

**INVITATION TO BID**

**FLOOD CONSTRUCTION  
SERVICES FOR  
HALL RANCH II ACCESS ROAD**

**BID #6803-18**



**SUBMITTAL DUE DATE  
FEBRUARY 7, 2018  
10:00 A.M.**

**BOULDER COUNTY PURCHASING  
2025 14<sup>TH</sup> STREET  
BOULDER CO 80302  
[purchasing@bouldercounty.org](mailto:purchasing@bouldercounty.org)**

# **INVITATION TO BID**

## **BID #6803-18**

### **FLOOD CONSTRUCTION SERVICES FOR HALL RANCH II ACCESS ROAD**

Boulder County Parks and Open Space (BCPOS) is soliciting bids from qualified and experienced contractors to secure construction services for the reconstruction of the access road into Hall Ranch II (Project), located west of the Town of Lyons, Colorado. These services are required to move the St. Vrain Creek back to its pre-flood alignment and reconstruct the access road into the property from damage which occurred during the flood of September 2013. The selected contractor will complete all construction aspects of the project within sixty (60) calendar days from project mobilization.

#### **CONTRACT LANGUAGE:**

The successful bidder will be required to enter into a Contract for Services with Boulder County.

The successful proposer shall execute the required Federal Emergency Management Addendum (FEMA) as part of any contract with the county, and comply with all FEMA requirements set forth in that addendum.

The selected contractor will comply with all state and local licensing requirements, including but not limited to, filing the State of Colorado Statement of Foreign Entity Authority paperwork, if contractor is not a Colorado company.

Contractor shall be authorized to do business in the State of Colorado and shall provide the county a current Certificate of Good Standing evidencing such authorization. Furthermore, contractor shall be responsible for all applicable sales and employment taxes.

The 2013 flood related project will require the selected contractor to adhere to the Federal Emergency Management Agency's Grant Program Requirements for Procurement Contracts; therefore, all invoices submitted to Boulder County must contain sufficient information detailing expenses. Invoices shall be submitted on company letterhead and include, but not limited to, depending on activity completed, project name, date(s), description of work performed, quantity of materials purchased, if applicable, number of material units purchased, if applicable, rate per hour, number of hours worked, mileage, mileage rate, administrative fees and complete site address of the project as awarded by the county.

The selected contractor will be required to be in good standing with the Federal Government, any agency that is not in compliance or in violation of Federal law will not be considered by Boulder County. Boulder County will not conduct business with any entities listed on the Federal Debarment Checklist.

Boulder County is an Equal Opportunity Employer and no otherwise qualified individual and/or company 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 or selection for this Project.

**CONFLICT OF INTEREST:**

Any party that has developed, designed or drafted specifications, requirements, statements of work and/or has participated in planning activities for this Project shall be excluded from consideration for the award of this Project.

**SAM.GOV REGISTRATION:**

A copy of your business' registration in sam.gov with your proposal is required.

**DUNS NUMBER:**

A copy of your business' DUNS number with your proposal is required.

**W-9 REQUIREMENT:**

A copy of your business's W-9 with your proposal is required.

**PRE-BID MEETING:**

**A Mandatory, Pre-Bid Meeting, is scheduled for 10:00 a.m. Wednesday, January 24, 2018.**

**Bids from firms not represented at the Mandatory Pre-Bid Meeting will not be accepted.**

**Bidders are asked to meet at the project site located at 1450 Old St. Vrain Road, Lyons, CO 80540 (see Attachment D Map of Project Area for directions).**

Bidders are required to officially sign-in their companies and a brief Project orientation will be presented. The parking area is very limited at the project site. The Project is located at the Hall Ranch II open space property just west of the Town of Lyons. A representative from your company must be in attendance at the meeting.

**BID BOND:**

A bid guarantee from each bidder equivalent to five percent (5%) of the bid price. The bid guarantee shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

## **PAYMENT AND PERFORMANCE BONDS:**

Both a payment and a performance bond are required for this project and must equal 100% of the proposed cost. Please include the cost of this bonding into the total proposed cost. Payment and Performance Bond requirements are addressed in the attached Sample Contract. Bonds must be received and approved, by the County, prior to work commencing. A Notice of Final Settlement will be required and retainage on all invoices.

## **ATTACHMENTS:**

The following documents are part of this BID:

1. ITB Document
2. Attachment A: Sample Contract
3. Attachment B: FEMA Addendum
4. Attachment C: Qualification Statement
5. Attachment D: Map of Project Area
6. Attachment E: Hall Ranch II Access Road Construction Specifications
7. Attachment F: Hall Ranch II Access Road Construction Drawings
8. Attachment G: RecReport-30346-72119\_Version 2 PW.pdf
9. Attachment H: USACE Nationwide Permit Hall Ranch II
10. Attachment I: Boulder County Limited Impact Special Use Permit/Resolution
11. Attachment J: Agreement with Aggregate Industries
12. Attachment K: Plans and Specifications for the temporary low water crossing
13. Attachment L: SAM Registration Information

## **INSURANCE REQUIREMENTS:**

Insurance requirements are addressed in the attached Sample Contract and are listed below. All insurance requirements must be received and approved, by the County, prior to work commencing.

General Liability: \$1,000,000, Each Occurrence  
\$2,000,000 General Aggregate

The County shall require Products/Completed Operations coverage to be provided for up to a minimum of three (3) years after completion of construction project.

Automobile Liability: \$1,000,000 Each Accident  
Workers' Compensation  
and Employer's Liability: Statutory Limits

Professional Liability: \$1,000,000, Each Occurrence  
Umbrella/Excess Liability: \$3,000,000

Pollution Liability: \$1,000,000, Each Occurrence

If the coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract; and that



continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under this contract is completed.

In the event Contractor owns, or agrees to be responsible for the use, operation and maintenance of an above-ground petroleum storage tank, fuel truck, or performs fueling services, Contractor shall maintain Pollution Liability Insurance, or similar third-party environmental liability, at a minimum limit not less than \$1,000,000 per occurrence combined single limit with a \$1,000,000 annual aggregate providing coverage for damages against, but not limited to, bodily injury, property damage, clean up, corrective action including assessment, remediation and defense costs.

Note that the above insurance amounts are the minimum required for this project. **Proof of current insurance must be provided with your proposal in the form of a sample certificate or your proposal will be deemed non-responsive.** If you require a waiver of insurance requirements (e.g. Workers' Compensation and sole proprietorships) you may request one in your response with an explanation.

New certificates will be requested if the contract process takes more than 30 days after an award.

**WRITTEN INQUIRIES:**

All inquiries regarding this BID shall be submitted via email to the Boulder County Purchasing Office at [purchasing@bouldercounty.org](mailto:purchasing@bouldercounty.org) identified as BID #6803-18 in the subject line on or before 10 a.m. Monday, January 29, 2018.

A response from the County to all inquiries shall be posted and sent via email no later than 10 a.m. on Thursday, February 1, 2018.

**SUBMITTAL INSTRUCTIONS:**

Submittals are due at the Administrative Services Information Desk (please note new address below) or the email box (preferred) listed below, for time and date recording on or before 10:00 a.m. Mountain Time on February 7, 2018.

Your response can be submitted in the following ways. Please note that e-mail responses to this solicitation are preferred, but are limited to a maximum of 25MB capacity. NO ZIP FILES ALLOWED. Electronic submittals must be received in the e-mail box listed below. Submittals sent to any other box will NOT be forwarded or accepted. This e-mail box is only accessed on the due date of your questions or proposals. Please use the Delivery Receipt option to verify receipt of your email. It is the sole responsibility of the proposer to ensure their documents are received before the deadline specified above. Boulder County does not accept responsibility under any circumstances for delayed or failed email or mailed submittals.

E-Mail           [purchasing@bouldercounty.org](mailto:purchasing@bouldercounty.org); identified as BID #6803-18 in the subject line.  
-OR-

US Mail           **One (1)** unbound copy of your proposal, printed double-sided, 11 point, on at least 50% post-consumer, recycled paper must be submitted in a sealed envelope, clearly marked as **BID #6803-18**, to the Administrative Services Information Desk at 1325 Pearl Street, Boulder, CO 80302.

All BIDs must be received and time and date **recorded and verified** at the Administrative Services Information Desk by the above due date and time. Sole responsibility rests with the Offeror to see that their BID is received on time at the stated location(s). Any BID's received after due date and time will be returned to the bidder. No exceptions will be made.

The Board of County Commissioners reserve the right to reject any and all BIDs, to waive any informalities or irregularities therein, and to accept the proposal in whole, or portions of the proposal that, in the opinion of the Board, is in the best interest of the Board and of the County of Boulder, State of Colorado.

**Americans with Disabilities Act (ADA):**

If you need special services provided for under the Americans with Disabilities Act, contact the ADA Coordinator or the Human Resources office at (303) 441-3525 at least 48 hours before the scheduled event.

## **TERMS AND CONDITIONS**

1. Bidders are expected to examine the drawing, specifications, schedule of delivery, and all instructions. Failure to do so will be at the bidder's risk.
2. Each bidder shall furnish the information required in the Invitation to Bid.
3. The Contract/Purchase Order will be awarded to that responsible bidder whose submittal, conforming to the Invitation to Bid, will be most advantageous to the County of Boulder, price and other factors considered.
4. The County of Boulder reserves the right to reject any or all bids and to waive informalities and minor irregularities in bids received, and to accept any portion of or all items proposed if deemed in the best interest of the County of Boulder to do so.
5. No submittal shall be withdrawn for a period of thirty (30) days subsequent to the opening of bids without the consent of the County Purchasing Agent or delegated representative.
6. A signed purchase order or contract furnished to the successful bidder results in a binding contract without further action by either party.
7. Late or unsigned bids will not be accepted or considered. It is the responsibility of bidders to insure that the bid arrives at the Administrative Services Front Desk or appropriate email box prior to the time indicated in the "Invitation to Bid."
8. The proposed price shall be exclusive of any Federal or State taxes from which the County of Boulder is exempt by law.
9. Any interpretation, correction or change of the bid documents will be made by Addendum. Interpretations, corrections and changes of the bid documents made in any other manner will not be binding, and bidder shall not rely upon such interpretations, corrections and changes. The County's Representative will not be responsible for oral clarification.
10. Confidential/Proprietary Information: Bids submitted in response to this "Invitation to Bid" and any resulting contract are subject to the provisions of the Colorado Public (Open) Records Act, 24-72-201 et.seq., C.R.S., as amended. Any restrictions on the use or inspection of material contained within the bid and any resulting contract shall be clearly stated in the bid itself. Confidential/proprietary information must be readily identified, marked and separated/packaged from the rest of the bid. Co-mingling of confidential/proprietary and other information is NOT acceptable. Neither a bid, in its entirety, nor bid price information will be considered confidential/proprietary. Any information that will be included in any resulting contract cannot be considered confidential.
11. Boulder County promotes the purchase/leasing of energy efficient, materials efficient and reduced toxic level products where availability, quality and budget constraints allow. Bidders are expected whenever possible to provide products that earn the ENERGY STAR and meet the ENERGY STAR specifications for energy efficiency with power management features enabled. Bidders are encouraged to offer products and equipment with post-consumer recycled-content materials. Products should be packaged and delivered with a minimum amount of recycled packaging that adequately protects the product, but is not excessive.

## **SPECIFICATIONS**

### **BID #6803-18**

### **FLOOD-CONSTRUCTION SERVICES FOR HALL RANCH II ACCESS ROAD**

#### **BACKGROUND:**

Boulder County through its Parks and Open Space Department (BCPOS) owns and manages the subject project area (also referred to as Hall Ranch II). The South St. Vrain Creek experienced damage to its stream course, banks, riparian and upland areas, as well as ditches, bridges, roads and private homes from the 2013 flood. The very severe damage in this project area was due to the volume and velocity of water and amount of sediment and other debris immediately exiting the canyon and entering the valley. High stream forces due to sediment laden flows stripped sections of the gravel road surface, eroded gullies through the road surface and sub-base, damaged culverts, caused debris flows across the road and clogged roadside ditches. Most significantly, the hydrodynamic forces completely eroded a 240 foot section of the access road where the South St. Vrain Creek shifted its channel into the road alignment. A temporary low water crossing was put in place during the implementation of the Hall Meadows South St. Vrain Stream Restoration project in order to transport excess materials to the old quarry site located on Hall Ranch II. This temporary low water crossing has been approved by United States Army Corps of Engineers (USACE) and Boulder County to remain in place and will be used as the initial base for the new road reconstruction.

The purpose of the project is to restore the only access road into the Hall Ranch II property to its pre-flood alignment and grade, and to secure mitigation measures that provide protection from subsequent events. The Project site is located at 1450 Old St. Vrain Road, Lyons, CO 80540.

#### **SCOPE OF WORK:**

The Scope of Work includes the following major phases of the work with specific items and conditions:

- a. Secure applicable permits prior to construction startup. Please reference permits under additional information.
- b. Project Set-Up and Coordination  
The Consultant will conduct a project kickoff meeting with BCPOS staff to review project background, existing information and to develop a list of critical path items. The Contractor should expect to attend a weekly progress meeting during active construction. Once work has been substantially completed, a walk-through of the constructed project will occur and any remaining “punch list” item will be identified. A project close out meeting will be held for final inspection and acceptance by the County.
- c. Mobilization and project controls.  
Site preparation including pre-construction survey, necessary Best Management Practices (BMP), and any further soil analysis and testing that may be needed.
- d. Clearing and grubbing within limits of disturbance and removing and stockpiling topsoil; relocate stream corridor to designed alignment and vertical profile.

- e. Dewatering temporary excavations in channel and off channel.
- f. Channel and floodplain excavation in conformity with the lines and grades shown in the construction drawings.
- g. Hauling excess unwanted material to predetermined disposal site. An agreement is in place to haul excess material to the old quarry site located on the property (see Attachment J).
- h. Road embankment fill and stabilization. The Hall Ranch II Plans and Specifications depict the embankment necessary for the permanent road. A temporary low water crossing was recently constructed for use in another project and will be used as a base to construct the permanent road. The Plans and Specifications for the temporary low water crossing are depicted in Attachment K.
- i. Placement of bank stabilization structures such as dry stacked boulder toe, riprap and soil riprap at different vertical locations.
- j. Placement of RCP elliptical culverts and concrete low water crossing.
- k. Surface and compact road with class 6 Aggregate Base Course (ABC).
- l. Restoration of internal access/haul routes, staging areas and demobilization.

**Please note all cut excavation, placing of embankment and hauling of excess material is being paid and measured as Unclassified Excavation Complete in Place, make sure your unit prices reflect these requirements, as no additional compensation will be paid.**

The Design/Engineering Consultant responsible for developing the plans and specifications will be available to make a visit to the project site in response to questions arising from progress of the work, within one work day notice, for the duration of the construction phase. As a quality assurance/quality control measure, the Design/Engineering Consultant shall review material testing requirements, conduct inspections and provide services as needed for the evaluation of a well-constructed project. The Design/Engineering Consultant shall provide materials testing standards in the construction specifications for this project. Routine testing services during the construction phase will be the responsibility of the selected construction contractor.

#### **ADDITIONAL INFORMATION:**

##### **Pre-Construction Meeting**

Prior to commencement of work, the selected contractor, any subcontractors and the persons responsible for coordination of the work shall meet with representatives from Boulder County. The meeting will be held at the Boulder County Parks and Open Space Administrative Building, 5201 St. Vrain Road, Longmont, Colorado 80503. Please call 303-678-6200 for directions. The detailed preconstruction conference agenda will be provided to the selected contractor for review prior to the meeting and the contractor is responsible for providing a base line schedule to the County's representative at the meeting. Also, weekly periodic progress meetings will be conducted to discuss schedules, progress, coordination, submittals and project related problems.

##### **Schedule and General Conditions**

The tentative schedule for construction is late February 2018 through April 2018, dependent upon final contract award date and weather conditions. The Contractor should be prepared for

winter conditions and take all appropriate measures to ensure proper construction of all elements of the scope of work, including but not limited to, cold weather protection for new concrete, proper compaction of embankment and roadway surfacing. These measures should be incorporated into the unit costs of each line item in the Bid Tab and will not be paid as extra costs.

This project is in an area of many protected plants and wildlife, and as such, there are special provisions that are outlined in the Hall Ranch II Specifications. These provisions will be closely monitored by BCPOS and must be strictly adhered to by the selected Contractor.

### **BCPOS COMMITMENTS:**

#### **Drawings and Specifications:**

BCPOS will provide digital Drawings and Specifications files as needed by the contractor in order to fulfill the terms of the contract.

#### **Permits:**

BCPOS and the contractor will share responsibility for obtaining permits and licenses. BCPOS will obtain the following permits:

- a. U.S. Army Corps of Engineers Section 404 permit;
- b. U.S. Fish and Wildlife Service threatened and endangered species consultation;
- c. State Historical Preservation Office (SHPO) Section 106 clearance;
- d. Boulder County Land Use permit;
- e. Boulder County Stream Restoration permit (initial submittals): including supporting documentation for the Floodplain Development permit and Grading permit

#### **Staging Areas:**

Staging areas are identified on the Drawings.

### **CONTRACTOR RESPONSIBILITIES:**

#### **Drawings and Specifications:**

The contractor agrees to work in a timely and efficient manner, and in accordance with the Drawings and Specifications to accomplish the tasks specified in this Project.

#### **Permits:**

BCPOS and the contractor will share, as specified above, in the responsibility for obtaining permits and licenses as described in the Drawings and Specifications.

The Contractor will obtain permits required for construction, including the following:

- a. Colorado Department of Public Health and Environment (CDPHE) Water Quality Control Division Storm Water General Permit for Construction Activities;
- b. CDPHE Construction Dewatering Wastewater Discharge Permit;

- c. Boulder County Stream Restoration permit (final submittals): including final information for Floodplain Development permit, Grading permit, MS4 permit and Transportation Access permit;
- d. Oversize/Overweight permits (if applicable).

Collectively referred to hereinafter as **“Contractor-required permits.”**

#### **TIME LIMIT:**

Permitting will commence within ten (10) calendar days of the date of the execution of the Contract, and Contractor Required Permit applications will be submitted to applicable approval agencies within twenty (20) calendar days of the execution of the Contract. Project mobilization will commence within ten (10) calendar days of approval of all Contractor Required Permits. The Project is to be completed within sixty (60) calendar days from the date of mobilization.

**In the event the selected contractor is unable to commence work as agreed to, the Boulder County Commissioners may rescind the bid award and proceed to award the contract to another bidder based on BID #6803-18, re-bid the work, or proceed in any lawful manner the County deems necessary.**

#### **EQUIPMENT:**

All equipment and vehicles utilized by the contractor shall meet all the requirements of federal, state and local regulations without limitation including all U. S. Department of Transportation (USDOT), and Colorado Department of Transportation (CDOT) safety regulations. Equipment operating within or adjacent to any surface waters shall be free of fluid leaks. Biodegradable hydraulic fluids shall be utilized for all equipment operating in surface waters. The contractor shall submit a list of equipment operating with certified non-toxic, biodegradable hydraulic fluids to the engineer prior to use. All fueling, oiling, or maintenance of equipment shall be performed in designated upland locations, with adequate BMP's to contain potential spills. See Plans and Specifications for specific requirements and specifications.

#### **STAGING AREA:**

All equipment must be maintained and in good working order. Continuous, excessive oil and hydraulic fluid leakage will not be tolerated and will be cause to have the machinery removed from the project site and including removal of any contaminated soil by the contractor. All operators shall have the skills to operate the machinery in a responsible, safe, and efficient manner while being conscientious of the natural resource values. The contractor is responsible for providing on-site portable toilet facilities for their staff.

#### **OVERNIGHT CAMPING:**

Boulder County prohibits any overnight camping; all operational staff, including designated security staff, are not authorized to be present at Project site from sunset to sunrise, the open space property will remain closed during these hours to the contractor and its subcontractors

and/or designated representatives and/or agents, unless specifically authorized by a BCPOS representative.

**HOURS OF OPERATION:**

Contractor work hours shall be Monday through Friday, 7:00 a.m. to 5:00 p.m. Work on Saturdays and Sundays, nights, and designated Federal Holidays shall not be allowed unless approved, in writing, by the County.

**CHANGE ORDERS:**

Any unplanned, change orders, modifications or additional services to this Project, shall be submitted by the Contractor, in a separate, written document, including a fee schedule and completion schedule and presented to the County for review. Approval from the County, in writing, must accompany all change order requests.

**SELECTION CRITERIA:**

In order to be eligible for consideration, a contractor must submit all information as requested herein. Omission of any of the required information may be grounds to reject the contractor's bid from further consideration. The selection criteria will include, but is not limited to:

- A. Technical ability, capacity, experience and skill of the contractor, and key team members assigned to the project.
- B. Past experience of the company having successfully completed projects of similar size and complexity.
- C. Quality and/or performance of work provided on previous projects.
- D. References and recommendations from former customers and/or design engineers and clients.
- E. Financial ability, sufficiency of resources, and bonding capacity to undertake and successfully complete the project.
- F. Organization and completeness of the Statement of Qualifications.
- G. Other relevant information provided by the contractor.
- H. Company selection will be based on the bid that provides Boulder County with the best cost and quality project.
- I. Ability to commence the work within ten (10) calendar days of approval of all Contractor Required Permits and ability to complete construction within sixty (60) calendar days from the date of mobilization.



**BID TAB (1 OF 3) - ROADWAY****BID #6803-18  
FLOOD-CONSTRUCTION SERVICES FOR  
HALL RANCH II ACCESS ROAD**

NO.	PAY ITEM DESCRIPTION	UNIT	TOTAL QUANTITY	UNIT PRICE	TOTAL COST
1	Clearing and Grubbing	LS	1		
2	Clean culvert	EA	1		
3	Unclassified Excavation (Complete In Place) *Quantities adjusted to account for temporary low water crossing	CY	738*		
4	Blading-incidental work if necessary	HOUR	10		
5	Truck (Dump) -incidental work if necessary	HOUR	30		
6	Combination Loader-incidental work if necessary	HOUR	30		
7	Potholing-incidental work if necessary	HOUR	8		
8	Laborer-incidental work if necessary	HOUR	24		
9	Topsoil	CY	19		
10	Stockpile Topsoil	CY	19		
11	Wetland Topsoil	CY	13		
12	Stockpile Wetland Topsoil	CY	13		
13	Biodegradable Erosion Log (12")	LF	568		
14	Concrete Washout Structure	EA	1		
15	Erosion Control Supervisor	DAY	5		
16	Seeding (Upland)	ACRE	0.12		
17	Mulching (Hydromulch)	ACRE	0.24		
18	Aggregate Base Course (Class 6)	TON	1821		
19	Wildlife Biologist (if necessary)	HOUR	24		
20	Soil Riprap (9 inch)	CY	282		
21	Sanitary Facility	EACH	1		
22	Construction Surveying	LS	1		
23	Mobilization	LS	1		

**ROADWAY BID SUB-TOTAL: \_\_\_\_\_**

**BID TAB (2 OF 3) - CHANNEL****BID #6803-18  
FLOOD-CONSTRUCTION SERVICES FOR  
HALL RANCH II ACCESS ROAD**

NO.	PAY ITEM DESCRIPTION	UNIT	TOTAL QUANTITY	UNIT PRICE		TOTAL COST
1	Removal of Tree	EA	2			
2	Unclassified Excavation (Complete In Place) *Quantities adjusted to account for temporary low water crossing	CY	3,080*			
3	Topsoil	CY	94			
4	Stockpile Topsoil	CY	94			
5	Wetland Topsoil	CY	17			
6	Stockpile Wetland Topsoil	CY	17			
7	Water Control	LS	1			
8	Seeding (Upland)	ACRE	0.23			
9	Seeding (Wetlands)	ACRE	0.01			
10	Mulching (Hydromulch)	ACRE	0.24			
11	Willow Cuttings	EACH	400			
12	Geotextile (erosion Control) (Class 1)	SY	1204			
13	Riprap (Special) or boulder toe protection	TON	450			
14	Riprap (9 inch)	CY	180			
15	Dry Rubble Slope and Paving	CY	60			

**CHANNEL BID SUB-TOTAL:\_\_\_\_\_**

**BID TAB (3 OF 3) - LOW WATER CROSSING****BID #6803-18****FLOOD-CONSTRUCTION SERVICES FOR  
HALL RANCH II ACCESS ROAD**

NO.	PAY ITEM DESCRIPTION	UNIT	TOTAL QUANTITY	UNIT PRICE		TOTAL COST
1	Unclassified Excavation (Complete In Place)	CY	312			
2	Structure excavation	CY	67			
3	Structure backfill (Class 1)	CY	51			
4	Topsoil	CY	46			
5	Stockpile Topsoil	CY	46			
6	Wetland Topsoil	CY	14			
7	Stockpile Wetland Topsoil	CY	14			
8	Check Dam	EACH	3			
9	Seeding (Wetlands)	ACRE	0.09			
10	Mulching (Hydromulch)	ACRE	0.09			
11	Geotextile (erosion Control) (Class 1)	SY	125			
12	Riprap (9 inch)	CY	32			
13	Riprap (18 inch)	CY	90			
14	Concrete Class B	CY	10			
15	38x24 Inch Reinforced Concrete Pipe Elliptical (Complete In Place)	LF	78			
16	38x24 Inch Reinforced Concrete End Section Elliptical	EACH	4			

**LOW WATER CROSSING BID SUB- TOTAL:**\_\_\_\_\_**BID TAB 1 – ROADWAY:**\_\_\_\_\_**BID TAB 2 – CHANNEL:**\_\_\_\_\_**BID TAB 3 – LOW WATER CROSSING:**\_\_\_\_\_**BID TOTAL:**\_\_\_\_\_

**SIGNATURE PAGE**

**BID #6803-18  
FLOOD-CONSTRUCTION SERVICES FOR  
HALL RANCH II ACCESS ROAD**

**SIGN AND RETURN THIS SUBMITTAL PAGE WITH YOUR BID.**

Contact Information	Response
Company Name including DBA	
List type of organization (Corporation, Partnership, etc)	
Legal Name, Title and Email of Person authorized to contract with Boulder County (include initials, if applicable)	
Name, Title and Email of Person submitting Bid	
Company Address	
Company Telephone Number	
Company Website	
Company Fax Number	

**By signing below I certify that:**

I am authorized to bid on my company's behalf.

I am not currently an employee of Boulder County.

None of my employees or agents is currently an employee of Boulder County.

I am not related to any Boulder County employee or Elected Official.

**(Sole Proprietorships Only) I am not a Public Employees' Retirement Association (PERA) retiree.**

\_\_\_\_\_  
**Signature of Person Authorized to Bid on  
Company's Behalf**

\_\_\_\_\_  
**Date**

Note: If you cannot certify the above statements, please explain in a statement of explanation.

## **SUBMITTAL SECTION**

### **BID #6803-18 FLOOD-CONSTRUCTION SERVICES FOR HALL RANCH II ACCESS ROAD**

Please submit the following information in the order listed below:

- A. Name of your company / organization including DBA
- B. List the type of organization: (Corporation, Partnership, etc)
- C. Complete Company Address
- D. Names and Address of the Partners if applicable
- E. Contact Person(s)
- F. Company telephone number, Fax, e-mail
- G. Submit three references and their contact information
- H. Copies of Certifications and/or Licenses', if applicable

## SUBMITTAL SECTION CHECKLIST

### **BID #6803-18 FLOOD-CONSTRUCTION SERVICES FOR HALL RANCH II ACCESS ROAD**

- |                                      |               |                          |
|--------------------------------------|---------------|--------------------------|
| 1. SIGNATURE PAGE                    |               | <input type="checkbox"/> |
| 2. BID/PROPOSAL                      |               | <input type="checkbox"/> |
| 3. BID BOND (if required)            |               | <input type="checkbox"/> |
| 4. PERFORMANCE AND PAYMENT BONDS     | (if required) | <input type="checkbox"/> |
| 5. INSURANCE CERTIFICATES            |               | <input type="checkbox"/> |
| 6. W-9                               |               | <input type="checkbox"/> |
| 7. SAM.gov REGISTRATION Verification |               | <input type="checkbox"/> |
| 8. DUNS NUMBER                       |               | <input type="checkbox"/> |
| 9. NARRATIVE (if required)           |               | <input type="checkbox"/> |
| 10. ADDENDUM ACKNOWLEDGEMENTS        |               | <input type="checkbox"/> |

ALL ITEMS MUST BE PROVIDED WITH YOUR BID/PROPOSAL OR YOUR  
BID/PROPOSAL WILL BE DEEMED NON-RESPONSIVE.

