, periodically observe all work for compliance with the construction documents. The following are items of work and QA activities for this project.

Table 1 – Quality Assurance Activities and Frequencies

✓	Description	Staff	Inspection Frequency
	Field verification of design, setting or checking survey control for structures, and staking out structure locations	SRS and Design Engr & Surveyor	Once
	Attend preconstruction meeting – good opportunity for everyone to get familiar with project	SRS and Design Engr	Once
	Mobilization and coordination with the sponsor	Tech Rep, Engineer or SRS	Periodic
	Approve clearing limits; make sure the contractor has coordinated access route with sponsor; and make sure contractor doesn't disturb more vegetation than necessary.	Tech Rep, Engineer or SRS	Periodic
	Monitoring of materials and equipment being delivered to the project site – random weekly spot checks with documentation in job diary. Frequency will vary depending on Contractor's delivery schedule and level of trust established.	Tech Rep or SRS	Weekly
	Pollution control work, including erosion & sediment control measures	Tech Rep	Weekly
	Conformance with grades, structure geometry, & elevations. Make sure contractor is using a level, tape, or other survey equipment. If in doubt, contact Design Engineer.	Tech Rep	Periodic
	Seeding and mulching of disturbed areas after grading is completed and before work shutdowns (before holidays & weekends)	Tech Rep	Weekly
	Ensure the site is stabilized before predicted rainstorms. Banks protected. Wood structures anchored. Equipment and materials out of flow path of rising stream levels.	Tech Rep	Periodic
	Coordination of tree removal with sponsor and trees for project use flagged and approved by sponsor	Tech Rep	Once
	Rock riprap and rock toe installation – verification of keys, proper geotextile installation, etc.	Tech Rep	Periodic
	Geotextile installation	Tech Rep	Continuous
	Seeding, mulching, and erosion control fabric	Tech Rep	Periodic
	Periodic site visits and at critical times during construction	Design Engr or SRS	Periodic
	Tree planting and restoration of temporary access roads/staging areas	Tech Rep	Periodic
	Call or email the <i>design engineer</i> to discuss any work that doesn't seem right or to relay questions from the contractor	Tech Rep	As Needed
	Pre-completion inspection of work while contractor still has equipment and materials on-site	Tech Rep & Design Engr or SRS	Once
	Keep written field notes and take digital photographs of work progress	Tech Rep	Periodic

	Final inspection and certification of work completed	Design Engr or SRS	Once
	Construction status updates to design engineer or SRS via email	Tech Rep	Weekly
	Assist with data collection for as-built drawings	Tech Rep & Surveyor	Once
	Submit as-built drawings to NRCS	Design Engineer	Once

Exhibit D General Conditions

INDEPENDENT CONTRACTOR

1) The relationship between the Contractor and the Grantee 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 Grantee or the Grantee. No employee or officer of the Grantee 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 Grantee or Grantee. 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 Grantee. Any work or services subcontracted hereunder shall be specified in written contract or agreement and shall be subject to each provision of this contract. The Contractor shall provide to Grantee a copy of each written subcontractor contract or agreement prior to any work being started by such subcontractor.

INTELLECTUAL PROPERTY RIGHTS

3) The Contractor shall hold and save harmless the Grantee and Grantee 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 Grantee or Grantee 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 Grantee. The Contractor, upon request by the Grantee, 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 Grantee, provide copies of any material prepared under this Contract to any other party.

CONFLICT OF INTEREST PROVISIONS

5) 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.

6) The Contractor represents, warrants and covenants that no member of the governing body of the Grantee or Grantee, and no other officer, employee, or agent of the Grantee 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

- 7) Notwithstanding anything to the contrary contained in this Contract, the Grantee and the Contractor agree and acknowledge that the Grantee 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 Grantee by this Contract. The Contractor covenants with the Grantee to use its best efforts. The Contractor shall further the interests of the Grantee according to the Grantee'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.
- 8) 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 Grantee. In case of any conflict between interests of the Grantee and any other entity, the Contractor shall fully and immediately disclose the issue to the Grantee and shall take no action contrary to the Grantee's interests.
- 9) 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.
- 10) The Contractor understands that it shall not be allowed any extra compensation by reason of any condition as described in Paragraph 9 above concerning which it might have fully informed itself prior to signing this Contract.
- 11) The Contractor is retained to perform work for the Grantee that includes confidential data, work product, and other privileged or confidential information that is protected under pertinent laws and Grantee 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 Grantee, 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 Grantee. To the extent that the Grantee provides written consent for the disclosure of information or authorizes the making of public statements, the Grantee 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.
- 12) 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 Grantee.
- 13) 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. Grantee approval shall not diminish or release the Contractor's duties since the Grantee is ultimately relying upon the Contractor's skill and knowledge.
- 14) The Contractor agrees to call to the Grantee's attention errors in any drawings, plans, sketches, instructions, information, requirements, procedures, and other data supplied to the Contractor (by the Grantee, Grantee 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 Grantee. Nothing shall detract from this obligation unless the