I CERTIFY THAT I HAVE PROVIDED ALL ITEMS COMPLETELY AND ACCURATELY  
LISTED AS LISTED ON THE SUBMITTAL SECTION CHECKLIST.

---

**Signature of Person Authorized to Bid on**                      **Date**  
**Company's Behalf**

# **ATTACHMENT A**

## **SAMPLE CONTRACT**

THIS CONTRACT ("Contract") is entered into between the COUNTY OF BOULDER, State of Colorado, acting by and through its Board of County Commissioners ("County") and LEGAL COMPANY NAME ("Contractor"), a Colorado Corporation, Address, City, State, zip code, telephone number 000-000-0000 and fax number 000-000-0000, (collectively, the "Parties").

In consideration of the rights and obligations specified below, the County and the Contractor agree as follows:

1. Incorporation into Contract: The following documents (the "Contract Documents") are each expressly incorporated into this Contract by reference:

a. The attached Scope of Work, or/and Bid Specifications of Boulder County BID No. XXXX-XX and Addendum, together with any alterations and/or modifications to these Specifications ("the Bid Documents");

b. The Federal Emergency Management Agency's Grant Program Requirements for Procurement Contracts Addendum and Contract Documents;

c. The attached Contractor's proposal in response to the Bid Document (the "Proposal") including the Contractor's fee schedule; and

d. The attached revised scope of services, attached hereto as Exhibit A (the "Scope of Services").

2. Work to be Performed: The Contractor agrees that it will, in a good and workmanlike manner, at its own cost and expense and strictly in accordance with this Contract, including all documents incorporated herein, furnish all labor, material and equipment and do all work necessary, or incidental to complete the following Boulder County project: NAME OF PROJECT, (hereinafter referred to as the "Project").

Contractor shall be authorized to do business in the State of Colorado and shall provide the County a current Certificate of Good Standing evidencing such authorization. Furthermore, Contractor shall be responsible for all applicable sales and employment taxes.

3. Quality of Performance: The Contractor shall perform the Contract in a manner satisfactory and acceptable to the County. The County shall be the sole judge of the quality of performance.

4. Schedule of Work: The Contractor shall perform the Work during the hours designated by the County so as to avoid inconvenience to the County and its personnel and interference with the County's operations.

5. Payment: In consideration of the foregoing, the County hereby agrees to pay to the Contractor the amounts required for the completion of the project at the base bid amount of \$0,000.00 all according to the provisions and subject to the conditions as set forth in the FEMA ADDENDUM, and Contract Documents. Contractor shall submit, in writing, to Boulder County, a request for all payments. Upon receipt of applicable guaranties/warranties as specified in paragraph 8, Representations, Guaranty and Warranties, final payment shall be paid upon the satisfactory completion of the Project and provided that no claims are made against the Project, based upon responses from the Notice of Final Settlement. Contractor is responsible for submitting a final invoice for any retainage held. The County, in its sole discretion, shall determine satisfactory completion.

Invoices submitted must contain sufficient information detailing all expenses. Invoices shall be submitted on company letterhead and include, but not limited to, depending on the activity completed, designated project name, date(s), type of work performed, rate per hour, number of hours worked, mileage, mileage rate, and any associated administrative fees. Additionally, all invoices should contain the current date, invoice number, amount due and current return address.

- a. Send completed invoices to:  
pospayables@bouldercounty.org or to  
Boulder County  
Parks and Open Space Department  
Attention: A/P  
5201 St. Vrain Road  
Longmont, CO 80503
- b. Failure to submit invoices in a timely manner and in accordance with the terms of this Contract may cause a delay in payment.
- c. The County reserves the right to recoup any damages incurred as a result of Contractors failure to submit invoices pursuant to the terms of this paragraph.



6. Term and Time: This Contract shall begin and become effective on and as of the date of execution by the parties which date is specified on the signature page of this Contract. It is further agreed that time is of the essence and work shall begin within five (5) days of execution of the Contract, and when a "Notice to Proceed" has been issued by the County, unless determined differently by the County, in its sole discretion, and be COMPLETED IN NUMBER OF DAYS OR COMPLETED BY DATE FROM DATE OF NOTICE TO PROCEED, WEATHER PERMITTING, unless additional time shall be allowed by the County, in writing. The Contract shall be in full force and effect, subject to the Termination provisions as set forth in paragraph 21 of this Contract.

7. Retainage: The County reserves the right to withhold a retainage of five percent (5%) on any or all payments until all of the work is accepted by the County, at its sole discretion, as satisfactory and complete.

8. Representations, Guaranty and Warranties: Contractor shall furnish the County with a written guaranty covering all labor, materials and workmanship incorporated in the work for one year upon completion of the Project. Where the specifications require additional warranties or guarantees, the Contractor shall procure such warranties and deliver them to the County on completion of the work. Such warranties will not lessen the Contractor's responsibilities under the purchase order documents. Whenever warranties or guarantees are required by the specifications for a period longer than one year, such longer period shall govern. Contractor acknowledges final payment terms as specified in paragraph 5, Payment.

Contractor represents and warrants the following to The County, as a material inducement to the County to execute this Contract, which representations and warranties shall survive the execution and delivery of this Contract, any termination of this Contract, and the final completion of the work.

- a. Execution of this Contract and performance thereof is within the Contractor's duly authorized powers;
- b. Any individual executing this Contract is authorized to do so by the Contractor;
- c. The Contractor is authorized to do business in the State of Colorado and is properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over the Work and the project; and

d. The Contractor and its subcontractors, if any, are financially solvent, able to pay all debts as they mature, and possessed of sufficient working capital to complete the work and perform all obligations under the Contract.

9. Bond Submittal: The combined bonds are required and must be in an amount equal to one hundred percent (100%) of the contract amount as specified in paragraph 5, Payment.

a. Payment Bond: This Contract shall not take effect or be in force until said Contractor shall have furnished and delivered to the County a surety bond acceptable to the County, in a penal sum equal to the nearest integral \$100.00 in excess of the estimated Contract price as per proposal hereto attached, duly executed by a corporate surety, qualified and licensed to do business in Colorado and maintaining a general agent therein.

b. Performance Bond: This Contract shall not take effect or be in force until said Contractor shall have furnished and delivered to the County a surety bond acceptable to the County, in a penal sum equal to the nearest integral \$100.00 in excess of the estimated Contract price as per proposal hereto attached, duly executed by a corporate surety, qualified and licensed to do business in Colorado and maintaining a general agent therein.

10. Permits, Licenses, Locates and Codes: The Contractor shall have full responsibility for identifying and obtaining, prior to the start of work under this Contract, and for maintaining throughout the term of this Contract, any permits and licenses which may be required in order to carry out the work. The Contractor shall also be responsible for following all State and County codes, which may be required in order to carry out the Project. The Contractor shall also be responsible for all "locates" of all public utilities related to performing work under the terms of this Contract. The Contractor shall also be responsible for insuring that any of its subcontractors performing work under the terms of this Contract also satisfy the provisions of this paragraph.

11. Contractor Licensing: General contractors, HVAC contractors, and roofing contractors require licensing through Boulder County. Electricians and plumbers must be state-licensed and registered with the Boulder County Building Safety and Inspection Division. It is the responsibility of the Contractor to apply for and ensure the appropriate Contractor's license is obtained prior to project commencement. In addition, the Contractor

is responsible for submitting a copy of the current license to the Parks and Open Space Contract Coordinator as listed in paragraph 23, Notices. Project shall not proceed until said document is received by the Parks and Open Space Contract Coordinator, if applicable, as determined by the Boulder County Building Safety and Inspection Division. The Contractor will comply with all state and local licensing requirements, including but not limited to, filing the State of Colorado Statement of Foreign Entity Authority paperwork, if Contractor is not a Colorado company.

12. Sustainability: The County encourages the Contractor to incorporate the practice of recycling and/or reuse of construction and/or de-construction materials in a manner that will allow maximum recycling/reuse of Project materials.

13. Indemnity: The Contractor shall be liable and responsible for any and all damages to persons or property caused by or arising out of the actions, obligations, or omissions of the Contractor, its employees, agents, representatives or other persons acting under the Contractor's direction or control in performing or failing to perform the Work under this Contract. The Contractor will indemnify and hold harmless the County, its elected and appointed officials, and its employees, agents and representatives (the "indemnified parties"), from any and all liability, claims, demands, actions, damages, losses, judgments, costs or expenses, including but not limited to attorneys' fees, which may be made or brought or which may result against any of the indemnified parties as a result or on account of the actions or omissions of the Contractor, its employees, agents or representatives, or other persons acting under the Contractor's direction or control.

14. Governmental Immunity: Nothing in this Contract shall be construed in any way to be a waiver of the County's immunity protection under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended.

15. Insurance Requirements: The Contractor shall procure and maintain at its own expense, and without cost to the County, the following kinds and minimum amounts of insurance for purposes of insuring the liability risks which the Contractor has assumed until this Contract has expired or is terminated:

a. Commercial General Liability.

Coverage should be provided on an Occurrence form, ISO CG0001 or equivalent. The policy shall be endorsed to include Additional Insured endorsements CG 2010 (or equivalent), Designated Construction Projects General Aggregate Endorsement

CG2503 (or equivalent) and Additional Insured (for products/completed operations) CG 2037 (or equivalent). Minimum limits required of \$1,000,000 Each Occurrence, \$2,000,000 General Aggregate and \$2,000,000 Products Completed Operations Aggregate". The County requires Products/Completed Operations coverage to be provided 2 years after completion of construction. An endorsement must be included with the certificate.

b. Automobile Liability.

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of the Contract. Minimum limits \$1,000,000 Each Accident.

c. Workers' Compensation and Employer's Liability.

Workers' Compensation must be maintained with the statutory limits. Employer's Liability is required for minimum limits of \$100,000 Each Accident/\$500,000 Disease-Policy Limit/\$100,000 Disease-Each Employee.

d. Umbrella / Excess Insurance

Umbrella/Excess Liability insurance in the amount \$3,000,000.00, following form.

e. Professional Liability (Errors and Omissions).

Professional liability coverage with minimum limits of \$1,000,000 Per Loss and \$1,000,000 Aggregate. Professional Liability provisions indemnifying for loss and expense resulting from errors, omission, mistakes or malpractice is acceptable and may be written on a claims made basis. The contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

f. Pollution Liability.

Coverage shall cover the Contractor's completed operations. The coverage must also include sudden and gradual pollution conditions including clean-up costs when mandated by governmental authority, when required by law or as a result of a third party claim. Minimum limits required are \$1,000,000 Per Loss and \$1,000,000 Aggregate. If the coverage is written

on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under this contract is completed.

The Contractor shall forward certificates of insurance directly to the Boulder County Parks and Open Space Department, 5201 St. Vrain Road, Longmont, Colorado, 80503, Attention: ENTER PARKS CONTACT NAME, demonstrating that the insurance requirements have been met prior to the commencement of Work under this Contract.

Boulder County shall be named as an additional insured for General Liability and Pollution Liability, as designated in the contract. Additional insured shall be endorsed to the policy.

The additional insured wording shall be as follows:  
County of Boulder, State of Colorado, a body corporate and politic, is named as Additional Insured.

Certificate Holder:  
Boulder County  
Attn: Risk Manager  
P.O. Box 471  
Boulder, CO 80306

Notice of Cancellation: If any insurance company refuses to provide the required notice, the Contractor or its insurance broker shall notify the County of any cancellation, suspension, and/or nonrenewal of any insurance within seven (7) days of receipt of insurers' notification to that effect.

16. Nondiscrimination: The Contractor agrees to comply with the letter and spirit of the Colorado Anti-Discrimination Act, C.R.S. § 24-34-401, et seq., as amended, and all applicable local, state and federal laws respecting discrimination and unfair employment practices. Boulder County prohibits unlawful discrimination on the basis of race, color, religion, gender, gender identity, national origin, age 40 and over, disability, socio-economic status, sexual orientation, genetic information, or any other status protected by applicable federal, state or local law and the Boulder County Policy manual (of which is available upon request).

17. Nondiscrimination Provisions Binding on Subcontractors:  
In all solicitations, either by competitive bidding or negotiation, by the Contractor for any Work related to this Contract to be

performed under a subcontract, including procurement of materials or equipment, the Contractor shall notify each potential subcontractor of the Contractor's obligations under this Contract, and of all pertinent regulations relative to nondiscrimination and unfair employment practices, as set forth above.

18. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, as determined by the County within its sole discretion, the County shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the Contractor under the Contract until the Contractor complies with the nondiscriminatory provision set forth in paragraph 16 of this Contract; and/or
- b. cancellation, termination, or suspension of the Contract, in whole or in part, effective upon seven (7) days written notice to the Contractor pursuant to paragraph 21 of this Contract.

19. Subcontractors: The Contractor will include the provisions of paragraphs 16 through 18 in every subcontract, including procurement of materials and leases of equipment. The Contractor will take such action with respect to any subcontractor or procurement as the County of Boulder 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 supplier as a result of such direction, the County may, at its own discretion, enter into such litigation to protect the interests of the County.

20. Post Completion: Final payment made to the Contractor, on account of the work, shall not operate to relieve the Contractor of responsibility for faulty material or workmanship, and unless otherwise provided, the Contractor shall remedy any defect due thereto and pay for any damages resultant there from.

21. Termination and Related Remedies:

- a. The other provisions of this Contract notwithstanding, financial obligations of Boulder County payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. Boulder County is prohibited by law from making financial commitments beyond the term of its current fiscal year. The County has contracted for goods and/or services under this

Contract and has reason to believe that sufficient funds will be available for the full term of the Contract. Where, however, for reasons beyond the control of the Board of County Commissioners as the funding entity, funds are not allocated for any fiscal period beyond the one in which this Contract is entered into, the County shall have the right to terminate this Contract by providing seven (7) days written notice to the Contractor pursuant to paragraph 23, and will be released from any and all obligations hereunder. If the County terminates the Contract for this reason, the County and the Contractor shall be released from all obligations to perform Work and make payments hereunder, except that the County shall be required to make payment for Work which has been performed by the Contractor prior to the effective date of termination under this provision; and, conversely, the Contractor shall be required to complete any Work for which the County has made payment prior to providing written notice to the Contractor of the termination. In such an event, Boulder County is released from all liability whatsoever and will not be responsible for payment of any costs or expenses incurred in reliance upon this Contract beyond that amount which has been appropriated and made available for this Contract and neither party shall have any further liability hereunder, said Contract to cease and terminate as of such date.

b. If the Contractor defaults or persistently fails or neglects to carry out the Work in accordance with the Contract, or fails to perform any provision of the Contract, the County, after seven (7) days written notice to the Contractor and without prejudice to any other remedy it may have, may make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor or, at its option, may terminate the Contract and may finish the Work by whatever method it may deem expedient, if such expense exceeds the unpaid balance of the Contract, the Contractor shall pay the difference to the County.

c. In the event the County exercises either of the termination rights specified in paragraphs 21(a) or 21(b), this Contract shall cease to be of any further force and effect, with the exception of all Contract remedies which are specified herein and may otherwise be available to the parties under the law, and with the exception of any rights or liabilities of the parties which may survive by virtue of this Contract.

d. The preceding provisions notwithstanding, the County may terminate this Contract, either in whole or in part, for any reason, whenever the County determines that such termination

is in the County's best interests. Such termination shall be effective after the County provides seven (7) days written notice to the Contractor pursuant to paragraph 23.

Termination of work hereunder shall be effected by the delivery to the Contractor of a "Notice of Termination" specifying the extent to which performance of work, under the Contract, is terminated and the date upon which such termination becomes effective. After receipt of the "Notice of Termination", the Contractor shall cancel its outstanding commitments hereunder covering the procurement of materials, supplies, equipment and miscellaneous items. In addition, the Contractor shall exercise all reasonable diligence to accomplish the cancellation or diversion of its outstanding commitments covering personal services and extending beyond the date of such termination to the extent that they relate to the performance of any work terminated by the notice. The Contractor shall then submit a written claim for all outstanding amounts to the County, due within the timeframe as specified, thirty (30) days, upon receipt of "Notice of Termination", from the County.

22. Independent Contractor: The Parties recognize and agree that the Contractor is an independent contractor for all purposes, both legal and practical, in performing services under this Contract, and that the Contractor and its agents and employees are not agents or employees of Boulder County for any purpose. As an independent contractor, the Contractor shall be responsible for employing and directing such personnel and agents as it requires to perform the services purchased under this Contract, shall exercise complete authority over its personnel and agents, and shall be fully responsible for their actions.

Contractor acknowledges that it is not entitled to unemployment insurance benefits or workers' compensation benefits from Boulder County, its elected officials, agents, or any program administered or funded by Boulder County. Contractor shall be entitled to unemployment insurance or workers' compensation insurance only if unemployment compensation coverage or workers' compensation coverage is provided by Contractor, or some other entity that is not a party to this Contract. Contractor is obligated to pay federal and state income tax on any monies earned pursuant to this Contract.

23. Notices: For purposes of the notices required to be provided under paragraphs 15, and 21, all such notices shall be in writing, and shall be either sent by Certified U.S. Mail - Return Receipt Requested, Electronic Mail (Email) or hand-delivered to the following representatives of the parties at the following addresses:



For the County: Parks and Open Space Department  
Attention:  
5201 St. Vrain Road  
Longmont, CO 80503  
Contract Staff@bouldercounty.org

For the Contractor: Name of Company  
Project Contact  
Address  
City, State ZIP  
EMAIL

In the event a notice is mailed pursuant to the provisions of this paragraph, the time periods specified in paragraph 21 shall commence to run on the day after the postmarked date of mailing.

24. Statutory Requirements: This Contract is subject to all statutory requirements that are or may become applicable to counties or political subdivisions of the State of Colorado generally. Without limiting the scope of this provision, the Contract is specifically subject to the following statutory requirement:

Contract payments may be withheld pursuant to C.R.S. § 38-26-107 if the County receives a verified statement that the Contractor has not paid amounts due to any person who has supplied labor or materials for the project.

25. Prohibitions on Public Contract for Services: Pursuant to Colorado Revised Statutes (C.R.S.), § 8-17.5-101, et seq., as amended, the Contractor shall meet the following requirements prior to signing this Contract (public contract for service) and for the duration thereof:

A. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

B. The Contractor shall not 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 public contract for services.

C. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work

under this public contract for services through participation in either the E-Verify Program or the Department Program.

D. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.

E. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and, terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous sentence, 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.

F. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

G. If Contractor violates any provisions of this Section of this Contract, the County may terminate this Contract for breach of contract. If the Contract is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

26. Amendments: This Contract may be altered, amended or repealed only on the mutual agreement of the County and the Contractor by a duly executed written instrument.

27. Assignment: This Contract shall not be assigned or subcontracted by the Contractor without the prior written consent of the County.

28. Complete Agreement/Binding Effect: This agreement represents the complete agreement between the Parties hereto and shall be fully binding upon the successors, heirs, and assigns of the Parties, if any, during the term hereof.

29. Governing Law: The laws of the State of Colorado shall govern the interpretation and enforcement of this Contract. Any litigation that may arise between the parties involving the interpretation or enforcement of the terms of this Contract shall be initiated and pursued by the parties in the Boulder Courts of the 20<sup>th</sup> Judicial District of the State of Colorado and the applicable Colorado Appellate Courts.

30. Breach: Any waiver of a breach of this Contract shall not be held to be a waiver of any other or subsequent breach of this Contract. All remedies afforded in this Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law.

31. Termination of Prior Agreements: This Contract cancels and terminates, as of its effective date, all prior agreements between the parties relating to the services covered by this Contract, whether written or oral or partly written and partly oral.

32. Invalidity Provision: Should any of the provisions of this Contract be held to be invalid or unenforceable, then the balance of the agreement shall be held to be in full force and effect as though the invalid portion was not included; provided, however, that should the invalidity or unenforceability go to the essence of the agreement or be of substantial nature, then the Party or Parties who would receive the benefit of the provision, were it not invalid or unenforceable, shall have the option to terminate this Contract, forthwith.

33. Third Party Beneficiary: The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement shall be strictly reserved to the County and the Contractor, and nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other or third person. It is the express intent of the parties to this Contract that any person receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

34. Conflict of Provisions: In the event of any conflict between the terms of this Contract and the terms of any attachments or addenda, the terms of this Contract shall control.

35. Information and Reports: The Contractor will provide to authorized governmental representatives, including those of the County, State and Federal Government, all information and reports which they may require for any purpose authorized by law. The Contractor will permit such authorized governmental representatives

access to the Contractor's facilities, books, records, accounts, and any other relevant sources of information. Where any information required by any such authorized government representative is in the exclusive possession of a person other than the Contractor, then such Contractor shall so certify to the County, and shall explain what efforts it has made to obtain the information.

36. Execution by Counterparts; Electronic Signatures: This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this Contract. Only the following two forms of electronic signatures shall be permitted to bind the Parties to this Contract: (1) Electronic or facsimile delivery of a fully executed copy of a signature page; (2) The image of the signature of an authorized signer inserted onto PDF format documents. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, CRS §§ 24-71.3-101 to -121.

37. No Suspension or Debarment: The undersigned parties certify that they are not suspended or debarred, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have executed and entered into this Contract as of the latter day and year indicated below.

Executed by BOULDER COUNTY on \_\_\_\_\_.

COUNTY OF BOULDER  
STATE OF COLORADO

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
Chair, Board of  
County Commissioners

\_\_\_\_\_  
Clerk to the Board  
Of Commissioners  
(SEAL)

CONTRACTOR

\_\_\_\_\_  
Name & Title

Executed by CONTRACTOR on \_\_\_\_\_  
(Date)

# CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, et seq., as amended 5/13/08, as a prerequisite to entering into a contract for services with Boulder County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, et seq., in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print or Type)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Note: Registration for the E-Verify Program can be completed at:  
<https://e-verify.uscis.gov/enroll/>.

# ATTACHMENT B

## ADDENDUM TO CONTRACT FEDERAL EMERGENCY MANAGEMENT AGENCY'S GRANT PROGRAM REQUIREMENTS FOR PROCUREMENT CONTRACTS

This is an addendum to the [CONTRACT NAME], RFP \_\_\_\_\_, Agreement between [CONTRACTOR] ("Contractor"), and Boulder County, (the "County").

The parties acknowledge that the above-referenced contract is subject to the provisions of 44 CFR § 13.36 and the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.). This addendum is hereby expressly incorporated into the agreement between Boulder County and the Contractor. To the extent that the terms of the Agreement and this Addendum conflict, the terms of this Addendum shall control. Nothing in this Addendum shall be construed as making this Agreement contingent upon a Presidential disaster declaration or FEMA's approval or obligation of funds.

The following provisions are hereby added and incorporated into the above-referenced Agreement:

**1. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE** *(applicable to all construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees; 44 CFR§13.36(i)(3))*

Contractor agrees to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Part 60).

**2. ANTI-KICKBACK ACT COMPLIANCE** *(applicable to all contracts and subgrants for construction or repair; 44 CFR§13.36(i)(4))*

Contractor agrees to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

**3. ACCESS TO RECORDS**

**A.** The Contractor agrees to provide the County, FEMA, the Comptroller General of the United States or any their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions. 44 CFR§13.36(i)(10).

**B.** The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

**C.** The Contractor agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than three years after the later of: (a) the date of termination or expiration of this Agreement or (b) the date County makes final payment under this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case, Contractor agrees to maintain same until the County, FEMA, the Comptroller General, or any of their duly authorized

representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. 44 CFR §13.36(i)(11).

**4. CONTRACT WORK HOURS AND SAFETY STANDARDS** *(applicable to construction contracts awarded by grantees and subgrantees in excess of \$2,000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers; 44 CFR §13.36(i)(6))*

Contractor agrees that it shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR Part 5), which are incorporated herein.

**5. NOTICE OF REPORTING REQUIREMENTS**

**A.** Contractor acknowledges that it has read and understands the reporting requirements of FEMA stated in 44CFR§ 13.40 et seq., 13.50-13.52 and Part III of Chapter 11 of the United States Department of Justice's Office of Justice Programs Financial Guide, and agrees to comply with any such applicable requirements.

**B.** The Contractor agrees to include the above clause in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions

**6. PATENT RIGHTS** *(applicable to contracts for experimental, research, or development projects financed by FEMA; 44 CFR §13.36(i)(8))*

**A. General.** If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under this Agreement, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the County and Contractor agree to take actions necessary to provide immediate notice and a detailed report to FEMA.

**B.** Unless the Government later makes a contrary determination in writing, irrespective of Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the County and Contractor agree to take the necessary actions to provide, through FEMA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR, Part 401.

**C.** The Contractor agrees to include paragraphs A and B above in each third party subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FEMA.

**7. NOTICE OF REQUIREMENTS PERTAINING TO COPYRIGHTS**

**A.** Contractor agrees that FEMA shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes:

(1) The copyright in any work developed with the assistance of funds provided under



this Agreement;

(2) Any rights of copyright to which Contractor purchases ownership with the assistance of funds provided under this Agreement. 44 CFR §13.34, 13.36(i)(8)- (9).

B. The Contractor agrees to include paragraph A above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

## **8. ENERGY CONSERVATION REQUIREMENTS**

A. The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. 44 CFR § 13.36(i)(13).

B. The Contractor agrees to include paragraph A above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

## **9. CLEAN AIR AND WATER REQUIREMENTS** *(applicable to all contracts and subcontracts in excess \$100,000, including indefinite quantities where the amount is expected to exceed \$100,000 in any year; 44 CFR §13.36(i)(12))*

A. Contractor agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

B. Contractor agrees to report each violation of these requirements to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to FEMA and the appropriate EPA regional office.

C. The Contractor agrees to include paragraph A and B above in each third party subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

## **10. TERMINATION FOR CONVENIENCE OF COUNTY** *(applicable to all contracts in excess of \$10,000; 44 CFR §13.36(i)(2))*

A. County shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. County shall exercise this option by giving Contractor written notice of termination. The notice shall specify the date on which termination shall become effective

B. Upon receipt of the notice, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to effect the termination of this Agreement on the date specified by County and to minimize the liability of Contractor

and County to third parties as a result of termination. All such actions shall be subject to the prior approval of the County. Such actions shall include, without limitation:

- (1) Halting the performance of all services and other work under this Agreement on the date(s) and in the manner specified by County.
- (2) Not placing any further orders or subcontracts for materials, services, equipment or other items.
- (3) Terminating all existing orders and subcontracts.
- (4) At County's direction, assigning to County any or all of Contractor's right, title, and interest under the orders and subcontracts terminated. Upon such assignment, County shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
- (5) Subject to County's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.
- (6) Completing performance of any services or work that County designates to be completed prior to the date of termination specified by County.
- (7) Taking such action as may be necessary, or as the County may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which County has or may acquire an interest.

C. Within 30 days after the specified termination date, Contractor shall submit to County an invoice, which shall set forth each of the following as a separate line item:

(1) The reasonable cost to Contractor, without profit, for all services and other work County directed Contractor to perform prior to the specified termination date, for which services or work County has not already tendered payment. Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total of 10% of Contractor's direct costs for services or other work. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice. Taking such action as may be necessary, or as the County may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which County has or may acquire an interest.

(2) A reasonable allowance for profit on the cost of the services and other work described in the immediately preceding subsection (1), provided that Contractor can establish, to the satisfaction of County, that Contractor would have made a profit had all services and other work under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost.

(3) The reasonable cost to Contractor of handling material or equipment returned to vendor, delivered to the County or otherwise disposed of as directed by the County.

D. In no event shall County be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by County, except for those

costs specifically enumerated and described in the immediately preceding subsection (c). Such non-recoverable costs include, but are not limited to, anticipated profits on this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs related to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under such subsection (c).

E. In arriving at the amount due to Contractor under this Section, County may deduct:

(4) All payments previously made by County for work or other services covered by Contractor's final invoice;

(5) Any claim which County may have against Contractor in connection with this Agreement;

(6) Any invoiced costs or expenses excluded pursuant to the immediately preceding subsection (d); and

(7) In instances in which, in the opinion of the County, the cost of any service or other work performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected services or other work, the difference between the invoiced amount and County's estimate of the reasonable cost of performing the invoiced services or other work in compliance with the requirements of this Agreement.

F. County's payment obligation under this Section shall survive termination of this Agreement.

## **11. TERMINATION FOR DEFAULT**

Contractor's failure to perform or observe any term, covenant or condition of this document (Federal Emergency Management Agency's Emergency Management Performance Grant Program Requirements for Procurement Contracts) shall constitute an event of default under this Agreement.

A. Each of the following shall also constitute an event of default ("Event of Default") under this Agreement:

(1) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, and such default continues for a period of ten days after written notice thereof from County to Contractor.

(2) Contractor (a) is generally not paying its debts as they become due, (b) files, or consents by answer or otherwise to the filing against it of a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (c) makes an assignment for the benefit of its creditors, (d) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Contractor or of any substantial part of Contractor's property or (e) takes action for the purpose of any of the foregoing.

(3) A court or government authority enters an order (a) appointing a custodian, receiver, trustee or other officer with similar powers with respect to

Contractor or with respect to any substantial part of Contractor's property, (b) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (c) ordering the dissolution, winding-up or liquidation of Contractor.

- B.** On and after any Event of Default, County shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, County shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to County on demand all costs and expenses incurred by County in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. County shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between County and Contractor all damages, losses, costs or expenses incurred by County as a result of such Event of Default and any liquidated damages due from Contractor pursuant to the terms of this Agreement or any other agreement.
- C.** All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy

## **12. SOCIOECONOMIC ENGAGEMENT**

Contractor will take the following affirmative steps to engage small and minority firms, women's business enterprises, and labor surplus area firms.

- A.** Place qualified small and minority business and women's business enterprises on sub-contractor solicitation lists.
- B.** Assure that such firms are solicited whenever they are potential sources.
- C.** Divide total requirements into smaller tasks or quantities to permit maximum participation by such firms.
- D.** Establish delivery schedules which encourage participation by such firms.

## **13. NO SUSPENSION OR DEBARMENT**

Contractor certifies that neither it nor its Principals (as defined at 49 C.F.R. §29.105) or any of its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency.

Except as modified herein, all terms and conditions of the existing contract between the parties remain in full force and effect.

# ATTACHMENT C

## CONTRACTOR QUALIFICATION STATEMENT Instructions/Terms

1. This Qualification Statement ("QS") is required for Bids submitted for the **Flood Construction Services for the Hall Ranch II Access Road Project**. The QS shall be submitted to the County with your BID.
2. This QS shall be completed by a company officer or manager of the submitting firm who has sufficient knowledge to fully address all matters and respond to all inquiries herein.
3. The firm submitting this QS ("Firm" or the "Contractor") shall be fully responsible for and bound by all information, data, certifications and disclosures included in this statement and any attachments hereto.
4. The Contractor understands that the information and data provided in connection with this QS, and any other relevant information obtained from any other sources regarding the Firm, shall be reviewed to determine whether it qualifies as a "responsible contractor" and whether its offer represents the best value to the County.
5. The Contractor understands that its failure to meet responsibility and qualification standards may render it ineligible to perform work on this project (hereinafter "Contract Work.")
6. It is the Contractor's responsibility to carefully review and complete this document. The failure to submit information or documents required by this QS, or the submission of any false statement, misrepresentation, or omission regarding a material fact concerning any aspect of this QS, may render the Firm ineligible for contract.
7. The Contractor hereby agrees that if it is awarded the contract, this QS, all terms and conditions specified herein, and all information, data, certifications and disclosures included in this statement or its attachments will be incorporated into the contract.
8. In the event a contract is awarded to the Firm and it is later determined that the Firm failed to disclose requested information, or made a false statement, misrepresentation, or omission regarding a material fact concerning any aspect of this QS, the Firm may be considered in default and the County may terminate the contract immediately and/or withhold full or partial payment as it deems appropriate.
9. Where additional space is needed to provide requested information, the Firm should provide such information in separate, numbered attachments affixed to this QS.
10. Label attachments to this QS according to subject matter and include a table of contents listing the names and numbers of all attachments.

**Part I: Basic Qualifications**

**Section 1: Firm Background/Resources**

1. Name of Firm \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*\* Indicate whether the Firm is a corporation, joint venture, dba, limited liability company, partnership, sole proprietorship or other type of business entity. If corporation, provide names of officers; if joint venture, provide names of joint ventures; if limited liability co., provide names of members; if partnership, provide names of partners; if sole proprietorship or other, provide names of owners.*

2. Address/Contact Information: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*\*Provide mailing address of Firm, website, e-mail, telephone number and fax number. If address is a branch office, also provide principal home office address.*

3. Years in Business: \_\_\_\_\_

4. Related Firms/Changes in Company Name: \_\_\_\_\_  
\_\_\_\_\_

*\*Identify any parent companies, subsidiaries, sister companies or holding companies to which the firm is related. If additional space is needed, provide information in an attachment. If the Firm has previously operated under another name within the past five years, identify other names used.*

5. Identify all jurisdictions in which the Firm is licensed, registered or otherwise qualified to do business: \_\_\_\_\_  
\_\_\_\_\_

*\*Use attachment if necessary, provide applicable license, certificate, registration numbers for each jurisdiction.*

6. Recent Construction Volume: Provide annual construction volume in dollars performed by Firm in the past three years:

Year \_\_\_\_\_  
Year \_\_\_\_\_  
Year \_\_\_\_\_

7. Percentage of Work Self-Performed: Identify the percentage of work the Firm typically performs with its own work force: \_\_\_\_\_

8. Classifications of Work Self-Performed: Identify the types of work typically performed by the Firm with its own work force:
- 
- 
9. Provide Firm's organizational chart, if available.
10. Identify and submit contact information and three references for subcontractors that will provide services to the Firm for this project.
11. Identify and submit contact information and three references from architects or engineers and three references from subcontractors that the Firm has worked with in the last five years.

## **Section 2: Required Disclosures**

The Contractor submitting this QS shall answer the following questions with regard to the past five (5) years. If any question is answered in the affirmative, the Firm shall submit an attachment, providing details concerning the matter in question, including applicable dates, locations, names of projects/project owners and circumstances.

1. Has the Firm been debarred, suspended or otherwise prohibited from doing business with any federal, state or local government agency, or private enterprise?  
Yes \_\_\_ No \_\_\_
2. Has the Firm been denied prequalification, declared non-responsible, or otherwise declared ineligible to submit bids or proposals for work by any federal, state or local government agency, or private enterprise?  
Yes \_\_\_ No \_\_\_
3. Has the Firm defaulted, been terminated for cause, or otherwise failed to complete any project that it was awarded?  
Yes \_\_\_ No \_\_\_
4. Has the Firm been assessed or required to pay liquidated damages in connection with work performed on any project?  
Yes \_\_\_ No \_\_\_
5. Has the Firm had any business or professional license, registration, certificate or certification suspended or revoked?  
Yes \_\_\_ No \_\_\_
6. Have any liens been filed against the Firm as a result of its failure to pay subcontractors, suppliers, or workers?  
Yes \_\_\_ No \_\_\_
7. Has the Firm been denied bonding or insurance coverage, or been discontinued by a surety or insurance company?  
Yes \_\_\_ No \_\_\_

8. Has the Firm been found in violation of any laws, including but not limited to contracting or antitrust laws, tax or licensing laws, labor or employment laws, environmental, health or safety laws?

Yes \_\_\_\_ No \_\_\_\_

*\*With respect to workplace safety laws, this statement is limited to willful federal or state safety law violations.*

9. Has the Firm or its owners, officers, directors or managers been the subject of any criminal indictment or criminal investigation concerning any aspect of the Firm's business?

Yes \_\_\_\_ No \_\_\_\_

10. Has the Firm been the subject to any bankruptcy proceeding?

Yes \_\_\_\_ No \_\_\_\_

## **Part II: Past Performance Review**

### **Section 1: Project Listings & Past Performance Data**

1. The Contractor shall submit three projects that are similar in size, scope and complexity to the Contract Work, public or private, it has performed in the last five years in an attachment labeled "Past Projects."
2. List projects in reverse chronological order, beginning with most recent. For each project listed, the Contractor shall provide the following information.
  - a. The name, location and project number of the project.
  - b. The names, addresses and phone numbers of at least two owner representatives familiar with the Contractor's performance on the project (may include owners, project managers, architects, engineers).
  - c. The original date for schedule completion and actual completion date.
  - d. Any performance ratings given to the Contractor (whether descriptive, e.g., good, satisfactory, or numerical, e.g., 80 out of 100, or other).
3. The Contractor shall submit a complete list of all open or on-going projects, public and private, in an attachment labeled "Current Projects." List projects in reverse chronological order, beginning with the most recent. For each project listed, provide the following information.
  - a. The name, location and project number of the project and percentage of work completed to date.
  - b. The names, addresses and phone numbers of at least two owner representatives familiar with the Contractor's performance on the project (may include owners, project managers, architects, engineers).
  - c. The original date for schedule completion and estimated completion date.



## **Section 2: Performance Evaluation Reports**

1. The Contractor shall submit an attachment, copies of all performance evaluation reports in its possession or control for all past and current projects, public and private for the past five years.
2. For purposes of this Section the term performance evaluation reports should be interpreted to mean any documents within the Contractor's control or possession that were prepared to evaluate, rate or score in any way the contractor's performance on projects.

## **Section 3: Contractor Safety Record**

1. Provide the Contractor's Workers Compensation Experience Modification Rating for the past three years, beginning with the most recent year available:

Year 1: [e.g. 2010: 1.0]

Year 2: [e.g. 2011: 1.1]

Year 3: \_\_\_\_\_

2. Provide the Contractor's Lost Time Incidence Rate for the most recent year: \_\_\_\_\_
3. Provide the Contractor's Recorded Incidence Rate for the most recent year: \_\_\_\_\_
4. Identify in an attachment any citations issued by federal or state safety agencies for serious violations issued in the past five (5) years. Provide a listing of the citation number, a brief description of the violation and the amount of penalty, if any, for each violation.

## **Section 4: Pending Legal Matters**

1. Claims, Judgments, Lawsuits: Are there any pending claims, judgments, lawsuits or alternative dispute proceedings involving the Firm that involve potential damages of \$10,000 or more?

\_\_\_\_ Yes      \_\_\_\_ No      If yes, provide details in an attachment.

2. Complaints, Charges, Investigations: Is the Firm currently the subject of any complaint, investigation or other legal action for alleged violations of law pending before any court or governmental agency?

\_\_\_\_ Yes      \_\_\_\_ No      If yes, provide details in an attachment.

## **Part III: Required Representations**

In submitting this QS, the Firm makes the following representations, which it understands are required as a condition of performing the Contract Work and receiving payment for same.

1. The Firm will possess all applicable professional and business licenses required for performing work in Boulder County.

2. The Firm satisfies all bonding and insurance requirements as stipulated in the solicitation for this project.
3. The Firm and all subcontractors that are employed or that may be employed in execution of the Contract Work shall be in full compliance with Boulder County's requirements for workers' compensation insurance.
4. The Firm represents that it has no conflicts of interests with Boulder County if awarded the Contract Work and that any potential conflicts of interest that may arise in the future will be disclosed immediately to Boulder County.
5. The Firm represents the price offered and other information submitted in connection with its BID for the Contract Work were arrived at independently without consultation, communication or agreement with any other offeror or competitor.
6. The Firm will ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin.

**The undersigned hereby represents that all statements, representations, information and documents provided in or with this Qualification Statement and attachments hereto are complete, accurate and truthful.**

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

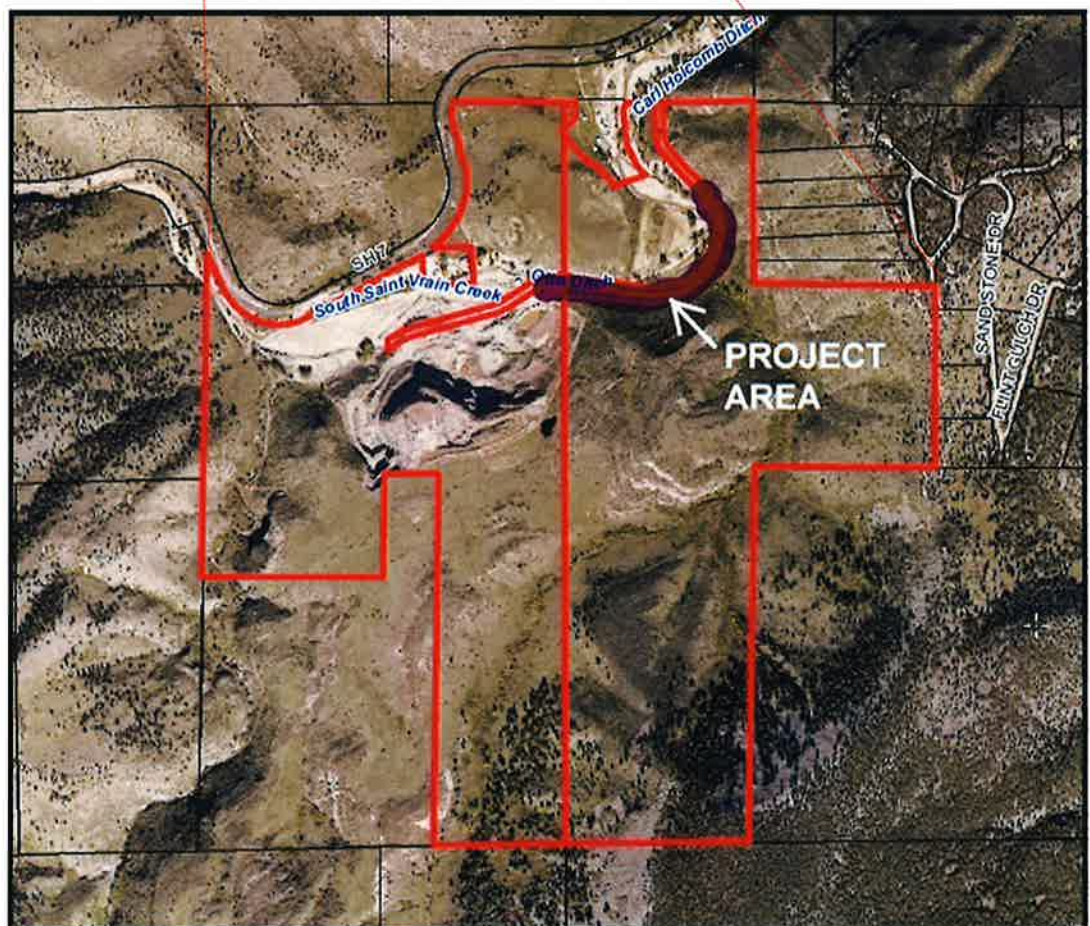
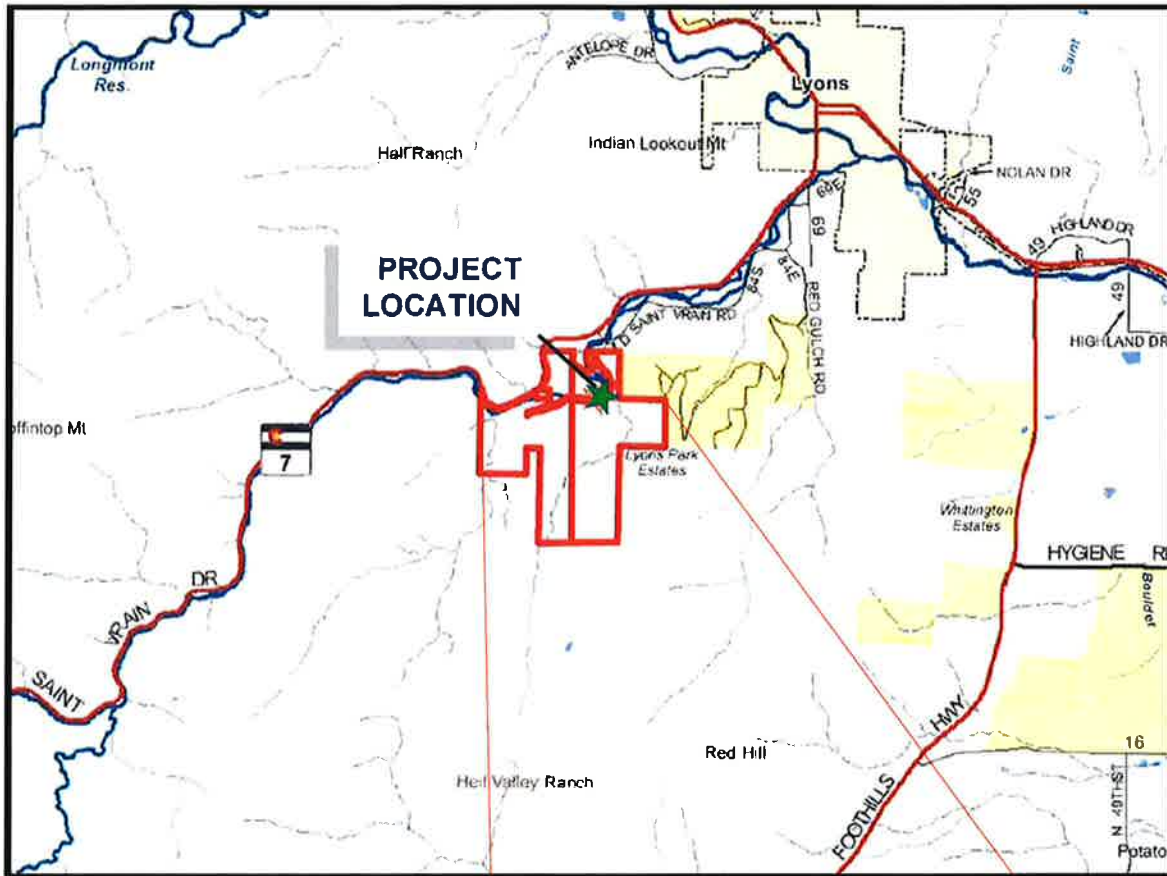
\_\_\_\_\_  
Position/Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Firm Name

**Flood Construction Services for the Hall Ranch II Access Road Project**

## Attachment D: Map of Project Area Hall Ranch II Access Road Repairs



# Attachment E

COLORADO  
DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISIONS

Flood - Hall Ranch II Road Repair and Hazard Mitigation

The 2017 Standard Specifications for Road and Bridge Construction controls construction of this project. The following special provisions supplement or modify the Standard Specifications and take precedence over the Standard Specifications and plans.

PROJECT SPECIAL PROVISIONS

	<u>Date</u>	<u>Page</u>
Index Pages		
Revision of Section 101 – Definitions and Terms	(October 20, 2017)	3
Revision of Section 207 – Top Soil	(October 20, 2017)	4
Revision of Section 208 – Erosion Control	(October 20, 2017)	5-6
Revision of Section 212 – Soil Conditioner	(October 20, 2017)	7-9
Revision of Section 213 – Mulching	(October 20, 2017)	10-11
Revision of 240 – Protection of Plants and Migratory Birds Biological Work Performed by Contractor	(December 18, 2017)	12-16
Revision of Section 506 – Riprap (Special)	(October 20, 2017)	17-18
Revision of Section 506 – Soil Riprap (12 Inch)	(September 29, 2016)	19
Revision of Section 626 -Mobilization	(December 18, 2017)	20

STANDARD SPECIAL PROVISIONS

	<u>Date</u>	<u>#Pages</u>
Revision of Section 208 - Erosion Control	(July 3, 2017)	1
Revision of Section 703 – Classification for Aggregate Base Course	(October 12, 2017)	10
Affirmative Action Requirements – Equal Employment Opportunity	July 3, 2017)	10
Disadvantaged Business Enterprise (DBE) Requirements (Local Agency)	(July 3, 2017)	9
Minimum Wages, Colorado, U.S. Department of Labor General Decision Number CO170017, MOD 1, Highway Construction for Boulder county.	(June 9, 2017)	4
On the Job Training	(July 3, 2017)	3
Partnering Program	(July 3, 2017)	1
Required Contract Provisions – Federal-Aid Construction Contracts	(July 3, 2017)	14
Special Construction Requirements, Fire Protection Plan	(July 3, 2017)	2

REVISION OF SECTION 101  
DEFINITIONS AND TERMS

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

Subsection 101.17 replace the first paragraph with the following:

**101.17 Contract.** The written agreement between Boulder County, Colorado through the Department of Parks and Open Space and the Contractor setting forth the obligations of the parties for the performance of the work and the basis of payment.

Subsection 101.23 shall be replaced with the following:

**101.23 Contractor.** The individual firm, or corporation contracting with Boulder County through the Department of Parks and Open Space for performance of prescribed work.

Subsection 101.28 shall be replaced with the following:

**101.28 Department.** Boulder County Parks and Open Space. A department within the executive branch of Boulder County.

Subsection 101.48 shall be replaced with the following:

**101.48 Preconstruction Conference.** A meeting of Boulder County project personnel, Contractor project personnel and other stake holders held prior to the beginning of construction at which topics pertinent to the successful prosecution of the work are discussed.

Subsection 101.51 replace references to CDOT with Boulder County.

Subsection 101.95 replace references to CDOT with Boulder County.

REVISION OF SECTION 207  
TOP SOIL

**Section 207** of the Standard Specification is hereby revised as follows:

**Subsection 207.01**, shall include the following:

All topsoil shall be either secured from the site or imported and shall be approved by Boulder County at the source prior to import. It shall also include the placing of topsoil upon constructed cut and fill slopes after grading operations are completed and prior to seeding.

**Subsection 207.03**, paragraph two, shall include the following:

*Topsoil Removal:* After the construction area and its access have been delineated, the vegetation should be mowed to a maximum height of four (4) inches over the area to be disturbed. If the amount of vegetation exceeds what can be incorporated into the soil without interfering with establishing a proper seedbed, then excess vegetation shall be removed.

Topsoil should be removed by a front-end loader (preferred method) or grader. **Under no circumstances should upland topsoil be removed under wet soil moisture conditions.** The depth of the topsoil layer may vary. Topsoil may be delineated from the subsoil by a higher organic matter content (usually, but not always, indicated by a darker color) and a relatively loose and friable soil structure. Typically, topsoil is between four (4) and eight (8) inches in depth.

**Under no circumstances shall subsoil be mixed with topsoil, and subsoil shall not be placed on top of the topsoil.** If necessary, salvaged topsoil shall be cordoned off to delineate the topsoil from subsoil or other materials. The topsoil shall be protected from contamination by subsoil material, weeds, etc. and from compaction by construction equipment and vehicles.

*Relieving Compaction:* Areas to receive topsoil that have been compacted by heavy equipment shall be ripped or chiseled **prior to redistribution of topsoil.** Construction areas and other compacted areas will be chiseled to a minimum depth of 10 inches, with no more than a 10 inch interval between chiseled furrows. Two passes with a chiseler may be necessary, with the second pass chiseling between the first furrows, or perpendicular to original furrows.

**Subsection 207.03**, paragraph four, shall include the following:

*Redistribution of Topsoil and Application of Soil Conditioning:* The topsoil should be redistributed uniformly over the disturbed areas, minimizing compaction by equipment. **Topsoil redistribution shall not occur under wet soil conditions.** See Specification 212 for Soil Conditioning application. Soil conditioning shall be incorporated evenly throughout the topsoil.

REVISION OF SECTION 208  
EROSION CONTROL

**Section 208** of the Standard Specification is hereby revised as follows:

**Subsection 208.02(h)** shall be replaced with the following:

All erosion logs shall be biodegradable. Photodegradable will not be accepted.

(h) Erosion log. Shall be the following unless otherwise shown on the plans:

- (1) Erosion Log (Type 1) shall be curled aspen wood excelsior with a consistent width of fibers evenly distributed throughout the log. The casing shall be seamless, 100% bio-degradable tube netting sewn together with cotton, biodegradable thread and shall have minimum dimensions shown in Table 208-1, based on the diameter of the log called for on the plans. The curled aspen wood excelsior shall be fungus free, resin free, and free of growth or germination inhibiting substances.

Erosion log (Type 1 and Type 2) shall have minimum dimensions as shown in Table 208-1, based on the diameter of the log.

**Table 208-1**  
**NOMINAL DIMENSIONS OF EROSION LOGS**

Diameter Type 1 (Inches)	Diameter Type 2 (Inches)	Length (feet)		Weight (minimum) (pounds/foot)	Stake Dimensions (Inches)
		Min.	Max.		
9	8	10	180	1.6	1.5 by 1.5 (nominal) by 18
12	12	10	180	2.5	1.5 by 1.5(nominal) by 24
20	18	10	100	4.0	2 by 2 (nominal) by 30

Stakes to secure erosion logs shall consist of pinewood or hardwood.

**Subsection 208.02 (k)** shall include the following:

Prior to the initial arrival onto the project site, all equipment shall be thoroughly power washed, including the undercarriages and tires. Equipment must be clean of mud, vegetative matter, and other debris to prevent importation of non-native and noxious weed seeds from other project sites.



Project No. 6303-15  
PCN

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REVISION OF SECTION 208  
EROSION CONTROL

**Subsection 208.12** shall include the following:

Payment will be made under:

**Pay Item**

Erosion Log (Biodegradable) ( 12 Inch)

**Pay Unit**

Linear Foot

REVISION OF SECTION 212  
SOIL CONDITIONER

**Section 212** of the Standard Specification is hereby revised as follows:

**Subsection 212.03**, paragraph one, time table shall be replaced with the following:

Zone	Spring Seeding	Fall Seeding
<b>Areas other than the Western Slope</b>		
Below 6000'	Spring thaw to April 15 <sup>th</sup>	September 1 until consistent ground freeze
6000' – 7000'	Spring thaw to May 15 <sup>th</sup>	September 1 until consistent ground freeze
Above 7000'	Spring thaw to May 30 <sup>th</sup>	October 1 until consistent ground freeze

**Subsection 212.06 (a)** shall be replaced with the following:

- (a) *Soil Preparation.* Following redistribution of topsoil, the disturbed areas shall be chiseled again to a minimum depth of 12 inches, with no more than a 10 inch interval between chiseled furrows. Slopes flatter than 2:1, shall be tilled to a well settled, firm, and friable seedbed four (4) inches deep. Slopes 2:1 or steeper shall be left in a roughened condition. Slopes shall be free of soil clods, sticks, stones, and debris in excess of four (4) inches in any dimension, and be brought to the desired grade and line. Uneven grading of the soil surface is acceptable and encouraged to prevent further compaction from excess heavy machinery operation. All slopes shall be free of concrete and asphalt. No soil preparation for seeding shall occur when soil is frozen or in an extreme wet or dry condition.
- (b) *Seeding.* Seeding shall be accomplished within 24 hours of tilling or scarifying to make special seed bed preparation unnecessary. The seeding application rate shall be as designated in the Contract. All slopes flatter than 2:1 shall be seeded with grass or no-till drills followed by packer wheels. Drag chains are not allowed. Drills shall have depth bands set to maintain a planting depth between  $\frac{1}{2}$  and  $\frac{3}{4}$  inch and shall be set to space the rows not more than seven (7) inches apart. Packer wheels that firm the soil over the drill row are required. Seed that is extremely small shall be sowed from a separate hopper adjusted to the proper rate of application. The Contractor shall notify the Engineer 24 hours in advance and request inspection of seeding areas prior to installation.

Seed must be applied with a grass or no-till drill that is specifically designed to accommodate variability in size and physical characteristic of native grass seeds.

**Seed drills must be clean of seed from previous seeding jobs before any seeding begins.**

If strips greater than 7 inches between the rows have been left unplanted or other areas skipped, the Engineer will require additional seeding at the Contractor's expense.

When requested by the Contractor and approved by the Engineer, seeding may be accomplished by broadcast or hydraulic type seeders at twice the rate specified in the Contract at no additional cost to the project.

All seed sown by broadcast-type seeders shall be "raked in" or covered with soil to a depth of at least  $\frac{1}{4}$  inch. Broadcasting seed will be permitted only on small areas not accessible to machine methods. Broadcast seeding shall proceed on freshly disturbed (raked or harrowed) soil surface and broadcast seed shall be immediately raked or harrowed into the surface. Raking shall be accomplished using metal-tined garden or landscape rakes; no plastic leaf rakes shall be allowed. If harrowing is used, an English harrow or its equivalent shall be required.