Contractor advises the Grantee in writing that such data may be unsuitable, improper, or inaccurate and the Grantee nevertheless confirms in writing that it wishes the Contractor to proceed according to the data as originally given.

- 15) 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 Grantee.
- 16) 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.
- 17) The Contractor shall promptly pay all bills for labor and material performed and furnished by others in performance of the Project.
- 18) The Contractor is solely responsible for its own review and understanding of the terms and requirements under the Grant Agreements and shall fully comply with such requirements in performing the services required by this Contract.
- 19) 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 from arising to the Affected Properties as a result of the Contractor's performance of work under this Contract.
- 20) The Contractor shall comply with all requirements of OSHA regulations, NRCS Supplement to OSHA Parts 1910 and 1926, attached as **Exhibit E**, 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

- 21) This Contract is funded in whole or in part with federal funds through the Grantee's Grant Agreements to fund projects approved under the NRCS Emergency Watershed Protection Program and DOLA's Community Development Block Grants. 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 Grantee harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.
- 22) 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 and the Clean Air Act.
- 23) 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 Grant Agreements.
- 24) 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 Grant Agreements.
- 25) 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 Grant Agreements.
- 26) Under Section 504 of the Rehabilitation Act of 1973, as amended, (29 U.S.C. 794), no otherwise qualified individual shall, solely by reason of 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 Grant Agreements.

27) 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.

28) The Contractor shall comply with Equal Opportunity provisions. During the performance of this contract, the Contractor agrees as follows:

1. 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 to be provided setting forth the provisions of this Equal Opportunity (Federally Assisted Construction) clause.

2. 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.

3. The Contractor will send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the Contractor's noncompliance with the Equal Opportunity (Federally Assisted Construction) clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, 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 No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as provided by law.

7. The Contractor will include this Equal Opportunity (Federally Assisted Construction) clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 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 administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the

- 29) 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.
- 30) Under the Contract Work Hours and Safety Standards Act, as amended, (40 U.S.C. 327-332), workers must be compensated for overtime and be provided safe and healthy working conditions when working on federally assisted (including funds received under the Grant Agreements) construction projects.
- 31) 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.
- 32) 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 Grantee may terminate this contract for breach and the Contractor shall be liable for actual and consequential damages to the Grantee.
- 33) The Contractor will comply with the provisions of the Federal Fair Labor Standards Act.
- 34) Section 3 of the Housing and Community Development Act of 1968 Compliance in the Provision of Training, Employment, and Business Opportunities: The work to be performed under this Agreement is on a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower-income residents of the project area; and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part, by persons residing in the area of the project. The Contractor will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of HUD set forth in 24 CFR 135, and all applicable rules and orders of HUD and CTED issued thereunder prior to the execution of this contract. The Contractor certifies and agrees that it is under no contractual or other disability that would prevent it from complying with these provisions.
- 35) No funds under this Contract shall be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions.
- 36) The Contractor shall not subcontract with parties excluded from in the federal System for Award Management, which includes all parties debarred, suspended, or otherwise excluded by agencies or declared ineligible to receive federal funds.

COMPLIANCE WITH DAVIS-BACON ACT PROVISIONS

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

- A. 1. (i) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor as determined between three (3) and ten (10) days prior to the bid opening which determination is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.
- (ii)**
- (a)** Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:
- (1)** The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2)** The classification is utilized in the area by the construction industry; and
- (3)** The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (b)** If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)
- (c)** In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will

notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

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

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

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

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

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the

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

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

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

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

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

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

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

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

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

38) **Compliance with Copeland Act requirements.** The Contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this Contract.