**Hydraulic seeding will not be accepted.**

Seeded areas damaged due to circumstances beyond the Contractor's control shall be repaired and reseeded as ordered. Payment for this corrective work, when ordered, shall be at the contract prices.

Areas not requiring seeding that have been damaged due to the seeding operation shall be required as ordered. Payment for this corrective work shall be included in the price of the item.

Multiple seeding operations shall be anticipated as portions of job are completed to take advantage of growing conditions and to comply with Section 208 and subsection 212.03.

**Subsection 212.07**, paragraph four, shall include the following:

Tags attached to bags of seed will not be removed until the bag is opened on site at the time of seeding.

REVISION OF SECTION 213  
MULCHING

**Section 213** of the Standard Specification is hereby revised as follows:

**Subsection 213.02** shall include the following:

All delivered and stored materials must be in in original, unopened and labeled containers.

**Subsection 213.03** shall include the following:

No work shall occur when soil is extremely wet

**Subsection 213.03 (a)** delete the second paragraph and replace with the following:

Apply the hydromulch and tackifier mixture at the following rate:

**Wood Cellulose Fiber Mulch**

**Tackifier**

3000 lbs./Acre

80 lbs./Acre

REVISION OF SECTION 240

PROTECTION OF PLANTS AND MIGRATORY BIRDS  
BIOLOGICAL WORK PERFORMED BY CONTRACTOR

Section 240 is hereby added to the Standard Specifications for this project as follows:

**DESCRIPTION**

**240.01** This work consists of protecting plants and migratory birds during construction.

Section includes pertinent criteria relating to compliance with the following federal statutes:

- (a) Endangered Species Act (ESA; 16 U.S.C. § 1531 et seq.)
- (b) Migratory Bird Treaty Act (MBTA; 16 U.S.C. 703-712)
- (c) Bald and Golden Eagle Protection Act (BGEPA; 16 U.S.C. 668-668c)

**MATERIALS AND CONSTRUCTION REQUIREMENTS**

**240.02 GENERAL**

- a) Coordination with BCPOS for mitigating impacts to protected plants or wildlife is critical and shall be implemented early in the construction process to limit or avoid construction delays.
- b) Project Specifics (**these dates supersede all other dates with regard to species and vegetation protection**)
  - i) The Preble's active season is from **May 1** through **November 1**.
  - ii) Primary nesting season for migratory birds is from **April 1** through **July 31**.
  - iii) Primary nesting season for nesting raptors is from **February 1** through **August 31**.
  - iv) Primary nesting season for Bald and Golden eagles is from **October 15** through **July 31** and **December 15** through **July 15**, respectively.
  - v) Coordination with CPW on appropriate measures for protection for raptors is required when raptor nesting activity is observed within a ½ mile of the project area.

**240.03 PROJECT SPECIFIC SPECIFICATIONS AND NOTES (BCPOS Hall 2 Road Reconstruction Project – South St. Vrain Creek)**

- c) A BCPOS biologist (hereinafter Biologist) will be responsible for all nest surveys required in section 5 of the specifications for the Hall Ranch II Road Repair and Hazard Mitigation Project. The Contractor is not required to hire a qualified wildlife biologist for nest surveys for this project. The Contractor is, however, responsible for all other work described in these specifications.
- d) A Northern pygmy owl nest is located within a ½ mile of the project area and was observed to be active during the 2017 breeding season. A minimum, **two nocturnal surveys** for detection of breeding nocturnal bird species is required for work occurring between **April 1 and August 1**.

**240.04 ENDANGERED SPECIES ACT**

The Preble's meadow jumping mouse (Preble's), Ute Ladies' Tresses Orchid, and Colorado Butterfly Plant are all species protected under the **Endangered Species Act**. Preble's Meadow Jumping Mouse Habitat Conservation Areas are also designated in the Boulder County Comprehensive Plan – Environmental Resources Element for many streams in Boulder County below 7,600 ft. elevation.

Conservation measures for the protection of plant and animal species protected under the **Endangered Species Act** to be implemented by contractor when working in or near streams in Boulder County below 7,600 ft.:

- (a) Pre-Construction:

REVISION OF SECTION 240  
PROTECTION OF PLANTS AND MIGRATORY BIRDS  
BIOLOGICAL WORK PERFORMED BY CONTRACTOR

1. Minimize footprint of disturbance by limiting the number and area of access points, staging and fueling areas, limits-of-disturbance.
2. Locate access routes haul routes, and staging and fueling areas in previously disturbed areas and existing roads.
3. Contractor shall delineate haul routes, access points, staging and fueling areas, limits-of-disturbance and areas of no entry for equipment on the ground with plastic construction fencing prior to any ground disturbance or vegetation removal.
4. BCPOS Representative will debrief onsite personnel of limits-of-disturbance, limits-of-construction, no entry areas and other pertinent conservation measures.
5. Follow stormwater guidelines and utilize best management practices to limit sedimentation, contamination, erosion.

(b) Project Implementation:

1. The Contractor shall contact the BCPOS Representative to contact US Fish and Wildlife Service if Preble's, Colorado Butterfly plant, or Ute Ladies' Tresses are found within project area.
2. Limit unnecessary disturbance (crushing) or removal of vegetation (Trees, shrubs, and herbaceous plants) within riparian and adjacent upland habitat.
  - (1) Limit disturbance to vegetation to the limits-of-disturbance as defined in the project plan set or as directed by BCPOS Representative.
  - (2) Choose equipment size/type appropriately to minimize disturbance and soil compaction.
3. Stage, operate, locate and refuel equipment outside of riparian habitat and immediately adjacent upland habitats.
  - (1) Operate equipment from previously disturbed or modified roadbeds or shoulders above riparian, when possible.
  - (2) Limit the number of entrance and exit points in project area.
  - (3) Stockpile topsoil and debris outside of riparian area and protect from stream flows.
4. During Preble's active season (**May 1-November 1**), work only during daylight hours. (Preble's are nocturnal).
5. Promptly remove waste to minimize site disturbance and attraction of predators.
6. Cover exposed holes or loose dirt with tarps/boards to prevent entrapment during the Preble's active season.
7. Use best management practices to limit construction disturbance.
  - (1) Soil compaction: Establish one access route preferably along existing disturbed surface or route.
  - (2) Soil compaction: Temporarily line access routes with geotextiles in wet, unstable soil.
  - (3) Weed control: Wash and inspect vehicles and equipment before entering or leaving project area.
  - (4) Weed control: Use only weed free certified materials, including gravel, sand, topsoil, mulch, and seed.
8. Complete construction before beginning restoration activities.

(c) Post-Construction:

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PROTECTION OF PLANTS AND MIGRATORY BIRDS  
BIOLOGICAL WORK PERFORMED BY CONTRACTOR

1. Upon completion of project, revegetate all disturbed areas with native vegetation.
2. Rip compacted areas prior to replanting with native vegetation, unless BCPOS Plant Ecologists recommend other restoration methods.
3. Fill and reseed with weed free material and native seed mixtures.
4. Consider monitoring the revegetated area for success.

**240.05 MIGRATORY BIRD TREATY ACT AND BALD AND GOLDEN EAGLE PROTECTION ACT:**

Compliance with **Migratory Bird Treaty Act** and **Bald and Golden Eagle Protection Act** is required. Conservation measures to mitigate impacts to species protected under these federal statutes are to be followed and/or implemented by the contractor.

The Contractor shall schedule clearing and grubbing operations, earth work, soil disturbance and work on structures to avoid taking (pursue, hunt, take, capture or kill; attempt to take, capture, kill or possess) and minimize disturbance to migratory birds protected by the Migratory Bird Treaty Act (MBTA). The contractor shall retain a qualified wildlife biologist (Biologist) for this project, unless it is specified otherwise by project BCPOS Rep or BCPOS biologist. The Biologist shall have a minimum of three years' experience conducting migratory bird surveys and implementing the requirements of the MBTA. The Contractor shall submit documentation of the Biologist's education and experience to the BCPOS Rep and BCPOS biologist for acceptance. A biologist with less experience may be used by the Contractor subject to the approval of the BCPOS Rep and BCPOS biologist based on review of the Biologist's qualifications.

To protect migratory birds, the Contractor will take the following actions prior to commencement of construction activities:

- (a) *Nest Surveys.* The Contractor shall provide notification to the BCPOS Rep at least **ten working days** prior to the start of construction activities. During the active nesting season, a survey for active nests shall be conducted by the Biologist within the **seven days immediately prior** to the commencement of construction and prior to each construction phase of the project. All surveys should be conducted within a 1/2 hour before sunrise and within 4 hours after sunrise.

1. Primary nesting season for migratory song birds is from **April 1 through July 31**.
2. Primary nesting season for nesting raptors is from **February 1 through August 31**.
3. Primary nesting season for Bald and Golden eagles is from **October 15 through July 31 and December 15 through July 15**, respectively.

The Biologist shall survey the project area and a 50-foot buffer around the limits-of-construction for each area and/or phase of the project for active bird nests in all bird nesting habitat types (standing vegetation, herbaceous ground cover, bare ground, cavities, exposed earthen banks, cliffs and rock ledges, and structures). The Biologist shall record the location of each active nest, bird species, the method used to protect the nest, and the date of installation of the protection measure(s). A copy of these records shall be submitted to the BCPOS Rep and BCPOS biologist within 3 days of observations. The Biologist must notify BCPOS biologist about the location of new active nests within 24 hours of discovery to confer on appropriate mitigation measures. If the status of a nest (active/inactive) cannot be readily determined, the Biologist shall monitor the nest up to three separate occasion, with at least three and no more than seven days between monitoring events. After three negative surveys, a nest shall be deemed inactive.

- (b) *Raptor Nest Surveys (including Bald and Golden eagles).* During the active nesting season for raptors and eagles (see above for dates), the Biologist shall conduct dusk and dawn **raptor nest surveys** within 0.5 mile of the limits-of-construction and within the **seven days immediately prior** to the commencement of

REVISION OF SECTION 240  
PROTECTION OF PLANTS AND MIGRATORY BIRDS  
BIOLOGICAL WORK PERFORMED BY CONTRACTOR

construction activities and **prior to each construction phase**. These surveys can be done with binoculars. Notification must be provided to BCPOS Rep and BCPOS biologist within 24 hours upon discovery of nesting raptor(s). If construction activities are located within the Colorado Parks and Wildlife (CPW) recommended buffer zone for specific raptors, "NO WORK" zones shall be established around active nest sites during construction according to the CPW standards or as recommended by the Biologist in consultation with BCPOS biologist and CPW. The "NO WORK" zone shall be marked with either fencing. Work shall not proceed within a "NO WORK" zone until the Biologist has determined that the young have fledged or the nest is unoccupied and a BCPOS biologist has conferred on this determination. Coordination with CPW on appropriate measures for protection for raptor nest sites is required. (Colorado Parks and Wildlife Recommended Buffer Zones and Seasonal Restrictions for Colorado Raptors <https://cpw.state.co.us/Documents/WildlifeSpecies/LivingWithWildlife/RaptorBufferGuidelines2008.pdf>)

- (c) *Vegetation Removal and Trimming (including trees, shrubs, and herbaceous vegetation).* Vegetation removal activities shall be timed to avoid the migratory bird breeding season, when possible, removing the vegetation prior to nest establishment. If vegetation clearing occurs during the primary migratory bird nesting season (**April 1 to August 31**), the undisturbed herbaceous ground cover to 50 feet beyond the limits-of-disturbance, or to limits-of-construction, whichever is less, shall be maintained at a height of 6 inches or less until ground disturbance activities. This will minimize the potential for the establishment of new nests in the project area during active construction. Nest surveys for the undisturbed areas mentioned above must be completed prior to vegetation management to ensure no active nests are impacted.
- (d) *Work on structures.* The Contractor shall prosecute work on structures in a manner that does not result in a taking of migratory birds protected by the Migratory Bird Treaty Act (MBTA). The Contractor shall not prosecute the work on structures during the primary breeding season (**April 1 through August 31**) unless the following actions are taken:
  1. The Contractor shall remove existing nests **prior to April 1**. If the Contract is not awarded prior to April 1 and BCPOS has removed existing nests, then the monitoring of nest building shall become the Contractor's responsibility upon Notice to Proceed.
  2. During the time that the birds are trying to build or occupy their nests, between April 1 and August 31, the Contractor shall monitor the structures **at least once every three days** for any nesting activity.
  3. If the birds have started to build any nests, they shall be removed before the nest is completed. Water shall not be used to remove the nests if nests are located within 50 feet of any surface waters.
  4. Installation of netting may be used to prevent nest building. The netting shall be monitored and repaired or replaced as needed. Netting shall consist of a mesh with openings that are  $\frac{3}{4}$  inch by  $\frac{3}{4}$  inch or less.

If an active nest becomes established, (i.e., there are eggs or young in the nest), all work that could result in abandonment or destruction of the nest shall be avoided until the young have fledged or the nest is unoccupied as determined by the Biologist and approved by the BCPOS Representative and BCPOS biologist. The Contractor shall prevent construction activity from displacing birds after they have laid their eggs and before the young have fledged.

If the project continues into the following spring, this cycle shall be repeated. When work on the structure is complete, the Contractor shall remove and properly dispose of netting used on the structure.

- (e) *If Active Nests are Discovered:* If active nests containing eggs or young birds are found within the survey area, an appropriate buffer of 50 feet will be established around the nest by the wildlife biologist. This buffer dimension may be changed if determined appropriate by the wildlife biologist and approved by the



REVISION OF SECTION 240  
PROTECTION OF PLANTS AND MIGRATORY BIRDS  
BIOLOGICAL WORK PERFORMED BY CONTRACTOR

BCPOS Rep and BCPOS biologist. The Contractor shall install fence (plastic) at the perimeter of the buffer. The Contractor shall avoid all active migratory bird nests. The Contractor shall avoid the area within 50 feet of the active nests or the area within the distance recommended by the biologist until all nests within that area have become inactive. Work shall not proceed within the buffer until the young have fledged or the nests have become inactive.

If the fence is knocked down or destroyed by the Contractor, the BCPOS Rep will suspend the work, wholly or in part, until the fence is satisfactorily repaired 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.

If a bald eagle chooses to nest within one half mile of the project area between October 15<sup>th</sup> and July 31<sup>st</sup>, all work within the ½ mile buffer zone of the nest must stop and notification must be provided to BCPOS biologist, Colorado Parks and Wildlife Bird Conservation Coordinator and the U.S. Fish and Wildlife to receive guidance.

**(f)** *If inactive nests are discovered:*

Inactive nests outside the limits of ground disturbance and vegetation removal shall be left in place.

Inactive nests shall not be monitored.

**(g)** *Taking of a Migratory Bird.* The taking of a migratory bird shall be reported to the BCPOS Rep and BCPOS biologist. The Contractor shall be responsible for all penalties levied by the U. S. Fish and Wildlife Service (USFWS) for the taking of a migratory bird.

**METHOD OF MEASUREMENT**

**240.06** Protection of Migratory Birds shall be measured by actual authorized number of hours a wildlife biologist is on site performing the required tasks, removal of nests and netting. During this period, the Contractor shall submit to the BCPOS Rep each week for approval a list of the workers who removed nests and the number of hours each one spent removing nests.

**BASIS OF PAYMENT**

**240.07** The accepted quantities measured as provided above will be paid for at the contract unit price for each of the pay items listed below that appear in the bid schedule.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Wildlife Biologist	Hour

Payment for Wildlife Biologist will be full compensation for all work and materials required to complete the item, including wildlife survey, documentation (record of nest location and protection method), removal of nests, and netting.

REVISION OF SECTION 506  
RIPRAP (SPECIAL)

Section 506 of the Standard Specifications is hereby revised for this project as follows:

**Subsection 506.01** shall include the following:

Riprap (Special) consists of furnishing and placement of material for Boulder Toe Protection.

**Subsection 506.02** shall include the following:

MATERIAL - As indicated and as follows:

- a) SELECT, ANGULAR MATERIAL, 0.5 – 1.5 TONS (Stacked boulders) and 1.5 – 2.0 TONS (Footer Stone). Select each with each piece weighing a minimum of 0.5 to 1.5 tons for the stacked boulders and 1.5 - 2.0 tons for the footer stone. The selected boulders must be rectangular in shape conforming to the following range of sizes:

Length: 36" – 48"

Width: 24" – 36"

Height: 18" – 24"

All boulder material delivered to the site must meet the size criteria indicated. Any boulders not meeting the criteria indicated will be rejected and must be removed from the site at the Contractor's expense.

Boulders shall consist of native rock or stone of approximate size depicted on the plans or as directed.

Concrete or other artificial materials will not be permitted.

**Subsection 506.03** shall be completely replaced with the following:

- a) Use rock of the size and shape as indicated.
- b) *Subgrade preparation:* Prepare the area required for placing the rock. This preparation may include, but not be limited to, excavating, removing unsuitable material, backfilling, placing embankment, and clearing and grubbing. These items are incidental to the construction costs. Rock excavation shall not be required to install Riprap (Special). If equipment refusal is met during excavation to required line and grade, the contractor shall confirm with the owner's representative and incorporate the area into the structure. Smaller material shall be placed as necessary to form a firm and stable base.
- c) *Boulder Toe Protection:* Place boulders under the direct supervision of the owner's representative on the prepared area to produce an even distribution of pieces, with faces and shapes matched to minimize voids and form as smooth a surface as practical. (i.e. in the form of a dry stack stone wall). Dumping and backhoe placement alone is not sufficient to ensure a properly interlocked system. The material may be machine-placed and then arranged as necessary by use of an excavator with a multi-prong grapppling device or by hand to interlock and form a substantial bond. The intended track hoe operator shall have had experience in the excavation and placement of similar-sized rock material and demonstrate such abilities to the satisfaction of the owner's representative prior to construction.

**Subsection 506.04** shall include the following:

Riprap (Special) will be measured by ton of material delivered to the site and accepted by the owner's representative. Structure Excavation will not be paid for separately but shall be included in the work.

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REVISION OF SECTION 506  
RIPRAP (SPECIAL)

**Subsection 506.05** shall include the following:

Payment will be made under:

**Pay Item**

**Pay Unit**

Riprap (Special)

Ton

REVISION OF SECTION 506  
SOIL RIPRAP (9 INCH)

Section 506 of the Standard Specifications is hereby revised for this project as follows:

Section 506.02 shall include the following:

Soil Riprap (12 Inch) shall be a uniform mixture of seventy percent riprap and thirty percent wetland topsoil. Soil Riprap (12 Inch) shall be mixed or processed prior to placement to lines and grades shown in the drawings.

Section 506.04 shall include the following:

Soil Riprap (12 Inch) will be measured by the actual number of cubic yards that are installed and accepted.

Section 506.05 shall include the following:

Pay Item

Pay Unit

Soil Riprap (12 Inch)

Cubic Yard

Wetland topsoil for Soil Riprap (9 Inch) shall be salvaged from wetland permanent impact areas and the proposed rip rap.

## REVISION OF SECTION 626

### MOBILIZATION

#### DESCRIPTION

Section 626.01 of the Standard Specifications shall include the following:

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. No mobilization can take place until all permits have been acquired along with applicable planning documents required of the permits.

Steam cleaning of all equipment is mandatory, before it is transported to the site, to remove both noxious plant seeds and aquatic nuisance species.

All hydraulic fluid used in machines on this project shall be bio-degradable. Acceptable biodegradable fluids must meet Section 12 of the MSDS Data Sheets which states:

- **AQUATIC/ECOTOXICITY:** Based on previous studies, LC50/EC50 is greater than 3,000 ppm (3000 mg/L) (amount of substance that kills 50 percent of the test animals in a given time).
- **BIODEGRADATION:** Ultimate Biodegradation is listed as "Readily biodegradable" >60% after 28 days (inherently biodegradable is not sufficient)\*.
- **PERSISTENCE AND DEGRADABILITY:** Readily biodegradable >60% after 28 days
- **BIOACCUMULATION:** Non-bioaccumulating

A spill kit, including absorbent socks and booms, shall be kept onsite 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 onsite. The Project Manager shall approve the Contractor's plan for leaking equipment extraction from the creek (spill plan information to be included in SWMP).

During mobilization to the construction site, minimize disturbance to the primary stream channel, side channels, and streambanks.

# Attachment G

08/15/2017

## FEDERAL EMERGENCY MANAGEMENT AGENCY

REC-01

15:36:00

### RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project ID: PA-08-CO-4145-PW-01147

Title: BOUCO33 - Facility Repair - Hall Trail

#### NEPA DETERMINATION

Non Compliant Flag: No	EA Draft Date:	EA Final Date:
EA Public Notice Date:	EA Fonsi Date:	Level: CATEX
EIS Notice of Intent Date:	EIS ROD Date:	

**Comments:** Category G, 0.0% Complete, Boulder County. The applicant will restore an access road to its pre-disaster condition with work including realigning the creek channel, rebuilding the road using gravel and fill, replacing embankment material, rip rap, and boulders, filling in gullies using embankment material, clearing roadside ditches, removing sediment debris from the road, and replacing two damaged culverts - dsharon - 07/08/2014 14:34:31 GMT

\*\*\*Version 1\*\*\* This version is written for the following:

1) Revise the material to be placed on Site 1 of Embankment Material to more stable Rockery Embankment Material in the SOW. The change in material is required to restore the facility to pre-disaster function and capacity as the rock will provide a more efficient and effective construction material. This change identified as good construction practices and based on sound engineering.

2) Add additional quantity that was under estimated in Version 0 for Sites 5 and 6 eroded gravel road surface to the SOW, and associated costs. This is to account for 8IN of roadbase that was present at the sites prior to the disaster. - pross6 - 07/08/2015 15:53:48 GMT

\*\*\*VERSION 3 \*\*\*According to the Applicant's Scope Change request (November 14, 2016), the proposed scope of work follows the scope to repair the road to pre-disaster function and capacity included in Version 0 and the material changes included in Version 1 with more detailed construction-related items. The revised scope of repair includes line items not included in Version 0 or Version 1 necessary to permit and complete the in-kind repairs. The scope of work also proposes to move the creek back to its pre-flood configuration and rebuild the washed out section (Site 1). The rockery material, riprap and other materials identified in the Permanent Work, Channel Realignment and Road Protection estimate below are necessary to rebuild the washed out road and to retain the embankment. All previous E/HP comments and conditions still apply. No additional E/HP review is required unless there is a future change to the SOW. - mthomp18 - 08/15/2017 15:25:55 GMT

#### CATEX CATEGORIES

Catex Category Code	Description	Selected
*n6	(*n6) Federal Assistance for Relocation/Realignment of Structures and Facilities. Federal assistance for the relocation of structures and facilities, including the realignment of linear facilities that are part of a bigger system, when they do not involve ground disturbance of more than one acre. This category does not apply to the following: actions that involve hardening or armoring of stream banks, unless they use stream or stream bank bioengineering techniques; realignment actions affecting a regulatory floodway if they result in any increase in flood levels during the base flood discharge; or actions occurring seaward of the limit of moderate wave action (or V zone when the limit of moderate wave action has not been identified).	Yes

#### EXTRAORDINARY CIRCUMSTANCES

Extraordinary Circumstance Code	Description	Selected ?
	No Extraordinary Circumstances were selected	

#### ENVIRONMENTAL LAW / EXECUTIVE ORDER

15:36:00

## RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project ID: PA-08-CO-4145-PW-01147

Title: BOUCO33 - Facility Repair - Hall Trail

Environmental Law/ Executive Order	Status	Description	Comments
Clean Air Act (CAA)	Completed	Project will not result in permanent air emissions - Review concluded	
Coastal Barrier Resources Act (CBRA)	Completed	Project is not on or connected to CBRA Unit or otherwise protected area - Review concluded	
Clean Water Act (CWA)	Completed	Project would affect waters, including wetlands, of the U.S.	Project activities have the potential to impact Waters of the United States or wetlands. Project involves dredge, fill, excavation and/or modification. - dsharon - 07/08/2014 14:31:33 GMT
	Completed	Project may require Section 404/401 or Section 9/10 (Rivers and Harbors Act) permit, including qualification under Nationwide Permits - Review concluded	
Coastal Zone Management Act (CZMA)	Completed	Project is not located in a coastal zone area and does not affect a coastal zone area - Review concluded	
Executive Order 11988 - Floodplains	Completed	Located in floodplain or effects on floodplain/flood levels	Project Site 1 is located in Zone AE, FIRM panel 08013C0233J, dated December 18th, 2012. Per 44 CFR Part 9.5 (g) Step 1: Project repairs are determined to have no effect on floodplain or wetlands provided that the repairs remain in the existing footprint and do not impact previously undisturbed areas. No further floodplains review is required. Project work for Sites 2-4 is <\$5,000, and substantially restores site to pre-disaster condition. Per 44 CFR Part 9.5(c) (13) this project is exempt from the 8-step process and no further floodplain review is required. Project Sites 5 and 6 are located in Zone X, FIRM panel 08013C0233J, dated December 18th, 2012. - dsharon - 07/08/2014 14:33:30 GMT
	Completed	No adverse effect on floodplain and not adversely affected by the floodplain - Review concluded	
Executive Order 11990 - Wetlands	Completed	No effects on wetlands and project outside wetlands - Review concluded	Project work for Sites 1, 5, and 6 is not in a mapped wetland. Project work for Sites 2-4 is <\$5,000, and substantially restores site to pre-disaster condition. Per 44 CFR Part 9.5 (c) (13) this project is exempt from the 8-step process and no further wetlands review is required. - dsharon - 07/08/2014 14:34:01 GMT
Executive Order 12898 - Environmental Justice for Low Income and Minority Populations	Completed	Low income or minority population in or near project area	The entire community will benefit from the completion of this project. - dsharon - 07/08/2014 14:34:14 GMT

15:36:00

## RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project ID: PA-08-CO-4145-PW-01147

Title: BOUCO33 - Facility Repair - Hall Trail

Environmental Law/ Executive Order	Status	Description	Comments
	Completed	No disproportionately high and adverse impact on low income or minority population - Review concluded	
Endangered Species Act (ESA)	Completed	Listed species and/or designated critical habitat present in areas affected directly or indirectly by the federal action	Action is addressed under the attached Emergency Consultation between FEMA and USFWS, dated September 24, 2013. The consultation includes conservation measures intended to minimize impacts to the federally listed Prebles Meadow Jumping Mouse, Utes Ladys Tress and Colorado Butterfly Bush, and Designated Critical Habitat protected under the ESA. - dsharon - 07/08/2014 14:30:03 GMT***Version 1*** The scope of work has been reviewed and meets the May Affect, Not Likely to Adversely Affect criteria (Table 3, Items 3, 6, 7, 9, 21, 40, and 42) outlined in the July 22, 2014 Programmatic Consultation Agreement signed by FEMA and the USFWS. The project returns the damaged facility to pre-flood function, location and capacity; access is through previously disturbed areas or uses a route that avoids destruction of live or dormant vegetation; and, project disturbance is limited to areas devoid of vegetation resulting from Disaster-related disturbance. See Conditions for Conservations Measures that must be implemented for projects to qualify as NLAA under the July 22, 2014 Programmatic Consultation Agreement. Version 0 ESA Conditions still apply. - pross6 - 07/08/2015 16:00:33 GMT
	Completed	No effect to species or designated critical habitat (See comments for justification) - Review concluded	
Farmland Protection Policy Act (FPPA)	Completed	Project does not affect designated prime or unique farmland - Review concluded	
Fish and Wildlife Coordination Act (FWCA)	Completed	Project does not affect, control, or modify a waterway/body of water - Review concluded	
Migratory Bird Treaty Act (MBTA)	Completed	Project not located within a flyway zone - Review concluded	
Magnuson-Stevens Fishery Conservation and Management Act (MSA)	Completed	Project not located in or near Essential Fish Habitat - Review concluded	
National Historic Preservation Act (NHPA)	Completed	Applicable executed Programmatic Agreement. Activity meets Programmatic Allowance (enter date and # in comments) - Review concluded	The scope of work has been reviewed and meets the criteria of the May 5, 2013 signed Programmatic Agreement, Item I; Section A, Item III; Sections A, B, C, and F, and Item IV;



## RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project ID: PA-08-CO-4145-PW-01147

Title: BOUCO33 - Facility Repair - Hall Trail

Environmental Law/ Executive Order	Status	Description	Comments
			Sections F and J agreed to by FEMA and the SHPO. - dsharon - 07/08/2014 14:28:54 GMT***Version 1*** The scope of work has been reviewed and meets the criteria of the September, 24, 2014 signed Programmatic Agreement, Allowances I.A.1.a & d and I.C.1.a & d. - pross6 - 07/08/2015 15:56:45 GMTThe scope of work has been reviewed and meets the criteria of the September, 24, 2014 signed Programmatic Agreement, Item Number; II,Ca,b,c, agreed to by FEMA and the SHPO. - mthomp18 - 08/15/2017 15:32:27 GMT
State Hazardous Materials and Solid Waste Laws	Completed	Review concluded	Work involves removal, staging, transporting, and/or disposal of debris. (Includes culverts) - dsharon - 07/08/2014 14:32:47 GMT
Wild and Scenic Rivers Act (WSR)	Completed	Project is not along and does not affect Wild and Scenic River - Review concluded	

## CONDITIONS

## Special Conditions required on implementation of Projects:

Applicant is responsible for coordinating with the local floodplain manager. All required permits should be maintained as part of the permanent record.

Source of condition: Executive Order 11988 - Floodplains

Monitoring Required: No

The applicant is responsible for verifying and compliance with all permit requirements, including permit conditions, pre-construction notification requirements and regional conditions as provided by the US Army Corps of Engineers (USACE). The applicant is responsible for implementing, monitoring, and maintaining all Best Management Practices (BMPs) and Pre-Construction Notification (PCN) conditions of applicable Nation Wide Permits (NWP). This is to include any requirements per the Colorado Department of Public Health and Environment 401 Water Quality Certification for Clean Water Act permits.

Source of condition: Clean Water Act (CWA)

Monitoring Required: No

The applicant should implement appropriate FWS conservation measures identified in the Emergency Consultation between FEMA and USFWS, dated September 24, 2013, to the extent possible; including a post-construction estimate of the amount of habitat affected by the emergency response, an evaluation of how conservation recommendations were implemented, and the results of implementation in minimizing adverse effects.

Source of condition: Endangered Species Act (ESA)

Monitoring Required: No

## PRE-CONSTRUCTION DESIGN:

1. Design the project to avoid and minimize the permanent and temporary impacts to riparian and adjacent upland habitats.
  - a. Before construction, identify and prioritize riparian and adjacent upland habitats within the project area. Design the project so that it avoids these habitats whenever possible.
  - b. Minimize the amount of concrete, riprap, bridge footings, and other hard, impermeable engineering features within the stream channel and riparian or adjacent upland habitats.
  - c. Use bioengineering techniques to stabilize stream banks.
  - d. Minimize the number and footprint of access routes, staging areas, and work areas. e. Locate access routes, staging

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Title: BOUCO33 - Facility Repair - Hall Trail

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areas, and work areas within previously disturbed or modified non-habitat areas.

- f. Maintain habitat connectivity under bridges or through culverts by installing ledges or dry culverts adjacent to the culverts with water flow.
- g. Avoid fragmenting linear riparian corridors.
- 2. Install limits of work fencing (e.g., orange barrier netting or silt fencing), signage, or other visible markers to delineate access routes and the project area from habitats. Use this fencing to enforce no-entry zones.
- 3. Hold a preconstruction briefing for onsite personnel to explain the limits of work and other conservation measures.
- 4. Follow regional stormwater guidelines and design best management practices (BMPs) to control contamination, erosion, and sedimentation, such as silt fences, silt basins, gravel bags, and other controls needed to stabilize soils in denuded or graded areas, during and after construction.
- 5. Locate utilities along existing road corridors, and if possible, within the roadway or road shoulder.
  - a. Bury overhead utilities whenever possible.
  - b. Directionally bore utilities and pipes underneath habitats.
- 6. Develop and implement a habitat restoration plan that addresses site preparation, planting techniques, control of non-native weeds, native seed mixtures, and post-construction monitoring.

Source of condition: Endangered Species Act (ESA)

Monitoring Required: No

## PROJECT IMPLEMENTATION:

- 7. Contact the Service immediately by telephone at (303) 2364773 if a Prebles is found alive, dead, injured, or hibernating within the project area. Please also contact the Service if any other listed species are found within the project area.
- 8. To the maximum extent practicable, limit disturbing (e.g., crushing, trampling) or removing (e.g., cutting, clearing) all vegetation, such as willows, trees, shrubs, and grasses within riparian and adjacent upland habitats.
  - a. Restrict the temporary or permanent removal of vegetation to the footprint of the project area.
  - b. Minimize the use of heavy machinery and use smaller equipment when possible.
  - c. Soil compaction: Temporarily line access routes with geotextiles or other materials, especially in wet, unstable soils to protect roots and the seed bank.
- 9. Use the attached table to track the acres or square feet of riparian and upland habitats temporarily or permanently affected by the response activities.
  - a. Temporary Impacts: Native vegetation and habitats will reestablish following rehabilitation (e.g., access route that is rehabilitated with native, weed-free seeds and plants).
  - b. Permanent Impacts: Riparian or upland habitats will not return as a result of project activities (e.g., road surface, concrete footings)
- 10. Track the volumes of any water from onsite sources stored or used for dust abatement, soil compaction, concrete mixing, or other activities.
- 11. Locate, store, stage, operate, and refuel equipment outside of riparian or adjacent upland habitats.
  - a. Operate equipment from previously disturbed or modified roadbeds or road shoulders above the riparian habitats.
  - b. Limit the number of entrance and exit points leading into the project area.
  - c. Stockpile topsoil and debris outside the riparian corridor and protect from stream flows or runoff.

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12. During the Prebles active season (May 1 through November 1), work only during daylight hours to avoid disrupting Prebles nocturnal activities.

13. Promptly remove waste to minimize site disturbance and avoid attracting predators.

14. Cover exposed holes or piles of loose dirt with boards, tarps, or other materials to prevent entrapment.

15. Use best management practices (BMPs) to limit construction-related disturbance, such as soil compaction, erosion, and sedimentation, and to prevent the spread of invasive weeds;

a. Soil compaction: Establish one access route for workers, vehicles, and machinery, preferably along a previously disturbed surface or route.

b. Soil compaction: Temporarily line access routes with geotextiles or other materials, especially in wet, unstable soils.

c. Weed control: Wash and inspect vehicles and equipment before entering or leaving the project area so that they are free of noxious weed seeds and plant parts.

d. Weed control: Use only weed free certified materials, including gravel, sand, top soil, seed, and mulch.

16. Complete construction before beginning restoration or enhancement activities.

Source of condition: Endangered Species Act (ESA)

Monitoring Required: No

## POST-CONSTRUCTION:

17. Upon project completion, revegetate all disturbed areas with native shrubs, trees, and grasses.

a. Rip compacted access routes prior to replanting with native vegetation. b. Fill and reseed with weed free material and native seed mixtures.

c. Consult the Service before finalizing a seed and plant list.

18. Bury riprap, then plant with native riparian vegetation.

19. Rehabilitate adjacent habitats impacted by floodwaters to restore connectivity and prevent future impacts from erosion or sedimentation.

20. Consider monitoring the revegetated areas for success. The Service can help establish success criteria during the consultation process.

Source of condition: Endangered Species Act (ESA)

Monitoring Required: No

Gravel/borrow materials for work to be completed must be obtained from one of the following pre-approved sources: (SHPO approved source, CO Licensed Pit, commercial source, contractor or county Stockpiles).

Source of condition: National Historic Preservation Act (NHPA)

Monitoring Required: No

Debris must be appropriately separated and disposed of in an approved disposal site or landfill.

Source of condition: State Hazardous Materials and Solid Waste Laws

Monitoring Required: No

## Standard Conditions:

Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.

This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.

08/15/2017

# FEDERAL EMERGENCY MANAGEMENT AGENCY

REC-01

15:36:00

## RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

**Project ID:** PA-08-CO-4145-PW-01147

**Title:** BOUCO33 - Facility Repair - Hall Trail

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If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

# Attachment H



DEPARTMENT OF THE ARMY  
CORPS OF ENGINEERS, OMAHA DISTRICT  
DENVER REGULATORY OFFICE, 9307 SOUTH WADSWORTH BOULEVARD  
LITTLETON, COLORADO 80128-6901

December 14, 2017

SUBJECT: Nationwide Permit Verification – Corps File No. NWO-2017-01952-DEN,  
Hall Ranch 2 Project

Brent Wheeler  
Boulder County Parks and Open Space  
5201 St. Vrain Road  
Longmont, CO 80503

Dear Mr. Wheeler:

This letter is in reference to the proposed project located at approximately 40.202927°N, -105.292978°W, in Boulder County, Colorado. The work as described in your submittal will consist of replacing a gravel road destroyed during flooding, incorporating roadway drainage features to protect the roadway from erosion, armoring a section of St. Vrain Creek with riprap where it flows next to the replaced road, realigning St. Vrain Creek to its original, pre-flood bed, grading the creek to decrease flows in the section adjacent to the road, restoring vegetation along the floodplain, and constructing a low flow crossing across an unnamed tributary to St. Vrain Creek. The project will result in permanent impacts to approximately 0.08 acre of an unnamed tributary, approximately 0.274 acre of St. Vrain Creek, and approximately 0.108 acre of adjacent wetlands.

Based on the information provided, this office has determined that the work is authorized by the **Department of the Army Nationwide Permits (NWP) 3, Maintenance; 13, Bank Stabilization; and 14, Linear Transportation Projects**, found in the January 6, 2017, Federal Register. Enclosed are fact sheets, which fully describe these Nationwide Permits and list the General Conditions, and Colorado Regional Conditions, which must be adhered to for this authorization to remain valid. In addition, the following Special Conditions must be followed:

1. In order for this Nationwide Permit verification to be valid, 0.108 acre of wetland shall be created on-site and in-kind (a ratio of 1:1) as compensation for wetlands permanently lost due to project construction, as proposed by the County.
2. The created wetlands will be considered successful and self-sustaining when the following conditions have been met without intervention in the form of irrigation, removal of undesirable vegetation or replanting of desirable vegetation for a period of two consecutive years, as determined by the Corps of Engineers:
  - a) At least 80 % (determined by ocular estimate of herbaceous and shrub foliar cover) of the mitigation site is vegetated, with at least 50% of the total number of dominant species present will consist of species rated as facultative or wetter.
  - b) Trees and shrubs, to include volunteer specimens, will have a survival rate of at least 85 percent. Species composition shall be representative of species planted.

c) Those species shown on the Colorado Noxious Weed Inventory list-A shall be 100% eradicated. Those species shown on list-B shall be no more than 5% or less of the total cover in the mitigation area. The lists can be found at [http://www.colorado.gov/cs/Satellite/ag\\_Conservation/CBON/1251618874438](http://www.colorado.gov/cs/Satellite/ag_Conservation/CBON/1251618874438)

3. A mitigation monitoring report documenting growing season conditions shall be sent to the Denver Regulatory Office prior to December 31st of each year, for a period of at least five years, or until the Corps of Engineers determines that the 0.108 acre of wetlands has successfully developed.

4. Annual reports shall be formatted per the attached Annual Mitigation Monitoring Report Formatting Requirements. If the authorized work has not yet started, please state so in the annual mitigation monitoring report.

Although an Individual Department of the Army permit will not be required for this work, this does not eliminate the requirement that any other applicable federal, state, tribal or local permits be obtained as required. Please be advised that deviations from the original plans and specifications of this project could require additional authorization from this office.

At your request, a Preliminary Jurisdictional Determination (JD), a written indication that wetlands and waterways within your project area may be waters of the United States, has been prepared. Such waters will be treated as jurisdictional waters of the US for purposes of computation of impacts and compensatory mitigation requirements. If you concur with the findings of the Preliminary JD, please sign it and return it to the letterhead address within two weeks. If you believe the Preliminary JD is inaccurate, you may request an Approved JD, which is an official determination regarding the presence or absence of waters of the US. If an approved JD is requested, the Corps will complete one and you may not begin work on the proposed project until after the Approved JD is complete. If you do not want the Corps to complete an Approved JD, you may proceed with the proposed project.

The applicant is responsible for all work accomplished in accordance with the terms and conditions of the nationwide permit. If a contractor or other authorized representative will be accomplishing the work authorized by the nationwide permit on behalf of the applicant, it is strongly recommended that they be provided a copy of this letter and the enclosed conditions so that they are aware of the limitations of the applicable nationwide permit. Any activity which fails to comply with all the terms and conditions of the nationwide permit will be considered unauthorized and subject to appropriate enforcement action.

**This verification will be valid until March 18, 2022. In compliance with General Condition 30, the enclosed "Certification of Completed Work" form (blue) must be signed and returned to this office upon completion of the authorized work and any required mitigation.**

If there are any questions please feel free to contact Angelle Greer at (303) 979-4120 or by e-mail at Angelle.V.Greer@usace.army.mil, and reference **Corps File No. NWO-2017-01952-DEN**.

Sincerely,



 Aaron Eilers  
Chief, Denver Regulatory Office

Enclosure(s)

Nationwide Permit 3, Maintenance  
Nationwide Permit 13, Bank Stabilization  
Nationwide Permit 14, Linear Transportation Projects  
Certification of Completed Work  
Annual Mitigation Monitoring Report Requirements  
Preliminary Jurisdictional Determination (November 20, 2017)

Copies Furnished:

Corinna Photos, AMEC Foster Wheeler, 2000 S. Colorado Blvd Suite 2-1000, Denver, CO/80222

# **Attachment I: Boulder County Limited Impact Special Use Permit/Resolution**

## **RESOLUTION 2017-103**

### **A resolution conditionally approving Boulder County Land Use Docket LU-17-0015: Boulder County Parks and Open Space – Hall Ranch 2 Access Road Repairs**

#### Recitals

1. Boulder County Parks and Open Space (the “Applicant” or “POS”) has applied for Limited Impact Special Use Review under Article 4-601 of the Boulder County Land Use Code (the “Code”) for approximately 9,079 cubic yards of earthwork to perform flood-related repairs along a half mile section of the Hall Ranch 2 Access Road that suffered damage during the 2013 Extreme Rain and Flood Event.
2. The proposed work will be performed over two properties, identified in the records of the Boulder County Assessor as Parcel Nos. 120125000007 and 120125000011, located along the Access Road on Hall Ranch 2 County Open Space roughly 1/4 mile southwest of the Old St. Vrain Road / Access Road intersection, in Section 25 Township 3 North Range 71 West, in the Agricultural and Forestry zoning districts in unincorporated Boulder County (the “Property”).
3. The Property is southwest of the Town of Lyons in the Hall Ranch 2 Open Space and bordered to the south by Heil Valley Ranch Open Space. The South St. Vrain Creek runs through the Property from west to east and adjacent to the road through the project corridor, which is located at the southern edge of a large open floodplain near Hall Meadows. The Property is accessed by Old St. Vrain Road, which is maintained by the County Transportation Department; POS assumes maintenance of the road once it enters the Hall Ranch 2 open space.
4. During 2013 Extreme Rain and Flood Event, high-velocity, debris-laden floodwaters in the creek stripped the gravel surface from the road, damaged culverts, and washed out a 240-foot section of the road. The Event shifted creek alignment and severed vehicular access to the majority of the Hall Ranch 2 property. The Proposal seeks to restore the Hall 2 Access Road to its pre-flood function and protect it from erosion during future flood events through aligning the channel, reconstructing the roadway, improving drainage, and armoring embankments (the “Project”).
5. An interdisciplinary team of POS staff coordinated on Project design to ensure the values and characteristics of the Hall Ranch and Heil Valley Ranch open space properties were considered during design of the road repairs. The Applicant Boulder County is proposing to restore the road to its pre-flood location, capacity and function through the following improvements:



- Return the creek channel to its pre-flood alignment;
- Repair/ reconstruct the roadway and restore vehicular access;
- Improve road drainage and armor the road/ creek embankment to protect against future scour;
- Install a low-water crossing to convey flow from a side drainage under the road, outletting to the creek;
- Incorporate natural channel design to support the riparian ecosystem; and
- Revegetate disturbed areas to improve habitat and control erosion.

6. The Project will involve approximately 9,079 cubic yards of earthwork, including 4,994 cubic yards of cut, of which 3,245 cubic yards will be repurposed as fill on-site; an additional 840 cubic yards of aggregate will be imported. Material imported for use as road base is exempt from review and has been excluded from the earthwork calculations outlined above. The Applicant is working with the owner of an inactive andesite mine elsewhere on the Property to obtain permission to dispose of the excess 1,749 cubic yards of unused cut at the mine site, but the contractor will explore other options for final export location if necessary. The work will take place within the Floodplain Overlay District for South St. Vrain Creek.

7. The Applicant has identified preliminary haul routes and locations for staging, refueling, and access; this information will be finalized by the contractor included in plans submitted for permitting. Best Management Practices for erosion control will be completed in all disturbed areas, and an Erosion Control Supervisor will be assigned to ensure proper implementation and maintenance of erosion control during construction. Proposed revegetation includes using willow cuttings and native seed mix for wetland and upland areas. Soil will be salvaged during excavation activity and stockpiled on site for re-use during revegetation.

8. Construction is expected to begin in the fall of 2017 and last approximately three months, including revegetation.

9. The following permits from outside agencies are being obtained by the Applicant or have been approved:

- US Fish and Wildlife Service;
- State Historic Preservation Office clearance;
- US Army Corps of Engineers 404 Permit; and
- State Stormwater Permit (to be obtained by contractor).

10. The above described request was processed and reviewed as Boulder County Land Use Docket LU-17-0015 (the "Docket"), as further described in the memorandum and written recommendation to the Board of County Commissioners (the "Board") by Boulder County Land

Use Department planning staff dated July 25, 2017, together with its attachments (the "Staff Recommendation"). The Staff Recommendation found that the proposal could meet the criteria for approval, and therefore, recommended that the Board conditionally approve the Docket.

11. At a public hearing on the Docket held July 25, 2017 (the "Public Hearing"), as further reflected in the official record of the hearing, the Board considered the Staff Recommendation as well as the documents and testimony presented by Boulder County Land Use Department planning staff and POS staff. No members of the public spoke.

12. Based on the Public Hearing, the Board finds that the Docket meets the criteria for limited impact special use contained in Article 4-601 of the Code, subject to the conditions stated below.

13. Therefore, the Docket can be approved, subject to the conditions stated below.

Therefore, the Board resolves:

Docket LU-17-0015 is approved on the basis and terms set forth in this Resolution, above, and subject to the following conditions:

1. Prior to the commencement of site disturbance, the Applicant shall obtain a county grading permit and a county floodplain development permit from Building Safety and Inspection Services in the Land Use Department; a building permit is also required for any retaining walls greater than four (4) feet in height as measured from the bottom of the footing to top of wall. Detailed plan review will be performed at time of permit application and engineering observations are required prior to final approval of the work covered in the permit.
  - a. The Applicant must provide a certification of no rise in the 100 yr. water surface elevation, OR an approved Conditional Letter of Map Revision (CLOMR) from, OR an approved Boulder County Floodway Review with permit application.
    - i. CDOT/ CWCB flows should be used for all modeling.
    - ii. The proposed low water crossing must adhere to Boulder County Storm Drainage Criteria Manual requirements.
    - iii. A Letter of Map Revision (LOMR) will be required after project completion.
    - iv. Demonstration of coverage under a US Army Corps of Engineers Nationwide or Individual 404 permit is required prior issuance of the floodplain development permit.

- v. See Floodplain Review Team referral letter dated June 30, 2017 for additional details on floodplain permitting requirements.
  - b. The location and types of all erosion control measures shall be shown on plans submitted for permitting.
  - c. Permission from the mine owner Aggregate Industries-WCR, Inc. to use the mine site for disposal of excess material must be provided.
  - d. Access, staging, and refueling locations must be shown on plans submitted for permitting. Construction staging should be located outside of the floodway when feasible, and as far away from the creek as possible.
  - e. Plans provided for permit application must be certified by a qualified professional engineer registered in the state of Colorado.
2. Prior to permitting, a Transportation Management Plan (TMP) will be developed by the Transportation Department and provided to the Applicant that outlines how construction progress and impacts to traffic will be communicated to the public. The plan will include the following provisions:
- a. The Applicant must coordinate with the Transportation Department's Public Information Officer and with other nearby stream restoration and/or road projects that have similar construction schedules.
  - b. Hours of hauling shall be from 8:30 am to 4:30 pm to limit impacts on regular vehicular traffic, especially during peak commuter periods.
  - c. See Transportation Development Review Team referral letter dated June 30, 2017 for additional details on permitting requirements.
3. The Applicant must address all comments and requirements as outlined in the Parks and Open Space referral letter dated July 14, 2017, which include, but are not limited to the following:
- a. Biodegradable hydraulic fluids must be used in all machinery and equipment.
  - b. All equipment must be cleaned in accordance with protocols set by the state Division of Wildlife before entering the construction site.
  - c. A "spill kit" for emergency pollutant isolation and clean-up materials with procedures must be onsite during all work with heavy machinery.
  - d. Proof of USFWS clearance must be provided.
  - e. All straw/ mulch used must be certified weed-free.
4. Wetlands mitigation must be limited to a 1:1 ratio to prevent injury to vested water rights; if mitigation exceeds this ratio, a court approved augmentation plan or a State Engineer approved substitute supply plan is required. See additional details and guidance in CO DWR referral letter dated July 3, 2017.

5. Prior to issuance of a stream restoration permit, the Applicant must provide proof of SHPO concurrence.

6. Prior to commencement of site disturbance, appropriate erosion control measures shall be installed downslope and parallel to contours for all disturbed areas, including staging and refueling areas; stockpiled fill piles stored more than 30 days must be properly covered and/or stabilized with temporary vegetation.

7. Prior to commencement of site disturbance, the Applicant must obtain and provide documentation of all necessary permits, including without limitation: a stormwater permit (or waiver) from the State of Colorado (for over 1 acre of disturbance) and Oversize/Overweight permits from the county Transportation Department (if applicable).

8. The Applicant shall be subject to the terms, conditions, and commitments of record and in the file for Docket LU-17-0015: Boulder County Parks and Open Space – Hall Ranch 2 Access Road Repairs.

A motion to approve the Docket was made by Commissioner Jones, seconded by Commissioner Domenico, and passed by a 3-0 vote.

ADOPTED as a final decision of the Board on this 10 day of October 2017.

**BOARD OF COUNTY COMMISSIONERS  
OF BOULDER COUNTY:**



  
Deb Gardner, Chair

  
Cindy Domenico, Vice Chair

  
Elise Jones, Commissioner

ATTEST:

  
Clerk to the Board

# Attachment J: Agreement with Aggregate Industries



## Parks and Open Space

5201 St. Vrain Road • Longmont, Colorado 80503  
303.678.6200 • Fax: 303.678.6177 • [www.bouldercounty.org](http://www.bouldercounty.org)

June 16, 2017

### IMPORT MATERIAL AND FILL AGREEMENT

#### *Re: Use of Lyons Quarry for Disposal of Material from South St. Vrain Creek Restoration Project*

This Agreement (the "Agreement") is made and entered into effective the 21<sup>st</sup> day of June, 2017, between Aggregate Industries-WCR, Inc. ("Aggregate"), with its principal place of business located at 1687 Cole Boulevard, Suite 300, Golden, CO 80401; and County of Boulder, a body corporate and politic, acting through Boulder County Parks and Open Space ("Boulder County") located at 5201 St. Vrain Road, Longmont, CO 80503.

**WHEREAS**, Aggregate is the Operator under Colorado Division of Reclamation, Mining and Safety (DRMS) Permit No. M-1977-141 – Lyons Quarry, located adjacent to South St. Vrain Creek in Boulder County.

**WHEREAS**, Boulder County is the owner of the property upon which the Lyons Quarry is located.

**WHEREAS**, Aggregate has completed its mining of the Lyons Quarry, but has an obligation to complete reclamation of the site to comply with its mining permit.

**WHEREAS**, Boulder County has completed a design for an emergency watershed protection ("EWP") project on an approximately 1.2 mile section of South St. Vrain Creek, which begins approximately ¾ of a mile downstream of the Lyons Quarry. The EWP project will involve restoration of the floodplain and stream channel. The county has contracted with RMC Consultants to complete the work, and the project will begin in June or July of 2017 and be completed by early 2018.

**WHEREAS**, the EWP project will result in the generation of tens of thousands of cubic yards of material (mostly cobble and sand deposited during the 2013 flood) that needs to be removed from the creek's floodplain.

**WHEREAS**, Aggregate is willing and interested in having the excess cut material from the Boulder County's EWP project deposited in the Lyons Quarry and incorporated into the reclamation of the site.

**NOW, THEREFORE**, in consideration of the mutual covenants, undertakings and agreements herein contained, and other valuable considerations, the receipt of which is hereby acknowledged, Aggregate and Boulder County covenant and agree as follows:

1. Boulder County will deliver, free of charge, approximately 48,000 cubic yards of clean, inert fill material from the EWP project to the Lyons Quarry and place it outside of the floodplain and within the limits and slopes as set forth in Figure 1 attached hereto as Exhibit A.
2. Aggregate agrees to accept, free of charge, the clean, inert fill material in accordance with its Inert Material Acceptance Policy, a copy of which is attached hereto as Exhibit B.
3. Boulder County will complete and submit to Aggregate the Inert Materials Profile and Affidavit form as referenced in the Inert Material Acceptance policy. A copy of the form is attached hereto as Exhibit C.

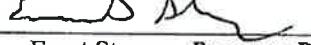
4. Aggregate will prepare and submit an Inert Fill Notice and the Inert Materials Profile and Affidavit provided by Boulder County to DRMS as required under Aggregate's Permit.
5. Boulder County will be responsible for any other required permits associated with the imported fill and fill placement.
6. Aggregate will provide to Boulder County design specifications, grading plan and earthwork specifications associated with the EWP fill and placement area set forth in Figure 1.
7. Boulder County will be responsible for and pay the costs of all labor, equipment and materials required to place the imported materials in an engineered, quality controlled, and stable embankment fill as set forth below:
  - a. Fill materials, placement methods, and placement geometry must not impact the fill placement, stability, or performance of the Permit approved reclamation plan slopes.
  - b. *Fill Placement.* The final in place fill shall meet the reclamation plan specifications regarding material type, gradation, moisture content, compaction, horizontal lift placement, and maximum lift thickness as follows:
    - i. Material Type – ASTM Classifications of SW, SP, SC, SM, SC-SM, GW, GP, GC, GM, and GC-GM.
    - ii. Gradation – Graded uniformly and continuously from boulder size to silt size, maximum particle size equal to two-thirds of the lift thickness, maximum 45 percent fines in the minus 3-inch fraction.
    - iii. Moisture Content – Within 3 percent of optimum based on ASTM D698.
    - iv. Minimum Compaction – Greater than 90 percent of the maximum dry density based on ASTM D698.
    - v. Fill should be placed in horizontal lifts not to exceed 2 feet thick. Compaction requirements depend on the lift thickness and the compaction equipment used for compaction. Adequate compaction should be achievable by tracking with a dozer or the routing of construction equipment traffic, provided material characteristics, moisture content and lift thickness are appropriate.
  - c. Boulder County will perform and document Quality Assurance/Quality Control (QA/QC) associated with its placement of the fill adjacent to existing pit walls and fills slopes, and provide copies of such documentation to Aggregate.
  - d. *Fill Slope Geometry.* The final in place fill slopes, bench heights, and overall heights should be limited as follows:
    - i. Bench Slope Angle 26.6 degrees or 2H:1V
    - ii. Maximum Bench Height 50 feet
    - iii. Minimum Bench Width 15 feet
    - iv. Maximum Overall Slope Height 150 feet
8. Boulder County shall require all of its employees, agents, contractors and subcontractors to provide all necessary and proper safety supervision of individuals who enter the Premises and act upon Boulder County's behalf, and Aggregate shall not be responsible for the safety of any such individuals.
9. City and its employees, agents, contractors and subcontractors shall comply with all necessary MSHA and/or OSHA safety training and documentary requirements as determined by Aggregate, including, but not limited to:
  - a. Training i.e. task specific, CPR/First Aid
  - b. Lone Workers

- c. Vehicle safety i.e. parking brakes, warning horns, back up alarms (if needed), pre-shift safety inspections
- d. Working near water - Life Vests
- e. Communication
- f. Emergency plan

10. To the extent permitted by law, Boulder County shall protect, defend, indemnify and hold Aggregate, its officers, agents, and employees harmless from and against any and all actions, demands, claims, liabilities, expenses, liens, damages, or costs caused by, resulting from, arising out of, or occurring in connection with the fill material, fill placement and/or the entry or presence of Boulder County, its affiliates, employees, agents, contractors, and/or subcontractors on the Premises or incidental to or appertaining thereto.
11. Boulder County acknowledges potential impacts on future reclamation plans related to limited areas accessible for placement of excess fill materials potentially generated during reclamation.