39) **Limitation on Public Statements and Lobbying Activity.**

Contractor are retained to provide information and advice to the Grantee that includes confidential data, work product, and other privileged or confidential information that is protected under pertinent laws and Grantee policies and described in Grantee's sub-agreement with the State. In order to maintain the fact and appearance of absolute objectivity, loyalty, and professionalism, Contractor shall not, without the prior written consent of the Grantee, do any of the following:

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

40) Byrd Anti-Lobbying Amendment.

The Contractor shall supply a certification that it has not used federal funds to pay any person or organization for influencing or attempting to influence an officer or employee or any agency, a member of Congress, officer or employee of Congress in connection with obtaining any federal contract or grant.

INDEMNIFICATION

41) 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 Grantee, 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 Grantee (the District and Watershed Coalition), Interested Landowners, Affected Landowners, The State of Colorado and Grantee 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. Nothing herein shall be construed as a waiver express or implied of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS § 24-10-101, *et seq.*

INSURANCE

42) 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 | Statutory |
| | | |
| b. | Commercial General Liability | |
| | Bodily Injury & Property Damage General Aggregate Limit | \$1,000,000 |
| | Personal & Advertising Injury Limit | \$1,000,000 |
| | Each Occurrence Limit | \$1,000,000 |

The policy shall be on an Occurrence Form and include the following coverages: Premises Operations; Personal and Advertising Injury; Medical Payments; Liability Assumed under an Insured Contract; Independent Contractors; and Broad Form Property Damage. 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:	\$3,000,000
Products and Completed Operations Aggregate	\$1,000,000
Any one Fire	\$ 50,000

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
Medical Payments per person	\$ 5,000
Uninsured/Underinsured Motorist	\$ 100,000

- e. Waiver of subrogation

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.

43) 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 Grantee and Grantee 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 Grantee 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 Grantee. 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.

44) All Insurance policies (except Workers' Compensation and Professional Liability) shall include the Grantee, Interested Landowners, Affected Landowners, Grantee, the State of Colorado 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.

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

46) 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.

47) 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 Grantee may procure such insurance and deduct its cost from any sum due to the Contractor under this Contract.

48) Certificates showing that the Contractor is carrying the above-described insurance, and the status of the additional insureds, shall be furnished to the Project Manager prior to the execution of this Contract by the Grantee. Certificates of insurance on all policies shall give the Grantee written notice of not less than forty-five (45) 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

49) The Contractor agrees to maintain such records and follow such procedures as may be required under the Grant Agreements and any such procedures as the Grantee or Grantee 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.

50) 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 Grantee to the Contractor under this Contract project, unless a longer period is required to resolve audit findings or litigation. In such cases, the Grantee shall request a longer period of record retention.

51) The Grantee, Grantee 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.

52) The Grantee, the Project Manager 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 Grant Agreements or this contract.

TIME FOR COMPLETION AND LIQUIDATED DAMAGES

53) 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 Grantee, that the date of beginning and the time for completion as specified in Section IV of this 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 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 Grantee in its sole discretion, then the Contractor shall pay the Grantee 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 Grantee because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Grantee would in such event sustain.

PROJECT COMPLETION AND FINAL PAYMENT

54) Upon completion of work on the Project, the Contractor shall, within ten (10) calendar days send the Grantee 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 Grantee under this Contract.

- 55) Upon receipt of a Contractor's Notice of Completion, the Grantee shall:
- a) Be entitled to publish a Notice of Final Settlement in accordance with the provisions of Colorado Revised Statutes Section 38-26-107;
 - 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 Grantee of the work performed under this Contract; provided, however, that such written notice shall not waive any claims the Grantee may otherwise have against the Contractor under this Contract.

56) Upon the expiration of the time allowed for claims to be made under the provisions of Colorado Revised Statutes Section 38-26-107 or within three (3) calendar days after receipt by the Grantee of reimbursement of the Contractor's final invoice pursuant to the Grant Agreements, whichever comes later, the Grantee 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 Grantee in accordance with the provisions of Colorado Revised Statutes Section 38-26-107.

57) By submitting a Contractor's Notice of Completion to the Grantee, the Contractor, by such act, agrees to indemnify and save the Grantee, the Grantee, the Affected Landowners, the Interested Landowners, The State of Colorado 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.

58) The acceptance by the Contractor of final payment shall be and shall operate as a release of the Grantee 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

59) The Grantee, its independent certified public accounts, the State Auditor of the State of Colorado, CWCB 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

60) 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 Grantee 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 Grantee 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;
- D. 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

E. In the event all or any portion of the work prepared or partially prepared by the Contractor is suspended, abandoned or otherwise terminated, the Grantee shall pay the Contractor for work performed to the satisfaction of the Grantee, in accordance with the percentage of the work completed.