If Aggregate Industries agrees to accept this material, this letter agreement will continue to be in force until Boulder County's EWP project in the vicinity of the Lyons Quarry is complete (estimated to be January 2018) but either party may cancel this letter agreement by providing 90 days advance written notice to the other party. Once there is agreement in principle about Boulder County providing fill material to Aggregate Industries, the parties can work out logistics about delivery schedules, Aggregate Industries' preferences related to notice of upcoming deliveries and locations where fill will be deposited, as well as any other operational issues.

The County of Boulder, a body corporate and politic

By:   
Ernst Strenge, Resource Planning Manager  
Boulder County Parks and Open Space  
303-678-6269  
estrenge@bouldercounty.org

Aggregate Industries

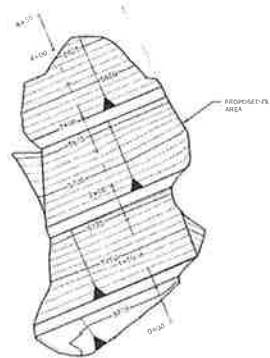


By: John Conlin  
(name/title)  
General Manager  
Mountain Region

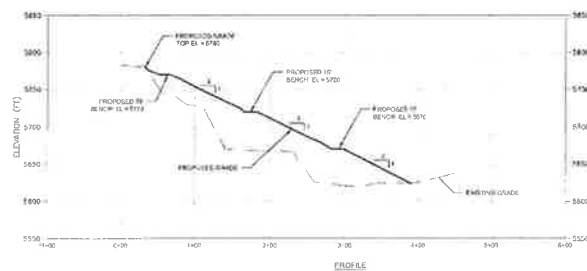
Date: 06-27-17

cc: Conrad Lattes, Boulder County Attorney's Office

# EXHIBIT A



PLAN



PROFILE



## Cut/Fill Summary

DATE	BY	CHKD	DATE	BY	CHKD	DATE	BY	CHKD
12/17/14	J. J. Jones	J. J. Jones	12/17/14	J. J. Jones	J. J. Jones	12/17/14	J. J. Jones	J. J. Jones



AGGREGATE INDUSTRIES  
LYONS QUARRY

RECLAMATION PROJECT

DATE  
MAY 2017

FIGURE  
1



## EXHIBIT B

### **Aggregate Industries-WCR, Inc. Inert Material Acceptance Policy General Conditions**

Importing and backfilling of inert materials at Aggregate Industries-WCR mine sites requires notification to and approval by the Colorado Division of Reclamation, Mining and Safety (DRMS). In support of the required notice of intent to DRMS, an affidavit must be submitted that the material is clean and inert as defined in DRMS rules, as follows:

"Inert Materials" means non-water-soluble and non-putrescible solids together with such minor amounts and types of other materials, unless such materials are acid or toxic producing, as will not significantly affect the inert nature of such solids. The term includes, but is not limited to, earth, sand, gravel, rock, concrete which has been in a hardened state for at least sixty days, masonry, asphalt paving fragments and other inert solids.

To assure compliance with DRMS regulations and with Aggregate Industries' environmental standards, the following general conditions shall apply to the acceptance of inert materials and the backfilling of inert materials at Aggregate Industries sites:

- I. Inert Materials should not be accepted from an unknown site. Entities desiring to bring inert materials onto any Aggregate Industries site for backfilling must complete and sign an Aggregate Industries Inert Materials Profile Form.
- II. All loads, or at a minimum the initial few loads being delivered, should be at least visually inspected.
  - a. If Inert Materials are brought in and there is a suspicion that the material might be contaminated, such as strong odors of garbage, gasoline or other, the material should not be accepted and should not be unloaded.
  - b. If other waste is observed, such as lumber, painted material, more than incidental amounts of wood, vegetation or debris, the material should not be unloaded.
- II. If unloaded, contaminated material will have to be picked up and sent to a landfill or back to the generator.
  - a. If the contaminated materials were unloaded, then reloaded to be sent back to the generator, the generator must be notified. Simply loading the contaminated material and dumping at the site of generation without notification could be considered illegal disposal by Aggregate Industries if there has not been an agreement to take the materials back.
  - b. Unless contaminated materials are easy to visually identify, soil samples will have to be taken to document that all contamination is removed and the receiving site is clean.
- III. A record of the quantity of material brought in (tons/yards)/number of loads delivered must be recorded.
- IV. Concrete must have been in a hardened state for at least sixty (60) days prior to placing in a fill area.
- V. Asphalt must be placed a minimum of three (3) feet above the groundwater table.

EXHIBIT C



**INERT FILL MATERIALS  
PROFILE FORM**

**Aggregate Industries  
Lyons Quarry-Permit No. M-1977-141  
Boulder County, CO**

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This Aggregate Industries site accepts inert fill materials including, but not limited to, earth, sand, gravel, rock, concrete, masonry, asphalt and other inert solids for backfill material. Aggregate Industries reserves the right to refuse any load upon suspicion that the material might be contaminated or if it contains more than an incidental amount of wood, vegetation or debris. All information on this form must be completed and the generator certification signed.

**CUSTOMER INFORMATION**

Company Name: Boulder County Parks and Open Space

Address: 5201 St. Vrain Road, Longmont CO 80503

Contact Name and Telephone: Ernst Strenge, 303-678-6269

**GENERATOR INFORMATION**

Company Name: Boulder County Parks and Open Space

Address: 5201 St. Vrain Road, Longmont CO 80503

Contact Name and Telephone: Ernst Strenge, 303-678-6269

**TRANSPORTER INFORMATION**

Company Name: RMC Consultants

Address: 12295 W. 48th Ave, Wheat Ridge, CO 80033

Contact Name and Telephone: Claude Murray, 303-980-4101

## **INERT FILL MATERIAL INFORMATION**

Name of Inert Fill Material Generation Site/Project: South St. Vrain Creek Restoration project at Hall Ranch.

Material Generation Site Address : Parcels 120124000004, 120124000005, 120124000006, 120319000006, 120319000016, 120319000026, 120319005001, located at S St Vrain Creek through Hall Meadows Open Space between the Andesite Bridge at Old St Vrain Road and 1/4 mile upstream of the Town of Lyons, in Sections 19 and 24, T3N, R70W and R71W.

Contact Name and Telephone: Ernst Streng, 303-678-6269

Material Description (concrete, soil, brick, block, rocks, asphaltic pavement, other)  
2013 flood deposited soil.

Type of business or activities at material generation site: Flood recovery project

Known, suspected or potential contamination: None

Estimated quantity (tons, yards): 45000 CY

Delivery dates (start to finish): Start: 7/10/2017 Finish: 10/10/2017

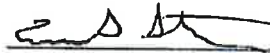
Shipping method (truck type/size): Type: John Deere 300 D, Size: 20 CY

**GENERATOR AFFIDAVIT, CERTIFICATION AND INDEMNIFICATION  
STATEMENT**

The undersigned Affiant certifies that the information contained in and attached to this profile is accurate and complete to the best of his/her knowledge, that fill materials to be delivered to this Aggregate Industries site are clean and inert and that there are no known materials that would significantly affect the inert nature of the fill materials, nor are there any acid forming materials or toxic producing materials in said fill materials. Furthermore, by signing this Statement, the undersigned shall, to the extent permitted by law, indemnify and hold harmless Aggregate Industries in the event it should be determined that any material provided to Aggregate Industries is contaminated with any regulated pollutant and/or poses environmental harm. The undersigned shall, to the extent permitted by law, assume all liability and costs associated with the removal, disposal and negative impacts of any contaminated material provided to Aggregate Industries.

Signed this 21 day of June, 2017.

Name and Company: Boulder County Parks and Open Space



Signature

Interim Resource Planning Manager  
Title

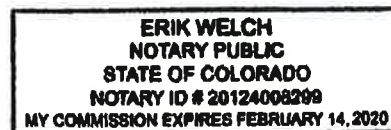
STATE OF COLORADO     )  
  ) ss.  
County of Boulder     )

Subscribed and sworn to this 21 day of JUNE, 2017 by  
ERNEST STANGE, as INTERIM RESOURCE <sup>Planning</sup> Manager, of Boulder  
County Parks & Open Space.

Witness my hand and official seal.

(SEAL)





Notary Public

My Commission expires: 2/14/2020





**Attachment K**  
**TRANSPORTATION DEPARTMENT**  
 2525 13<sup>th</sup> Street • Boulder CO 80304  
 PO Box 471 • Boulder CO 80306  
 Phone: 303-441-3900  
 Fax: 303-441-4594

**OFFICE USE**  
 Approved: ☐ YES ☐ NO  
 Effective Date:

### DESIGN EXCEPTION REQUEST FORM

OWNER AND PROPERTY INFORMATION	
Applicant/Owner Name:	Boulder County Parks and Open Space
Address: 5201 St Vrain Road	Phone: 303-682-6780
City: Longmont	Fax:
State: Colorado	Zip: 80503
Engineer Name: Prashant KC	Phone: 303-682-6780
Address: 5201 St Vrain Road	Fax:
City: Longmont	Zip: 80503
State: Colorado	
PROJECT INFORMATION	
Location of Project:	South St Vrain Creek through Hall Meadows
Section/Township/Range:	S25 T3N R71W
Description of Proposed Project:	Construction of temporary low water crossing to facilitate the disposal of unclassified excavated materials to Quarry site.
DESIGN EXCEPTION REQUEST	
<i>(requests shall address criteria in Article 2.8.5 of the Boulder County Multimodal Transportation Standards)</i>	
Description of Design Exception Request:	In order to facilitate travel along the Old St. Vrain Road from the main staging area for the Hall Ranch Restoration Project temporary low-water crossing (LWC) is proposed at the area the Old St Vrain Road was washed out during the 2013 flood event. The LWC will be constructed as indicated in the Plan to facilitate the transportation of approximately 45,000 CY alluvial materials (sand and gravel) to the Andesite Mine Pit from the Hall Ranch main staging area. The LWC will be constructed with material (sand and cobbles) harvested from the immediate area of the road wash-out. The LWC will require approximately 267 cubic yards (CY) of material be placed along the edge of the cliff (120' L x 15' W c 4' H). The channel thalweg will be temporarily moved approximately 25' west of the current location to make room for the LWC. Estimates volume of cut material generated from moving the creek 25' to the west will be approximately 1,141 CY. Excess cut material will be evenly spread out in the immediate area of the LWC. 2 CY sand bags will be placed along the edge of LWC for additional protection. Following the completion of the Hall Ranch Restoration activity, LWC will be removed and the site will be restored to its preconstruction condition.
Boulder County Standard:	Per Boulder County multimodal standard section 2.8.5 and section 5.10.4.1
AASHTO Standard:	HS 20-44 loading.
Rationale:	-Utilizing footprint of pre-flood road. -To protect existing habitat value and vegetation by not routing LWC through meadows. -Native material availability at proximity of proposed LWC location.
Description of Design Exception Request:	

**Design Exception Request Form**

Boulder County Standard:	
AASHTO Standard:	
Rationale:	

Description of Design Exception Request:	
Boulder County Standard:	
AASHTO Standard:	
Rationale:	

**CERTIFICATION INFORMATION**

Stamp and Signature of Engineer:	Date: 6/14/2017
	
Signature of County Engineer:	Date: 6/19/2017
	
Comments:	





## Quick Start Guide for Entities Interested in Being Eligible for Grants

### How to register your entity to be eligible for GRANTS in SAM:

Before you register, you need to know the following:

#### What is an Entity?

In SAM, your company/business/organization is now referred to as an "Entity."

- **REGISTERING IN SAM IS FREE.**
- If you were registered in CCR, your company's information is already in SAM. You just need to set up a SAM account. See the "Migrating Roles" Quick Start Guide.

#### Your Entity's DUNS Number

You need a DUNS to register your entity in SAM.

- If you do not have a DUNS number, you can request a DUNS number for free by visiting D&B at <http://fedgov.dnb.com/webform>
- It takes 1-2 business days to obtain a DUNS.

#### Your Entity's Taxpayer Identification Number (TIN)

You need your entity's Tax ID Number (TIN) and taxpayer name (as it appears on your last tax return). Foreign entities that do not pay employees within the U.S. do not need to provide a TIN.

- A TIN is an Employer Identification Number (EIN) assigned by the Internal Revenue Service (IRS).
- Sole proprietors may use their Social Security Number (SSN) assigned by the Social Security Administration (SSA) if they do not have a TIN, but please be advised it will not be treated as privacy act data in SAM.
- To obtain an EIN visit:  
[www.irs.gov/businesses/small/article/0,id=102767,00.html](http://www.irs.gov/businesses/small/article/0,id=102767,00.html)
- Activating a new EIN with the IRS takes 2-5 weeks.

#### Steps For Registering Your Entity in SAM

1. Go to [www.sam.gov](http://www.sam.gov)
2. Create a Personal Account and Login
3. Click "Register New Entity" under "Manage Entity" on your "My SAM" page
4. Select your type of Entity
5. Select "No" to "Do you wish to bid on contracts?"
6. Select "Yes" to "Do you want to be eligible for grants and other federal assistance?"
7. Complete "Core Data"
  - ✓ Validate your DUNS information
  - ✓ Enter Business Information (TIN, etc.)
  - ✓ Enter CAGE code if you have one. If not, one will be assigned to you after your registration is completed. Foreign registrants must enter NCAGE code.
  - ✓ Enter General Information (business types, organization structure, etc)
  - ✓ Financial Information (Electronic Funds Transfer (EFT) Information)
  - ✓ Executive Compensation
  - ✓ Proceedings Details
8. Complete "Points of Contact"
9. Your entity registration will become active after 3-5 days when the IRS validates your TIN information.

How do I get more information? Take a look at the SAM User Guide.



Go to Our Website: [www.sam.gov](http://www.sam.gov)



Contact the SAM Help Desk: [www.fsd.gov](http://www.fsd.gov)







[illegible]



GENERAL NOTES

1. IT IS ESTIMATED THAT 1 LUMP SUM OF CLEARING AND GRUBBING SHALL BE REQUIRED. TREES OF 4" DIAMETER OR SMALLER SHALL BE INCLUDED IN **ITEM 201-00000 CLEARING AND GRUBBING 1 LS**.

2. MATERIAL GENERATED FROM CLEARING AND GRUBBING WILL BE REMOVED BY THE CONTRACTOR AND DEPOSITED OFFSITE FROM THE PROJECT UNLESS OTHERWISE APPROVED BY THE PROJECT ENGINEER.

3. THE CONTRACTOR IS RESPONSIBLE FOR MAKING HIS OWN DETERMINATION AS TO THE TYPE AND LOCATION OF ABOVE GROUND AND UNDERGROUND UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERETO. THE CONTRACTORS ATTENTION IS DIRECTED TO PARAGRAPH 105.11 OF THE STANDARD SPECIFICATIONS CONCERNING UTILITIES.

4. THE CONTRACTOR SHALL HAVE THE RESPONSIBILITY OF PROTECTING LIVE UTILITIES DURING HIS CONSTRUCTION OPERATIONS AND SHALL HOLD BOULDER COUNTY HARMLESS FOR ANY AND ALL DAMAGE TO LIVE UTILITIES ARISING FROM HIS CONSTRUCTION OPERATIONS. IT IS ESTIMATED THAT **ITEM 203-01597 POTHOLING 8 HOURS** MAY BE REQUIRED ON THIS PROJECT AS DIRECTED BY THE PROJECT ENGINEER.

5. THE CONTRACTOR SHALL NOTIFY ALL AFFECTED UTILITIES AT LEAST TWO (2) BUSINESS DAYS, NOT INCLUDING THE ACTUAL DAY OF NOTICE, PRIOR TO COMMENCING POTHOLING OPERATIONS. THE CONTRACTOR SHALL CONTACT THE UTILITY NOTIFICATIONS CENTER OF COLORADO (UNCC) AT 811 OR 1-800-922-1987, TO HAVE LOCATIONS OF UNCC REGISTERED LINES MARKED BY MEMBER COMPANIES. ALL OTHER UNDERGROUND FACILITIES SHALL BE LOCATED BY CONTACTING THE RESPECTIVE OWNER. UTILITY SERVICE LATERALS SHALL ALSO BE LOCATED PRIOR TO BEGINNING EXCAVATION OR GRADING. UNCC LOCATE TICKETS SHALL BE SUBMITTED TO THE PROJECT ENGINEER.

6. THE CONTRACTOR SHALL MAINTAIN DRAINAGE DURING CONSTRUCTION. MAINTAINING DRAINAGE SHALL BE PAID FOR BY **ITEM 208-00400 WATER CONTROL 1 LS**.

7. THE CONTRACTOR SHALL PROTECT ALL EXISTING SURVEY MONUMENTS DESIGNATED TO REMAIN IN PLACE FROM DAMAGE DURING CONSTRUCTION OPERATIONS. ANY MONUMENTS DISTURBED BY THE CONTRACTOR SHALL BE RESET AT THE CONTRACTOR'S OWN EXPENSE. THE CONTRACTOR AND THE PROJECT ENGINEER SHALL NOTE THESE MONUMENTS IN THE FIELD PRIOR TO CONSTRUCTION.

8. THE CONTRACTOR SHALL WORK WITHIN THE EXISTING APPARENT RIGHT-OF-WAY LIMITS AND LIMITS OF DISTURBANCE AREAS AS DIRECTED BY THE PROJECT ENGINEER.

9. DUE TO THE SENSITIVE NATURE OF THE WETLANDS ADJACENT TO THE PROJECT, MINIMAL IMPACT TO THE ECOSYSTEM IS ESSENTIAL. DISTURBANCE AND REMOVAL OF VEGETATION OUTSIDE OF THE CONSTRUCTION LIMITS NOT APPROVED BY THE PROJECT ENGINEER SHALL BE RECLAIMED AND PERMITTED TO THE SATISFACTION OF THE PROJECT ENGINEER, AND REGULATORY AGENCIES BY THE CONTRACTOR AT NO COST TO THE PROJECT.

10. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT THE WORK AND THE SURROUNDING AREA FROM DAMAGE CAUSED BY ALL WATER FLOWS THAT ENTER THE CONSTRUCTION AREA UNTIL THE PROJECT IS ACCEPTED. THIS WILL NOT BE PAID FOR SEPARATELY, BUT SHALL BE INCLUDED IN THE COST OF THE WORK.

11. STRATIONS, ELEVATIONS, AND DIMENSIONS CONTAINED IN THESE PLANS ARE CALCULATED FROM A RECENT FIELD SURVEY. THE CONTRACTOR SHALL VERIFY ALL DEPENDENT DIMENSIONS IN THE FIELD BEFORE ORDERING OR FABRICATING ANY MATERIAL.

12. THE CONTRACTOR SHALL ONLY PARK AND STAGE EQUIPMENT IN AREAS APPROVED BY THE ENGINEER. THE CONTRACTOR SHALL COORDINATE WITH THE ENGINEER TO SELECT PARKING AREAS THAT MINIMIZE ROADWAY TRAVEL. AVOID ENVIRONMENTALLY SENSITIVE AREAS AND ACCOMMODATE CLEAR ZONE REQUIREMENTS.

13. BIODEGRADABLE HYDRAULIC FLUIDS MUST BE USED IN ALL EQUIPMENT AND MACHINERY IN ACCORDANCE WITH THE BOULDER COUNTY 2016 STORM DRAINAGE CRITERIA MANUAL.

14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RECOMPACTING, REGRADING, AND RESEEDING ANY DISTURBED AREAS WITH A NATIVE OR WETLAND SEED MIX.

15. IT IS ESTIMATED THAT **203-01500 BLADING 10 HOUR, 203-01582 TRUCK (DUMP) 30 HOUR, 203-01594 COMBINATION LOADER 30 HOUR AND 203-02330 LABORER 24 HOUR** MAY BE REQUIRED FOR MISCELLANEOUS EROSION CONTROL WORK AS DIRECTED BY THE ENGINEER.

16. IT IS ESTIMATED THAT A **620-00020 SANITARY FACILITY 1 EACH**, WILL BE REQUIRED FOR THIS PROJECT.

17. IT IS ESTIMATED THAT A **625-00000 CONSTRUCTION SURVEYING 1 LS**, WILL BE REQUIRED FOR THIS PROJECT.

18. IT IS ESTIMATED THAT A **626-00000 MOBILIZATION 1 LS**, WILL BE REQUIRED FOR THIS PROJECT.

19. WATER REQUIRED FOR CONSTRUCTION ACTIVITIES SHALL BE SOURCED FROM OUTSIDE OF THE PROJECT AREA. WATER SHALL NOT BE USED FROM THE SOUTH ST. VRAIN CREEK.

ENVIRONMENTAL NOTES

1. A PRECONSTRUCTION MEETING SHALL BE HELD ON-SITE WITH BOULDER COUNTY AND THE SELECTED CONTRATOR TO IDENTIFY THE PROJECT LIMITS, EQUIPMENT AND MATERIALS STORAGE AREAS, SEDIMENT AND EROSION CONTROLS, AND EQUIPMENT MAINTENANCE AREAS PRIOR TO THE COMMENCEMENT OF WORK. REQUIRED CONTRACTOR SUBMITTALS SPECIFIED IN 107.25 (b) (5) WATER QUALITY CONTROL AND 208 (b) EROSION CONTROL SHALL BE AVAILABLE FOR THIS PRECONSTRUCTION MEETING. THE MEETING SHALL BE INCLUDED IN THE COST OF THE WORK.

2. TO PROTECT KNOWN ENVIRONMENTAL RESOURCES IN BOULDER COUNTY ROW (WETLAND, THREATENED AND ENDANGERED SPECIES), TEMPORARY USE AREAS FOR EQUIPMENT STAGING, SETUP, REPAIR, OR OVERNIGHT PARKING AREAS SHALL BE PRE-APPROVED BY THE PROJECT ENGINEER. FOLLOWING COORDINATION WITH THE REGIONAL ENVIRONMENTAL STAFF. COORDINATION FOR TEMPORARY USE AREAS WILL NOT BE MEASURED AND PAID FOR SEPARATELY, BUT SHALL BE INCLUDED IN THE COST OF THE WORK. THE CONTRACTOR SHALL SUBMIT A PLAN FOR PRE-APPROVAL OF EQUIPMENT SETUP AND STAGING AREAS.

WILDLIFE NOTES

1. IN ORDER TO FACILITATE COMPLIANCE WITH THE BALD AND GOLDEN EAGLE PROTECTION ACT, THE MIGRATORY BIRD TREATY ACT, AND THE CPW RECOMMENDED BUFFER ZONES AND SEASONAL RESTRICTIONS FOR COLORADO RAPTORS, THE DESIGNATED BIOLOGIST BY BOULDER COUNTY PARKS AND OPEN SPACE (CONTRACTOR, EMPLOYEE, OR VOLUNTEER) SHALL CONDUCT RAPTOR SURVEYS PRIOR TO THE START OF CONSTRUCTION. SURVEYS WILL BE CONDUCTED FROM JANUARY 1 TO JULY 15 AND SHALL BE PERFORMED NO MORE THAN 7 DAYS PRIOR TO CONSTRUCTION PER THE PROJECT SPECIAL PROVISION SECTION 240 PROTECTION OF MIGRATORY BIRDS BIOLOGICAL WORK BY CONTRACTOR'S BIOLOGIST. IF AN ACTIVE RAPTOR NEST IS OBSERVED BY THE CONTRACTOR'S BIOLOGIST WITHIN 0.5 MILE OF THE PROJECT AREA, THE PROJECT ENGINEER WILL BE NOTIFIED TO COMMUNICATE FINDINGS TO BOULDER COUNTY PARKS AND OPEN SPACE BIOLOGIST WHO WILL COORDINATE WITH THE CPW AND SUBSEQUENTLY PROVIDE GUIDANCE TO THE PROJECT ENGINEER AS TO WHETHER ACTIVITIES NEED TO BE MODIFIED OR LIMITED IN CERTAIN AREAS OF THE PROJECT IN ORDER TO COMPLY WITH THE CPW RECOMMENDED BUFFER ZONES AND SEASONAL RESTRICTIONS FOR COLORADO RAPTORS GUIDANCE. ANY COSTS OR DELAYS ASSOCIATED WITH WORK BUFFER RESTRICTIONS WILL BE INCLUDED IN THE COST OF WORK.

WETLAND NOTES

1. BOULDER COUNTY WETLANDS SPECIALIST SHALL BE CONTACTED AT LEAST 7 DAYS PRIOR TO CONSTRUCTION AT CULVERT TO FLAG WETLAND BOUNDARIES.

2. THE CONTRACTOR SHALL INSTALL PLASTIC FENCE/EROSION LOG ALONG THE LDA LINE OR AS SHOWN IN THE EROSION CONTROL SHEET SITE MAP TO PROTECT WETLAND VEGETATION AND PREVENT EQUIPMENT ACCESS BEYOND THE FENCED ZONE. TEMPORARY FENCE BECOMES PROPERTY OF THE CONTRACTOR UPON COMPLETION OF WORK.

3. BEST MANAGEMENT PRACTICES (BMP) WILL BE IMPLEMENTED BEFORE, DURING, AND FOLLOWING CONSTRUCTION TO MANAGE SEDIMENT. STRUCTURAL AND/OR NON-STRUCTURAL EROSION AND SEDIMENT CONTROL DEVICES WILL BE USED TO PREVENT THE MOVEMENT OF SEDIMENT FROM EXPOSED AREAS INTO SURROUNDING DRAINAGES AND WETLAND AREAS TO PROTECT AQUATIC RESOURCES WITHIN AND ADJACENT TO THE PROJECT AREA. ALL DISTURBED AREAS SHALL BE RESTORED CONSISTENT WITH PLANS AND SPECIFICATIONS.

4. BEST MANAGEMENT PRACTICES SHALL BE USED DURING CONSTRUCTION TO LIMIT DISCHARGES OF SEDIMENTS AND POLLUTANTS INTO WETLANDS AND OPEN WATER AREAS IDENTIFIED ON THE PLANS. ANY INCIDENTAL FILL MATERIALS THAT ARE DISCHARGED TO THESE AREAS SHALL BE REMOVED IMMEDIATELY. RECLAMATION AND RESEEDING OF UPLAND AREAS WITH THE SPECIFIED NATIVE SEED MIX AND EROSION CONTROL DEVICES SHALL BE IMPLEMENTED AS SOON AS PRACTICAL FOLLOWING THE DISTURBANCE.

5. RESTORATION OF THE PROJECT AREA WILL INCLUDE REMOVAL OF ALL DEBRIS, LITTER, EXCAVATION SPOILS, CONCRETE, AND WASTE MATERIALS FROM PROJECT LOCATIONS OR OFFSITE DISPOSAL.

6. EXCAVATED MATERIAL FROM CULVERT INSTALLATION OR PAVING SHALL NOT BE STOCKPILED, PLACED, OR DISCHARGED INTO WETLANDS. INCIDENTAL DISCHARGES SHALL BE REMOVED USING APPROPRIATE SIZED EQUIPMENT TO MINIMIZE DAMAGE TO EXISTING WETLANDS AT THE CONTRACTOR'S EXPENSE.

7. SEDIMENT CLEANED OR REMOVED FROM THE CULVERTS AND CHANNEL SHALL NOT BE DEPOSITED WITHIN WETLAND AREAS BUT SHALL BE REMOVED TO THE LOCATION IDENTIFIED IN THE PLANS OR OTHERWISE APPROVED BY THE COUNTY DESIGNATED REPRESENTATIVE.

8. WATER QUALITY SHALL BE PROTECTED FROM SOIL EROSION AND SEDIMENTATION WITHIN AND DOWNSTREAM OF PROJECT AREA BY RETAINING A VEGETATION BUFFER STRIP BETWEEN WATER BODIES AND DISTURBED AREAS WHEN FEASIBLE.

9. THE CONTRACTOR SHALL NOT DISTURB ANY WETLANDS NOT DESIGNATED FOR TEMPORARY OR PERMANENT IMPACT ON THE PLANS. ANY GROUND OR VEGETATIVE DISTURBANCE TO WETLANDS NOT DESIGNATED FOR IMPACT SHALL BE RESTORED TO PRE-DISTURBANCE CONDITIONS TO THE SATISFACTION OF THE COUNTY DESIGNATED REPRESENTATIVE. FOLLOWING COORDINATION WITH REGIONAL ENVIRONMENTAL STAFF AT NO EXPENSE TO THE PROJECT. WETLAND DISTURBANCE SHALL BE LIMITED AS MUCH AS POSSIBLE. CONTRACTOR SHALL SUBMIT WETLAND DISTURBANCE PLAN TO THE PROJECT ENGINEER PRIOR TO CONSTRUCTION IF ADDITIONAL AREAS ARE REQUIRED BEYOND THAT SHOWN IN THE PLANS.

10. THE CONTRACTOR SHALL PERFORM CULVERT INSTALLATION AND PAVING FROM THE ROADWAY EMBANKMENT OR ADJACENT UPLAND AREAS TO THE EXTENT POSSIBLE TO MINIMIZE WETLAND IMPACTS AND GROUND DISTURBANCES. WHERE EQUIPMENT, GROUND OR VEGETATION DISTURBING ACTIVITIES ARE REQUIRED WITHIN WETLANDS, THE CONTRACTOR SHALL UTILIZE TIMBER MATS OR TEMPORARY FILLS AS SPECIFIED IN PROJECT SPECIAL PROVISION 420 - GEOTEXTILE MATS IN WETLAND AREAS UNLESS PRIOR APPROVAL IS PROVIDED BY THE PROJECT ENGINEER FOLLOWING CONSULTATION WITH REGIONAL ENVIRONMENTAL STAFF. COSTS FOR MATS OR TEMPORARY FILLS SHALL NOT BE COMPENSATED FOR SEPARATELY BUT SHALL BE INCLUDED IN THE COST OF THE PROJECT.

11. WHERE TRANSPLANTING IS NOT POSSIBLE, AS APPROVED BY THE PROJECT ENGINEER FOLLOWING COORDINATION WITH REGIONAL ENVIRONMENTAL STAFF, WETLANDS SHALL BE RESTORED BY REPLACING TOPSOIL, SEEDING WITH A WETLAND SEED MIX, AND WEED FREE MULCHING. COSTS FOR WETLAND MAT REMOVAL, STOCKPILING AND REINSTALLATION OF TOPSOIL SHALL NOT BE COMPENSATED FOR SEPARATELY BUT SHALL BE INCLUDED IN THE WORK. SEEDING (WETLANDS), BRUSH LAYER CUTTINGS, AND MULCHING (WEED FREE STRAW) WILL BE PAID FOR BY THE APPROPRIATE BID ITEMS.

12. FUELING OR LUBRICATING OF CONSTRUCTION EQUIPMENT OR OTHER MOTOR VEHICLES SHALL OCCUR ONLY AT THE LOCATION DESIGNATED ON THE PLANS OR OTHERWISE APPROVED BY THE COUNTY DESIGNATED REPRESENTATIVE.

13. ALL EQUIPMENT ON SITE FOR PROJECT CONSTRUCTION SHALL BE CLEAN PRIOR TO DELIVERY AT PROJECT LOCATION TO PREVENT THE SPREAD OF INVASIVE SPECIES AND NOXIOUS WEEDS. ALL MUD AND DEBRIS SHALL BE REMOVED FROM EQUIPMENT AND GEAR. A 1:15 SOLUTION OF SPARQUAT INSTITUTIONAL CLEANER AND WATER SHALL BE APPLIED TO EQUIPMENT OR EQUIPMENT SHALL BE RINSED WITH 140°F WATER FOR 10 MINUTES.

14. TRIMMING, GEOTEXTILE, EARTHWORK, AND WEED-FREE STRAW REQUIRED FOR PROTECTING THE EXISTING WETLAND VEGETATION WILL NOT BE MEASURED AND PAID FOR SEPARATELY BUT SHALL BE INCLUDED IN THE WORK PER THE REVISION OF SECTION 420.

15. WORK WITHIN WILLOW AREAS MUST BE PRE-APPROVED BY THE COUNTY DESIGNATED REPRESENTATIVE AND SHALL REQUIRE THE CONTRACTOR TO TRIM SHRUBS TO GROUND LEVEL PRIOR TO PLACING MATS OR TEMPORARY FILLS.

16. WILLOW ROOT MASSES THAT REQUIRE REMOVAL FOR CULVERT REPAIRS SHALL BE SALVAGED AND REPLANTED ON LOCATION AS DIRECTED IN ACCORDANCE WITH THE REVISION OF SECTION **215 TRANSPLANT SHRUB**.

17. STOCKPILED EQUIPMENT AND MATERIALS SHALL NOT BE PLACED WITHIN WETLAND AREAS UNLESS PLACED ON MATS OR TEMPORARY FILLS PER THE REVISION OF SECTION 420.

18. DISTURBED AREAS SHALL BE RESTORED TO PRECONSTRUCTION CONDITIONS BY REMOVAL OF TEMPORARY FILLS AND MATS, ROUGHENING THE AREA WITH LOADER BUCKET TEETH, WETLAND SEEDING, MULCHING AND PLANTING OF BRUSH LAYER CUTTINGS AND SHRUB ROOT PAOTS.

WATER QUALITY NOTES

24. THE CONTRACTOR SHALL CONTAIN ALL CONCRETE MATERIALS AND WASTEWATER. A **CONCRETE WASHOUT STRUCTURE 208-00045 - 1 EACH** IS

REQUIRED AT AN UPLAND LOCATION. THE CONTRACTOR SHALL SUBMIT A PLAN TO CONTAIN AND DISPOSE OF CONCRETE WASTES WITH A CONTINGENCY PLAN FOR ADDRESSING ACCIDENTAL RELEASES PER STANDARD SPECIFICATION 107.25 (b)(5). CONCRETE WASHOUT STRUCTURE SHALL BE A ECO-PAN.

25. CLEAN WATER DIVERSIONS OR CONVEYANCES WILL BE CONSTRUCTED AROUND THE WORK AREA TO REDUCE SEDIMENT DISCHARGES DURING CONSTRUCTION. A GROUNDWATER DEWATERING DISCHARGE PERMIT FROM THE COLORADO DEPARTMENT OF HEALTH AND ENVIRONMENT WILL BE OBTAINED BY THE CONTRACTOR WHERE DEWATERING IS REQUIRED. SAND BAGS OR CLEAN MATERIALS SHALL BE USED FOR TEMPORARY DIVERSIONS OR CONVEYANCES. THE CONTRACTOR SHALL PROVIDE A METHODS STATEMENT DETAILING THE PROPOSED WORK.

26. SEDIMENT AND EROSION CONTROLS WILL BE INSTALLED BEFORE AND DURING CONSTRUCTION TO PROTECT EXISTING WETLANDS AND WATER QUALITY. RECLAMATION AND RESEEDING OF UPLAND AREAS WITH A NATIVE SEED MIX AND EROSION CONTROL DEVICES SHALL BE IMPLEMENTED AS SOON AS PRACTICAL FOLLOWING THE COMPLETION OF EACH CULVERT OR AS DIRECTED BY THE PROJECT ENGINEER.

27. PUMPING OPERATIONS FOR DEWATERING DURING CONSTRUCTION REQUIRES A CONSTRUCTION DEWATERING PERMIT FROM THE CDPHE. THE CONTRACTOR SHALL PROVIDE A COPY OF THE PERMIT PRIOR TO DEWATERING OPERATIONS. APPLICABLE CONDITIONS OF THE PERMIT INCLUDING MONITORING AND REPORTING SHALL BE INCLUDED IN THE COST OF THE WORK.




REV	DATE	DESCRIPTION	ENGR / CADD	CLIENT	PROVIDED BY	ISSUED FOR	PROJECT	ISSUED DATE
1	10/17	MODIFIED NOTES	CF	BOULDER COUNTY	amc foster wheeler	DRAFT	HALL RANCH 2 ACCESS ROAD REPAIR AND HAZARD MITIGATION	10/20/2017
						TITLE		PROJECT No.
						DRN BY TB		32790038
						DSN BY SJ		
						CHK BY JL		DRAWING No.
						APR BY SJ		3
								REV
								1

CONSERVATION MEASURES FOR PREBLE'S, UTE'S LADIES' TRESSES AND COLORADO BUTTERFLY PLANT

THE PROJECT HAS BEEN DESIGNED WITH CONSERVATION MEASURES INTENDED TO MINIMIZE IMPACTS TO RIPARIAN AND ADJACENT UPLAND HABITATS KNOWN TO BE UTILIZED BY FEDERALLY PROTECTED WILDLIFE SPECIES INCLUDING PREBLE'S MEADOW JUMPING MOUSE AND UTE LADIES' TRESSES ORCHIDS AND THE COLORADO BUTTERFLY PLANT. THE CONTRACTOR SHALL ADHERE TO THE CONSERVATION MEASURES DETAILED IN THE CONSTRUCTION SPECIFICATIONS UNDER THE "PROTECTED PLANTS AND WILDLIFE CONSERVATION MEASURES" SECTION. THE CONTRACTOR SHALL MINIMIZE THE PROJECT DISTURBANCE FOOTPRINT AND DISTURBANCE TO RIPARIAN AND UPLAND VEGETATION.




REV	DATE	DESCRIPTION	CLIENT	PROVIDED BY	ISSUED FOR	PROJECT	ISSUED DATE
1	10/17	MODIFIED NOTES	BOULDER COUNTY		DRAFT	HALL RANCH 2 ACCESS ROAD REPAIR AND HAZARD MITIGATION	10/20/2017
			<div>DISCLAIMER AMEC FOSTER WHEELER PRODUCED THE INFORMATION PRESENTED ON THIS DRAWING THROUGH THE USE OF TECHNICAL INFORMATION AND PRACTICAL EXPERIENCE SPECIFIC TO ITS EFFORTS. RECEIVING THIS DRAWING DOES NOT GUARANTEE ANY RESULTS OR TECHNICAL INFORMATION. THE USER SHALL BE RESPONSIBLE FOR THE PROPER ADAPTATION OF THE DATA OR CONTENTS OF THIS DRAWING SHALL BE AT USER'S SOLE RISK AND WITHOUT ANY LIABILITY OR LEGAL RESPONSIBILITY TO AMEC FOSTER WHEELER.</div>	DRN BY	TB	TITLE	PROJECT No.
				DSN BY	SJ		32790038
				CHK BY	JL		DRAWING No.
				APR BY	SJ		REV
							41

GENERAL NOTES (SHEET 2 OF 2)

INDEX		CONTRACT ITEM NO.	CONTRACT ITEM	UNIT	ROADWAY		CHANNEL		LOW WATER CROSSING						PROJECT TOTALS	
					PLAN	AS CONST	PLAN	AS CONST	PLAN	AS CONST					PLAN	AS CONST
		201-00000	Cleaning and Grubbing	L S	1										1	
		202-00010	Removal of Tree	EACH											2	
		202-04002	Clean Culvert	EACH	1										1	
		203-00010	Unclassified Excavation (Complete In Place)	CY	1005		3,347		312						4,664	
		203-01500	Blading	HOUR	10										10	
		203-01582	Truck (Dump)	HOUR	30										30	
		203-01594	Combination Loader	HOUR	30										30	
		203-01597	Potholing	HOUR	8										8	
		203-02330	Laborer	HOUR	24										24	
		206-00000	Structure Excavation	CY					67						67	
		206-00100	Structure Backfill (Class 1)	CY			94		51						51	
		207-00205	Topsoil	CY	19				46						159	
		207-00210	Stockpile Topsoil	CY	19		94		46						159	
		207-00305	Wetland Topsoil	CY	13		17		14						44	
		207-00310	Stockpile Wetland Topsoil	CY	13		17		14						44	
		208-00002	Erosion Log (12 Inch)	LF	568										568	
		208-00020	Silt Fence	LF	0										0	
		208-00041	Rock Check Dam	EACH					3						3	
		208-00045	Concrete Washout Structure	EACH	1										1	
		208-00400	Water Control	L S			1								1	
		208-00206	Erosion Control Supervisor	DAY	5										5	
		212-00006	Seeding (Native)	ACRE	0.12		0.23								0.35	
		212-00028	Seeding (Wetlands)	ACRE			0.01		0.09						0.10	
		212-00032	Soil Conditioning	ACRE	0.12		0.24		0.09						0.45	
		213-00002	Mulching (Weed Free Hay)	ACRE	0.12		0.24		0.09						0.45	
		213-00061	Mulch Tackifier	LB	12		24		9						45	
		214-01015	Willow Cuttings	EACH			400								400	
		304-06000	Aggregate Base Course (Class 6)	TON	1821										1,821	
		240-00000	Wildlife Biologist	HOUR	24										24	
		420-00102	Geotextile (Erosion Control) (Class 1)	SY			1204		125						1,329	
		506-00013	Riprap (Special)	TON			450								450	
		506-00209	Riprap (9 Inch)	CY			180		32						212	
		506-00218	Riprap (18 Inch)	CY					90						90	
		506-00409	Soil Riprap (9 Inch)	CY	282										282	
		507-00200	Dry Rubble Slope and Ditch Paving	CY			60								60	
		601-01000	Concrete Class B	CY											10	
		603-02305	38x24 Inch Reinforced Concrete Pipe Elliptical (Complete In Place)	LF					10						78	
		603-05130	38x24 Inch Reinforced Concrete End Section Elliptical	EACH					67						4	
		607-11525	Fence (Plastic)	LF	843		200		4						1,333	
		620-00020	Sanitary Facility	EACH	1				290						1	
		625-00000	Construction Surveying	L S	1										1	
		626-00000	Mobilization	L S	1										1	



REV	DATE	DESCRIPTION	CLIENT	PROVIDED BY	ISSUED FOR	PROJECT	ISSUED DATE
1	10/17	MODIFIED QUANTITIES	BOULDER COUNTY	 amec foster wheeler	DRAFT	HALL RANCH 2 ACCESS ROAD REPAIR AND HAZARD MITIGATION	10/20/2017
	</						



## SUMMARY OF EARTHWORK QUANTITIES

UNCLASSIFIED EXCAVATION (COMPLETE IN PLACE) (NET)		CUBIC YARDS
FOR ROADWAY		1,005
FOR CHANNEL		3,347
LOW WATER CROSSING DITCH EXCAVATION		312
TOTAL		4,664
FOR INFORMATION ONLY EARTHWORK QUANTITIES BALANCE		
Use the following when the Quantity of Embankment Times Factor is more than Unclassified Excavation, thereby requiring borrow.		
EMBANKMENT MATERIAL (COMPLETE IN PLACE) (NET)		CUBIC YARDS
FOR ROADWAY:	REGULAR EMBANKMENT	2,287
FOR CHANNEL		424
TOTAL		2,711
COMPACTION		CUBIC YARDS
TOTAL EMBANKMENT (NET)		2,711
TOTAL		2,711
EARTHWORK QUANTITIES BALANCE		
UNCLASSIFIED EXCAVATION		CUBIC YARDS
TOTAL		4,664
EMBANKMENT (NET)		
TOTAL		2,711
EMBANKMENT (NET) TIMES COMPACTION FACTOR		1.10
TOTAL		2,982
EXCAVATION SUMMARY		
EXCAVATION TO BE USED AS EMBANKMENT MATERIAL		2,982
EXCESS EXCAVATION TO BE PROPERTY OF THE CONTRACTOR		1,682
TOTAL		4,664

## TABULATION OF SURFACING

LOCATION	STATION TO STATION	SIDE	AGGREGATE BASE COURSE (CLASS 6)		REMARKS
			304-06300	601-01000	
		L/R/T	TON 6" DEPTH	CY 6" DEPTH	
Roadway	1+25 TO 16+17.24	L/R/T	1,149		
Roadway	16+17.24 TO 16+47.24	L/R/T	22	10	
Roadway	16+47.24 TO 22+75	L/R/T	484		
SUB-TOTAL					
IRREGULARITIES (10%)			1,655	10	
			166	0	
TOTALS			1,821	10	

## TABULATION OF RIPRAP

LOCATION	STATION TO STATION	SIDE	420-00102		506-00013	506-00209	506-00216	506-00409	507-00200	REMARKS
			GEOTEXTILE (EROSION CONTROL) (CLASS 1)		RIPRAP (SPECIAL)	RIPRAP (9 INCH)	RIPRAP (18 INCH)	SOIL RIPRAP (9 INCH)	DRY RUBBLE SLOPE AND DITCH PAVING	
			SY	TON	CY	CY	CY	CY	CY	
CHANNEL	123+85 TO 128+00	LT	736		180		282			
CHANNEL	123+85 TO 127+42	LT	289	450					60	
CHANNEL	123+85 TO 127+16	RT	179							
ROADWAY	16+17.24 TO 16+47.24	RT/LT					90			
ROADWAY	16+17.24 TO 16+47.24	LT				32				
LOW WATER CROSSING	2+35 TO 2+47	RT/LT	125							
PROJECT TOTALS			1,329	450	212	90	282	60		


## TABULATION OF EROSION CONTROL

LOCATION	STATION TO STATION		SIDE	TOPSOIL	STOCKPILE TOPSOIL	WETLAND TOPSOIL	STOCKPILE WETLAND TOPSOIL	EROSION LOG (12 INCH)	ROCK CHECK DAM	SEEDING (NATIVE)	SEEDING (WETLANDS)	SOIL CONDITIONING	MULCHING (WEED FREE HAY)	MULCH TACKIFIER	214.01015	REMARKS
				CY	CY	CY	CY	LF	EACH	ACRE	ACRE	ACRE	ACRE	LB	EACH	
CHANNEL	125+85	TO 127+24	LT													
CHANNEL	126+30	TO 126+82	LT								0.01	0.01	0.01	1		
CHANNEL	127+41	TO 128+50	LT													
CHANNEL	123+05	TO 124+11	LT			17	17			0.02		0.02	0.02	2		
CHANNEL	123+00	TO 127+25	RT	94												
CHANNEL	123+11	TO 126+78	RT							0.21		0.21	0.21	21	150	
ROADWAY	1+25	TO 22+75	LT					543								
ROADWAY	1+25	TO 22+75	RT/LT	19												
ROADWAY	17+90		RT/LT					25								
ROADWAY	19+08	TO 22+09	LT							0.12		0.12	0.12	12		
ROADWAY	3+51	TO 4+55	RT/LT			13	13									
LOWWATER CROSSING	0+9.50	TO 0+61	RT/LT	12							0.02	0.02	0.02	2	250	
LOWWATER CROSSING	0+83	TO 2+35.5	RT/LT	34							0.07	0.07	0.07	7		
LOWWATER CROSSING	1+02		RT/LT						1							
LOWWATER CROSSING	1+52		RT/LT						1							
LOWWATER CROSSING	2+25		RT/LT						1							
LOWWATER CROSSING	1+05	TO 1+85	RT/LT			14	14									
PROJECT TOTALS																
				169	169	44	44	568	3	0.35	0.10	0.45	0.45	45	400	

## TABULATION OF FENCING

LOCATION	STATION TO STATION	SIDE	607-11525		REMARKS
			RT/LT	FENCE (PLASTIC)	
				LF	
CHANNEL	123+00 TO 129+50	RT		450	
CHANNEL	123+20 TO 123+80	LT		110	
CHANNEL	125+80 TO 127+30	LT		170	
CHANNEL	127+44 TO 128+50	LT		113	
ROADWAY	16+50 TO 18+40	RT		200	
LOW WATER CROSSING	0+90 TO 2+30	LT		150	
LOW WATER CROSSING	0+90 TO 2+50	RT		140	
PROJECT TOTALS					1,333



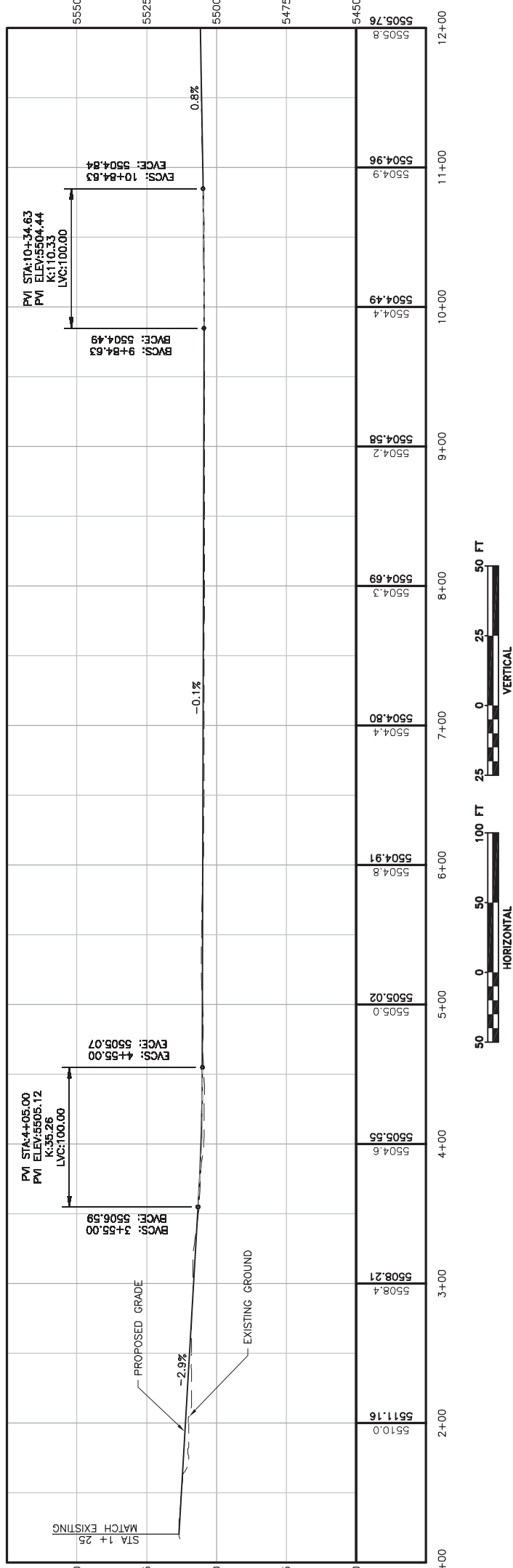
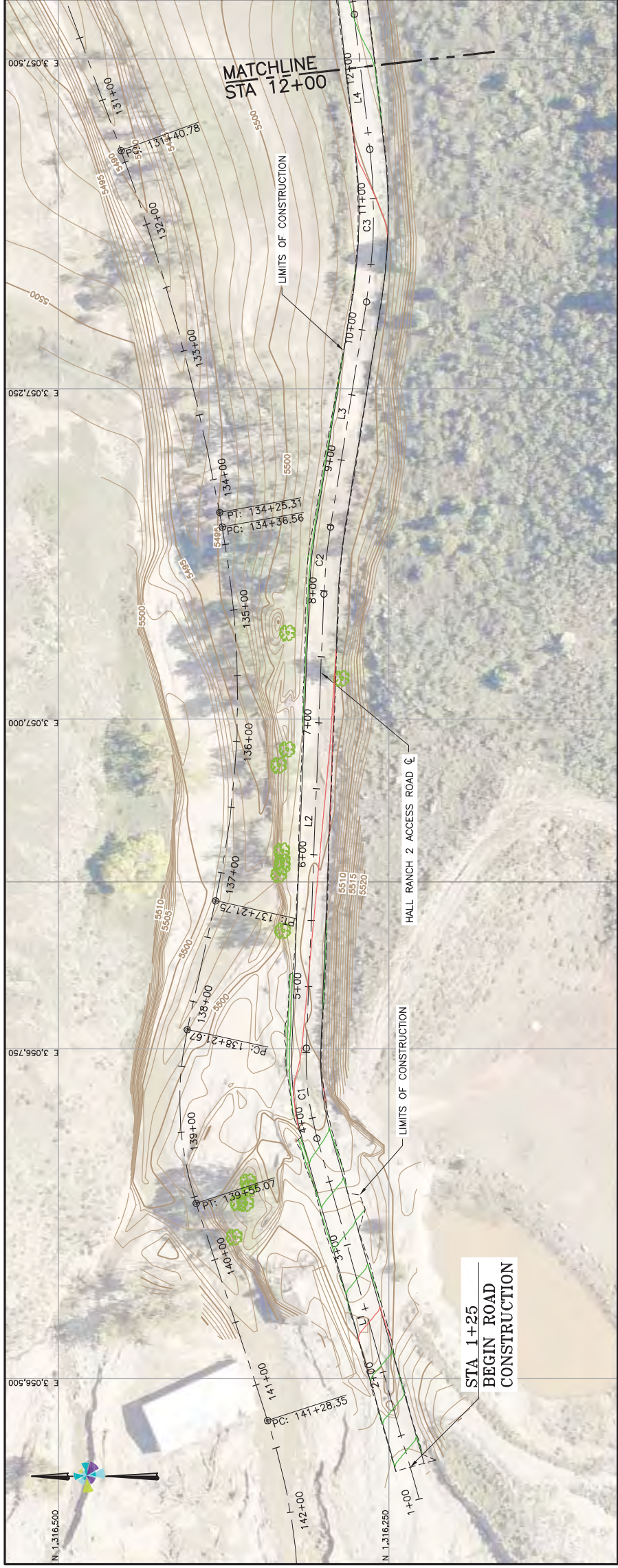
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1	10/17	ADDED PLASTIC FENCING	CF	DP	Boulder County	 amec foster wheeler	DRAFT	HALL RANCH 2 ACCESS ROAD REPAIR AND HAZARD MITIGATION	10/20/2017	32790038	REV
							DRN BY	TB			DRAWING No.
					DISCLAIMER		DSN BY	SJ			6
					AMEC FOSTER WHEELER PRODUCED THE INFORMATION PRESENTED ON THIS DRAWING THROUGH THE USE OF TECHNICAL INFORMATION AND PRACTICAL EXPERIENCE SPECIFIC TO ITS EFFORTS. RECEIVING THIS DRAWING DOES NOT GUARANTEE ANY RIGHTS TO SUCH TECHNICAL INFORMATION AND PRACTICAL EXPERIENCE. ANY ALTERATION OR ADAPTATION OF THE DATA OR CONTENTS OF THIS DRAWING SHALL BE AT USER'S SOLE RISK AND WITHOUT ANY LIABILITY OR LEGAL RESPONSIBILITY TO AMEC FOSTER WHEELER.		CHK BY	JL			1
							APR BY	SJ			