TERMINATION OF THE CONTRACT

61) 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 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 Grantee 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 V above. If this Contract is so terminated by the Grantee, the Contractor will be paid for all services rendered to the date of termination, except those services which, in the Grantee's judgment, constituted the grounds, in whole or in part, of the notice of termination, and except as set forth in Section V above. Upon such payment, all obligations of the Grantee to the Contractor under this Contract shall cease.

62) In addition to the foregoing, this Contract may be terminated by the Grantee 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 V above and upon such payment, all obligations of the Grantee to the Contractor under this Contract shall cease. Furthermore, in the event of such termination, the Contractor shall promptly deliver to the Grantee 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.

Exhibit E
NRCS Supplement to OSHA Provisions

Attach from CWCB Grant exhibit C-6

Exhibit F

Subcontractor Signatures

EXHIBIT VIII-L

BID FOR UNIT PRICE CONTRACTS

Place: _____ Date: _____

Project Name: _____ Project No.: _____

Proposal of _____ (hereinafter called Bidder), a corporation organized under

the laws of the State of _____ /a partnership/an individual doing business as
_____ (strike out inapplicable references).

To the _____ (hereinafter called Owner).

Gentlemen:

The Bidder, in compliance with your invitation for bids for the construction of a

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:

EXHIBIT VIII-L, Cont.

Bidder agrees to perform all the _____ work described in the specifications and shown on the plans, for the following unit prices:

Item #	Est. Qty.	Description	Unit Price (Each)	Total Price
1.	_____	_____	_____ Dollars & Cents (\$ _____)	_____ Dollars & Cents (\$ _____)
2.	_____	_____	_____ Dollars & Cents (\$ _____)	_____ Dollars & Cents (\$ _____)
3.	_____	_____	_____ Dollars & Cents (\$ _____)	_____ Dollars & Cents (\$ _____)
TOTAL OF BID \$			_____	_____

Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

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

EXHIBIT VIII-M

BID BOND

KNOW ALL PEOPLE BY THESE PRESENT, that we, the undersigned _____
as Principal, and _____ as Surety, are hereby held
and firmly bound unto _____ 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
_____ 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: _____

EXHIBIT VIII-N

PERFORMANCE AND PAYMENT BONDING REQUIREMENTS

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

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

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

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

(EXHIBIT VIII-N, continued)

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.

(EXHIBIT VIII-N, Continued)

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 _____ 19_____ .

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.

EXHIBIT VIII-O

CONTRACTOR/SUBCONTRACTOR CERTIFICATIONS

Grantee must require that prospective bidders complete and incorporate the following certifications as part of their bid submittal package.

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

EXHIBIT VIII-O, Cont.

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

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

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

CERTIFICATION BY BIDDER

NAME AND ADDRESS OF BIDDER (Include ZIP Code)

-
1. Bidder has participated in a previous contract or subcontractor subject to the Equal Opportunity Clause.
_____ Yes _____ No
-
2. Compliance reports were required to be completed in connection with such contract or subcontract.
_____ Yes _____ No
-
3. Bidder has filled all compliance reports due under applicable instructions.
_____ Yes _____ No
-
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended.
_____ Yes _____ No
-

NAME AND TITLE OF SIGNER (Please type)

SIGNATURE

DATE

EXHIBIT VIII-O, Cont.

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

Name of Contractor or Sub-Contractor

Project Name and Number

The undersigned hereby certifies that:

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

Name and Title of Signer (Type of Print)

Signature

Date

EXHIBIT VIII-O, Cont.

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)
County of _____) ss.

_____ being first duly sworn, deposes and says that:

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

(Signed) _____

Title _____

Subscribed and sworn to me this

_____ day of _____, 19____

By: _____
Notary Public

My Commission expires: _____

EXHIBIT VIII-O.1

CERTIFICATIONS CIVIL RIGHTS

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

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

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

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

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

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

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

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

EQUAL EMPLOYMENT OPPORTUNITY

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

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, familial status, religious affiliation or handicap. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, national origin, familial status, religious affiliation or handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the GRANTEE setting forth the provisions of this non-discrimination clause.

EXHIBIT VIII-O.1

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

AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS SECTION 503

(if contract \$25,000 or over)

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
2. The CONTRACTOR agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act. 3. In the event of the CONTRACTOR's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

EXHIBIT VIII-O.1

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

ACCESS TO RECORDS AND RECORDS RETENTION

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

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

CONFLICT OF INTEREST

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

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

ANTI-LOBBYING CERTIFICATION

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

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

EXHIBIT VIII-O.1

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this Certification be included in the award documents for all sub-awards to all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

CERTIFICATIONS SIGNATURE FORM

Return this page with proposal.

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

(typed name of official)

(signature of official)

(typed name of entity)

(date)

EXHIBIT VIII-O.2

Section 3 Certifications

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

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

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

SECTION 3 BUSINESS SELF-CERTIFICATION (1 page)

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

Section 3 Certification
Business Certification

EXHIBIT VIII-O.2

Section 3 Certifications

Project Name: _____

Number: _____

Contractor Name:

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

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

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

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

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

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

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

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

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

Signature

Title

Name (printed)

Date

EXHIBIT VIII-O.4

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)

County of _____) ss.

_____ being first duly sworn, deposes and says that:

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

(Signed) _____

Title _____

Subscribed and sworn to me this

_____ day of _____, 20_____

By: _____
Notary Public

My Commission expires: _____

Federal Labor Standards Provisions

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

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

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

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

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

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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

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

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

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

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

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

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

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

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

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

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

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

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

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

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

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

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

4. Apprentices and Trainees.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

General Decision Number: C0170012 05/19/2017 C012

Superseded General Decision Number: C020160012

State: Colorado

Construction Type: Heavy

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

HEAVY CONSTRUCTION PROJECTS

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

Modification Number	Publication Date
0	01/06/2017
1	01/20/2017
2	02/03/2017
3	04/07/2017
4	05/19/2017

ASBE0028-001 07/01/2016

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

BRCO0007-004 01/01/2017

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

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

BRCO0007-006 05/01/2016

EL PASO AND PUEBLO COUNTIES

Rates Fringes

BRICKLAYER.....\$ 24.95 9.39

ELEC0012-004 09/01/2016

PUEBLO COUNTY

Rates Fringes

ELECTRICIAN

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

ELEC0068-001 01/01/2017

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

Rates Fringes

ELECTRICIAN.....\$ 33.85 14.09

ELEC0111-001 01/01/2016

Rates Fringes

Line Construction:

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

ELEC0113-002 06/01/2015

EL PASO COUNTY

Rates Fringes

ELECTRICIAN.....\$ 30.00 14.95

ELEC0969-002 06/01/2015

MESA COUNTY

Rates Fringes

ELECTRICIAN.....\$ 24.00 7.92

ENGI0009-001 10/23/2013

Rates Fringes

Power equipment operators:

Blade: Finish.....\$ 25.04 9.15
Blade: Rough.....\$ 24.73 9.15
Bulldozer.....\$ 24.73 9.15
Cranes: 50 tons and under..\$ 24.88 9.15
Cranes: 51 to 90 tons.....\$ 25.04 9.15
Cranes: 91 to 140 tons....\$ 25.19 9.15
Cranes: 141 tons and over...\$ 25.97 9.15
Forklift.....\$ 24.37 9.15
Mechanic.....\$ 24.88 9.15
Oiler.....\$ 24.01 9.15
Scraper: Single bowl

under 40 cubic yards.....	\$ 24.88	9.15
Scraper: Single bowl, including pups 40 cubic yards and over and tandem bowls.....	\$ 25.04	9.15
Trackhoe.....	\$ 24.88	9.15

* IRON0024-003 05/01/2017

	Rates	Fringes
Ironworkers:.....	\$ 26.30	21.45
Structural		

LAB00086-001 05/01/2009

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

PLUM0003-005 06/01/2016

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

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

PLUM0058-002 07/01/2016

EL PASO COUNTY

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

PLUM0058-008 07/01/2016

PUEBLO COUNTY

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

PLUM0145-002 07/01/2016

MESA COUNTY

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

PLUM0208-004 06/01/2015

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

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

SHEE0009-002 07/01/2016

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

* TEAM0455-002 07/01/2016

	Rates	Fringes
Truck drivers:		
Pickup.....	\$ 20.16	4.02
Tandem/Semi and Water.....	\$ 20.79	4.02

SUC02001-006 12/20/2001

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

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

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

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union

average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

Washington, DC 20210

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

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END OF GENERAL DECISION