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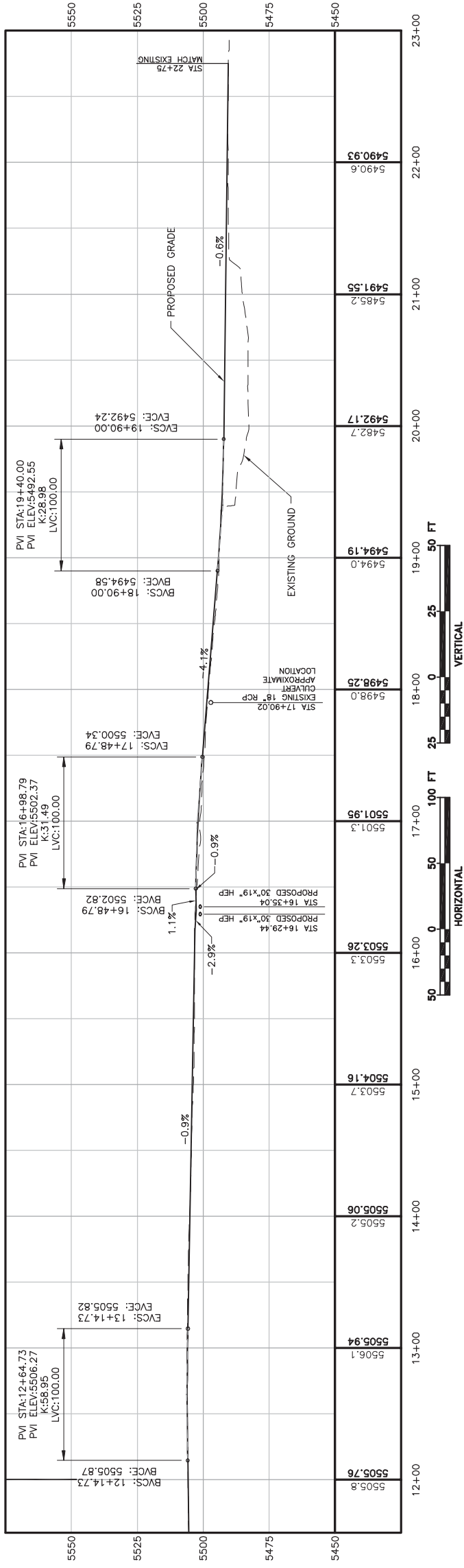
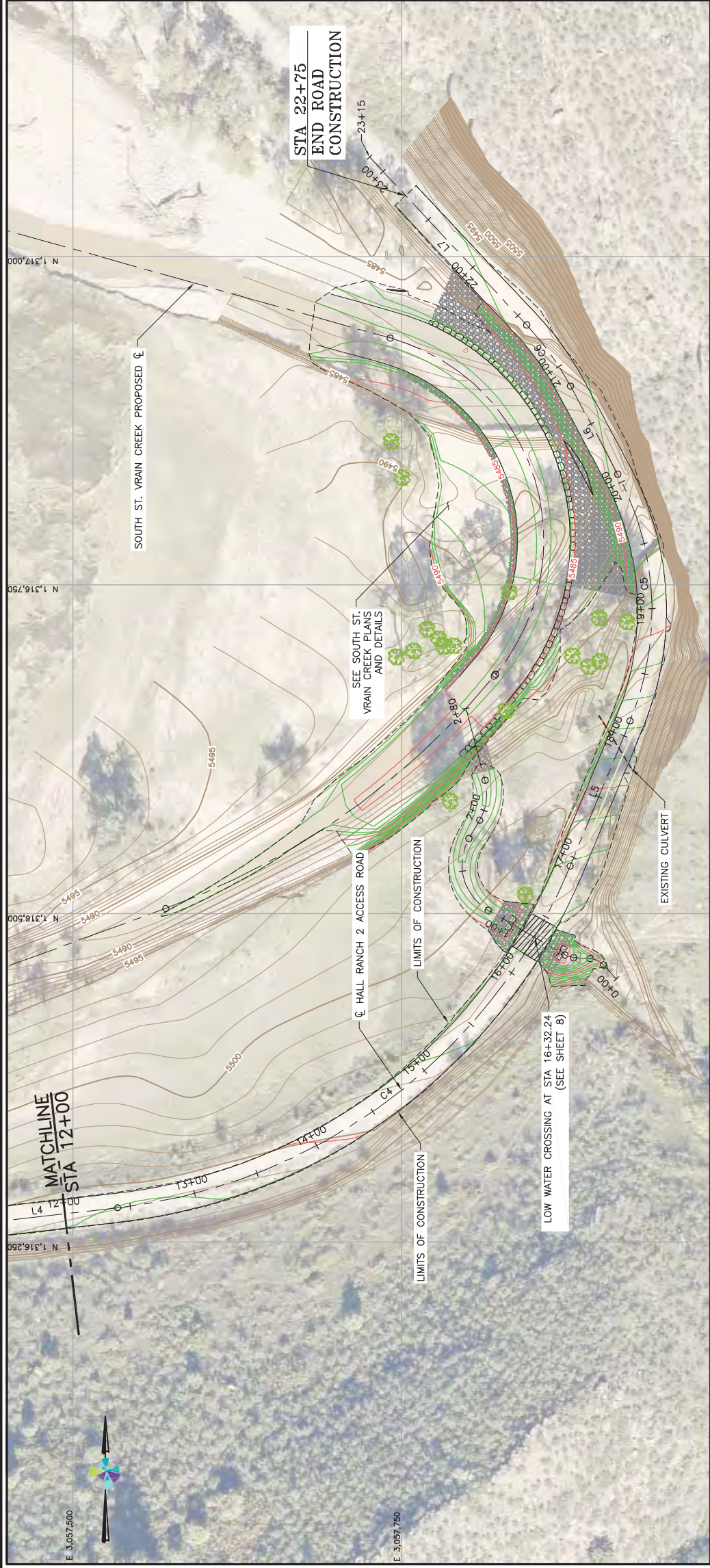




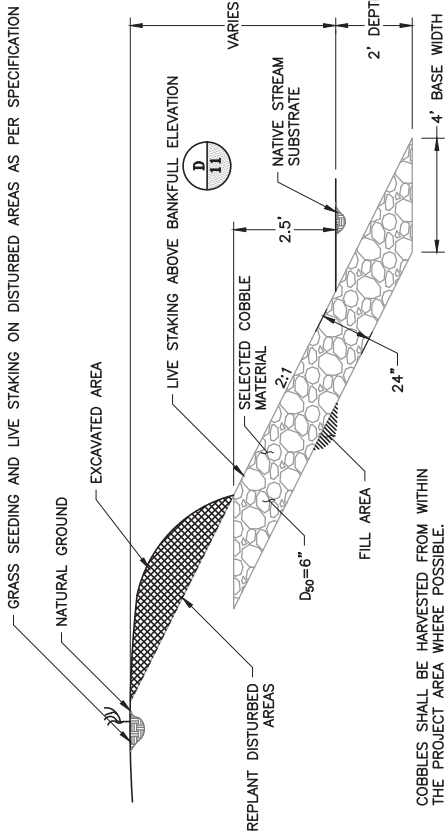
HALL RANCH 2 ACCESS ROAD						
SEGMENT	STARTING STATION	NORTHING	EASTING	DELTA (D-M-S)	RADIUS (ft)	LENGTH (ft)
L1	1+00.00	1,316,227.01	3,056,408.72			
C1	3+83.97	1,316,304.28	3,056,681.98	17°-59'-47"	220.00	69.10
L2	4+53.07	1,316,312.42	3,056,750.32			
C2	7+97.45	1,316,299.44	3,057,094.44	6°-52'-38"	425.00	51.01
L3	8+48.47	1,316,294.13	3,057,145.17			
C3	10+21.35	1,316,266.84	3,057,315.89	15°-38'-57"	425.00	116.08
L4	11+37.43	1,316,264.29	3,057,431.58			
C4	12+40.37	1,316,276.06	3,057,533.85	61°-00'-21"	425.00	452.52
L5	16+92.89	1,316,536.11	3,057,878.11			
C5	18+12.37	1,316,646.55	3,057,923.70	50°-36'-23"	220.00	194.31
L6	20+06.69	1,316,834.38	3,057,914.27			
C6	20+82.75	1,316,901.43	3,057,878.36	14°-54'-48"	220.00	57.26
L7	21+40.02	1,316,947.84	3,057,845.09			

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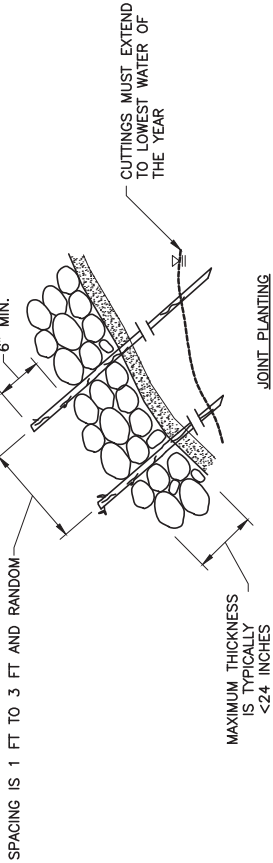
COBBLES SHALL BE HARVESTED FROM WITHIN THE PROJECT AREA WHERE POSSIBLE.

**A BANK STABILIZATION DETAIL (COBBLE)**

NTS

11

USE WILLOW OR WILLOW TYPE ADVENTITIOUSLY ROOTABLE STOCK. MATERIAL SHALL BE FROM AN AREA WITH SIMILAR SOIL, CLIMATE, AND LOCATION RELATIVE TO STREAM. THE MATERIAL SHALL BE AT LEAST TWO YEARS OLD AND FREE OF DISEASE, ROT, AND INSECT INFESTATION. MATERIAL SHALL BE HARVESTED WHILE DORMANT THEN SOAKED (1 TO 14 DAYS) BEFORE INSTALLATION.



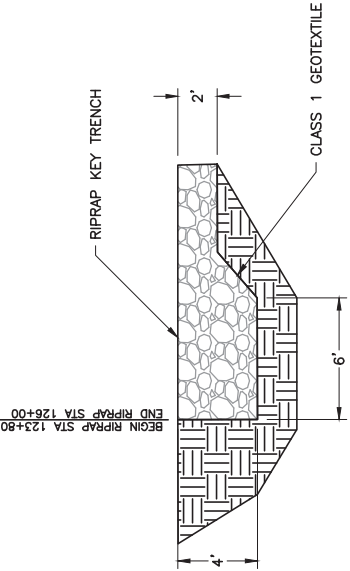
**D BANK STABILIZATION WITH LIVE STAKING (COBBLE)**

NTS

11



DISCLAIMER  
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**C RIPRAP TERMINATION DETAIL**

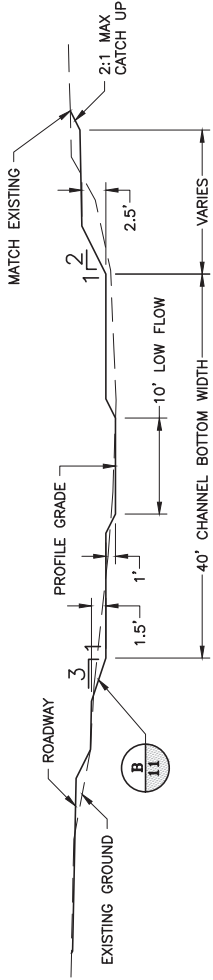
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**B BOULDER TOE PROTECTION - RIPRAP (SPECIAL)**

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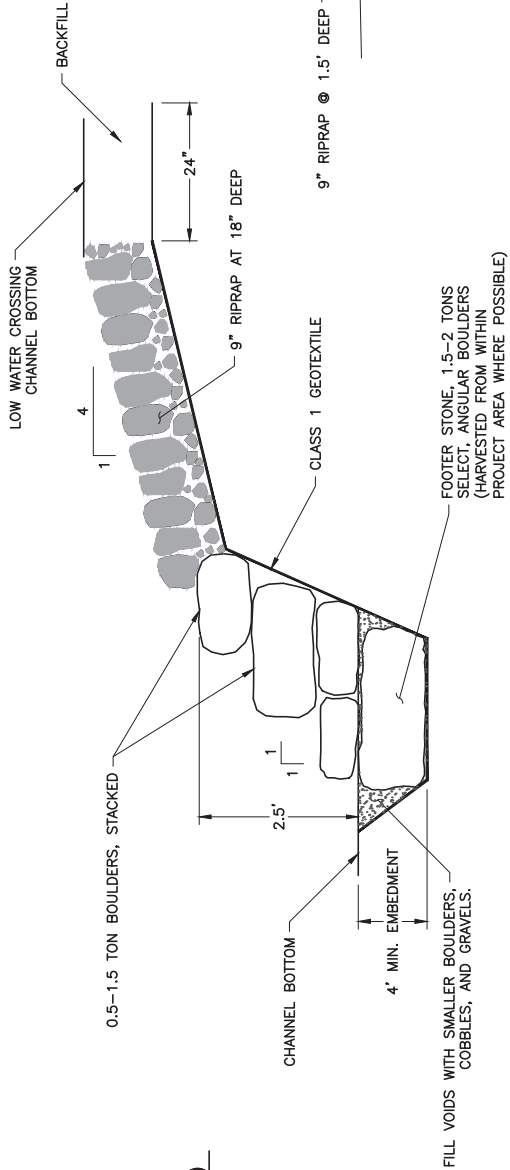
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**E TYPICAL SECTION**

NTS

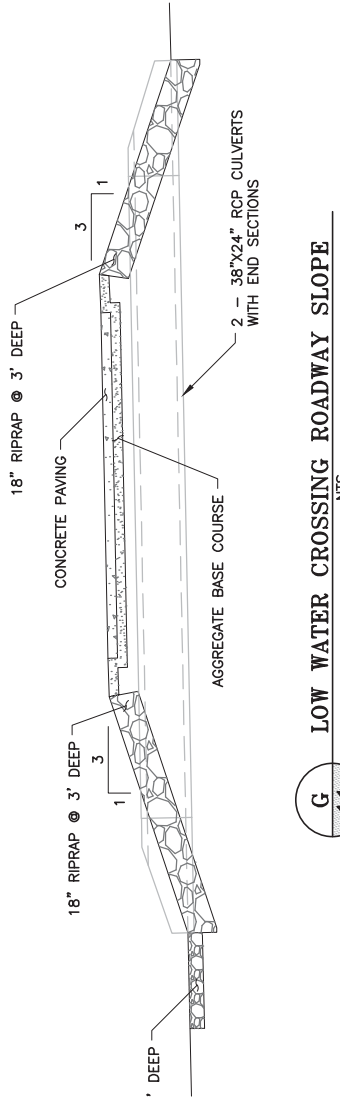
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**F LOW WATER CROSSING CHANNEL OUTLET**

NTS

11



**G LOW WATER CROSSING ROADWAY SLOPE**

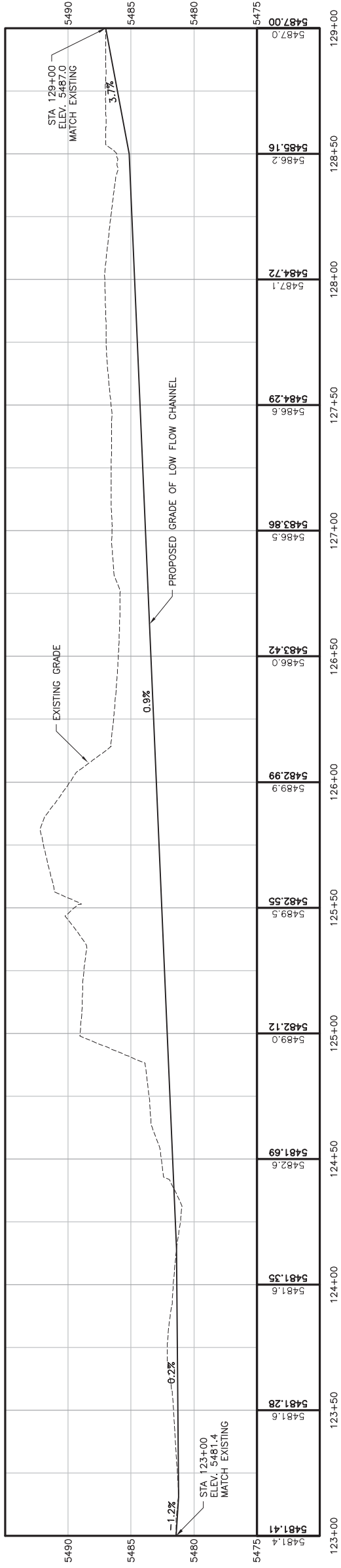
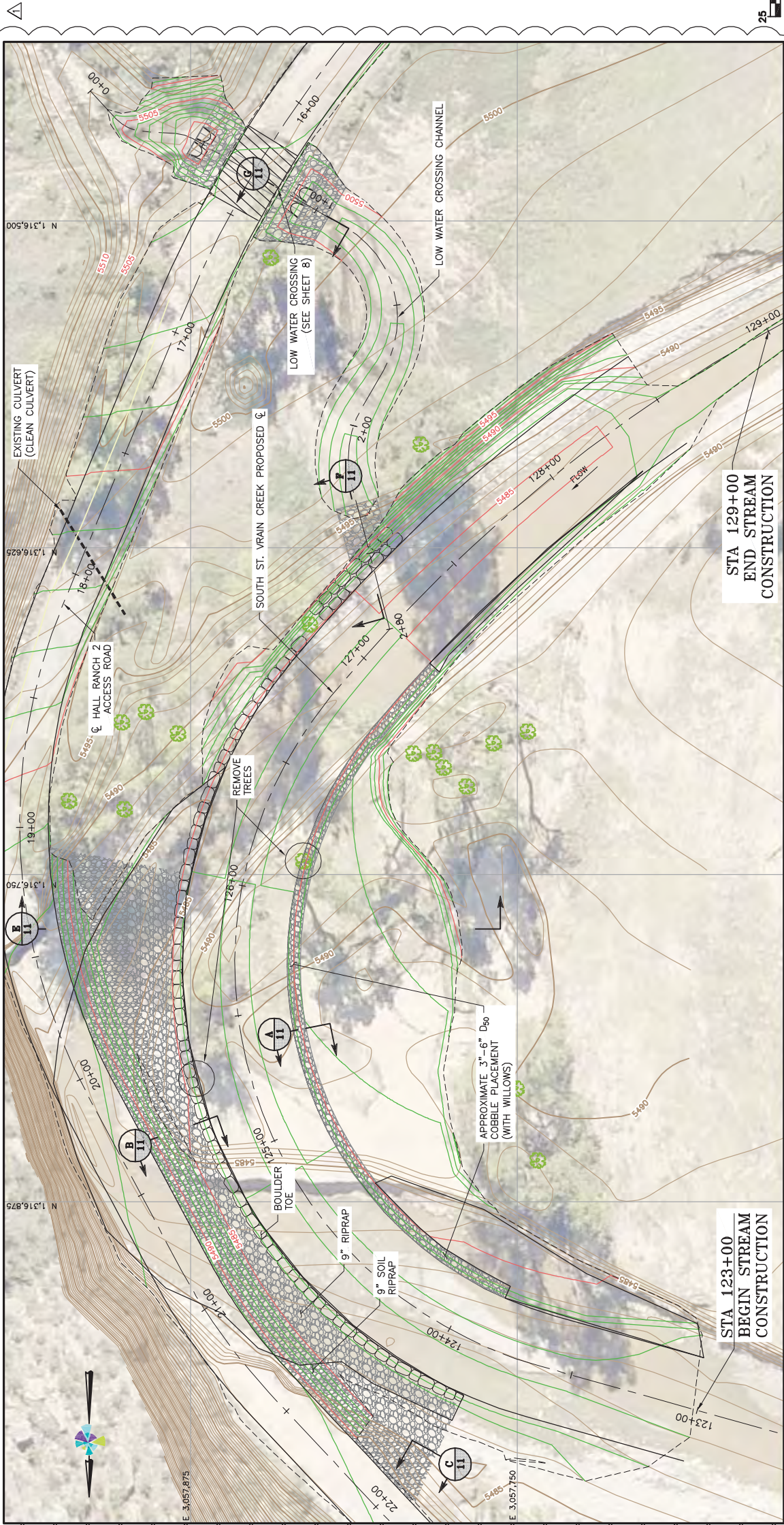
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REV	DATE	DESCRIPTION	ENGR	CADD	CLIENT	BOULDER COUNTY	PROVIDED BY	ISSUED FOR	PROJECT	ISSUED DATE
								<b>DRAFT</b>	HALL RANCH 2 ACCESS ROAD REPAIR AND HAZARD MITIGATION	10/20/2017
								TITLE		
							DRN BY	TB		
							DSN BY	SJ		
							CHK BY	JL		
							APR BY	SJ		
									PROJECT No.	32790038
									DRAWING No.	11
									REV	0

SOUTH ST. VRAIN CREEK TYPICAL SECTIONS AND DETAILS

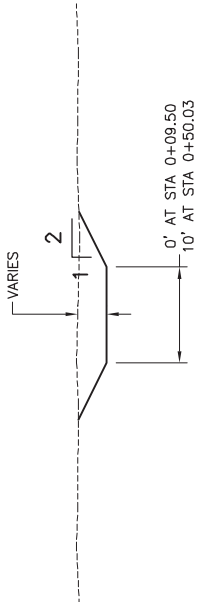


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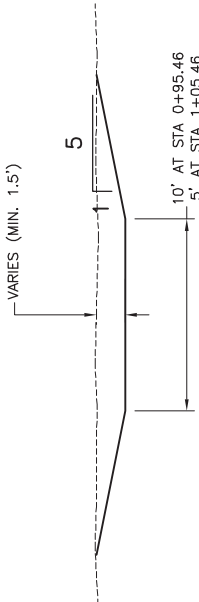


100' EXISTING GROUND SURFACE CONTOUR EL, FEET

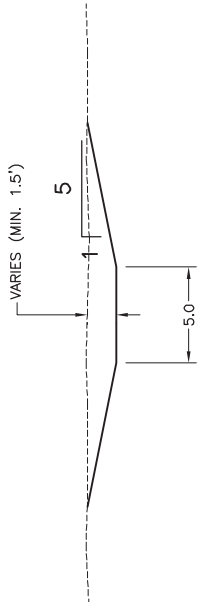
100' PROPOSED GROUND SURFACE CONTOUR EL, FEET



13 A. STA 0+09.50 - 0+50.03  
SCALE: 1"=5'-0"

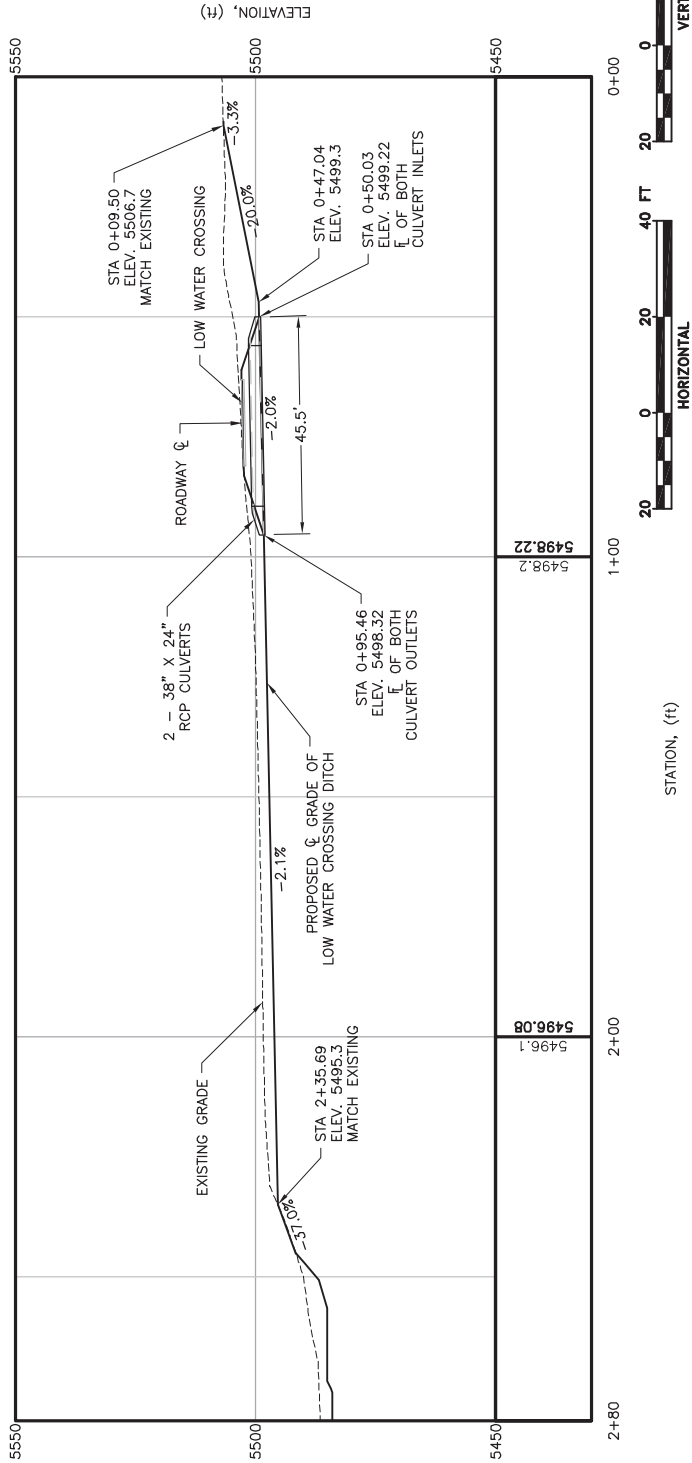


B. STA 0+95.46 - 1+05.46  
SCALE: 1"=5'-0"



C STA 1+05.46 - 2+35.69  
13 SCALE: 1"=5'-0"


LOW WATER CROSSING						
SEGMENT	STARTING STATION	NORTHING	EASTING	DELTA (D-M-S)	RADIUS (ft)	LENGTH (ft)
L1	0+00.00	1,316,450.38	3,057,913.28			
C1	0+14.49	1,316,460.99	3,057,903.41	43-32-02	15.00	11.40
L2	0+25.89	1,316,465.74	3,057,893.35			
C2	0+38.54	1,316,460.51	3,057,880.72	26-36-37	15.00	6.97
L3	0+45.51	1,316,468.51	3,057,874.11			
C3	1+13.06	1,316,502.41	3,057,815.68	90-00-00	40.00	62.83
L4	1+75.89	1,316,557.08	3,057,801.16			
C4	1+91.97	1,316,570.99	3,057,809.23	45-00-00	40.00	31.42
L5	2+23.39	1,316,601.34	3,057,813.29			

[illegible]

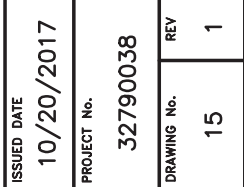
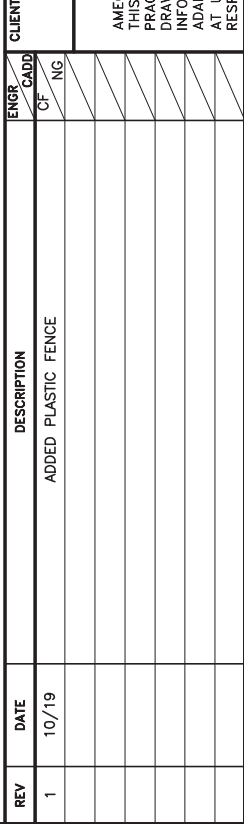
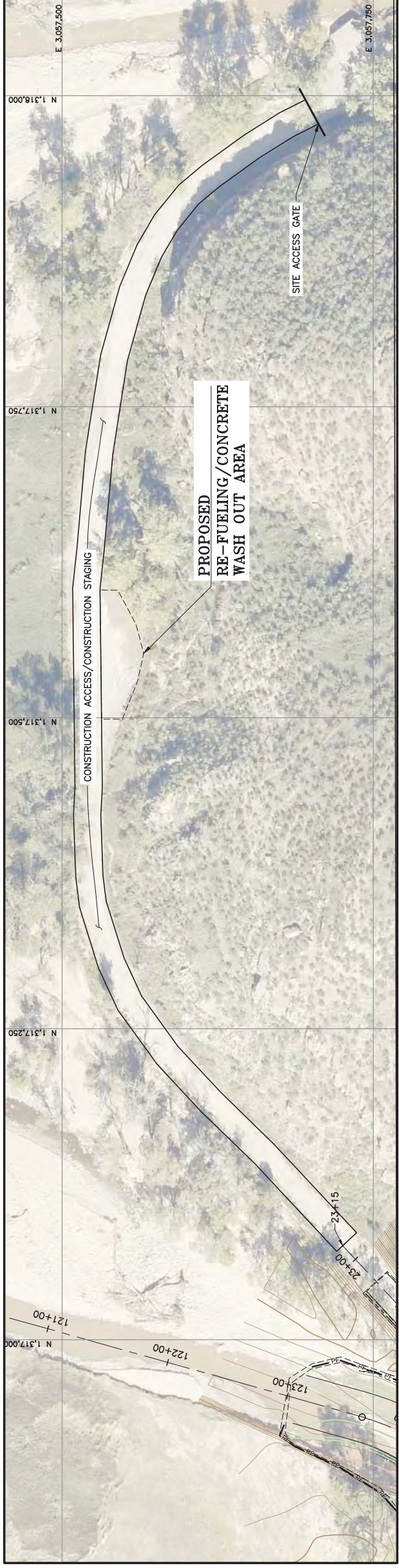
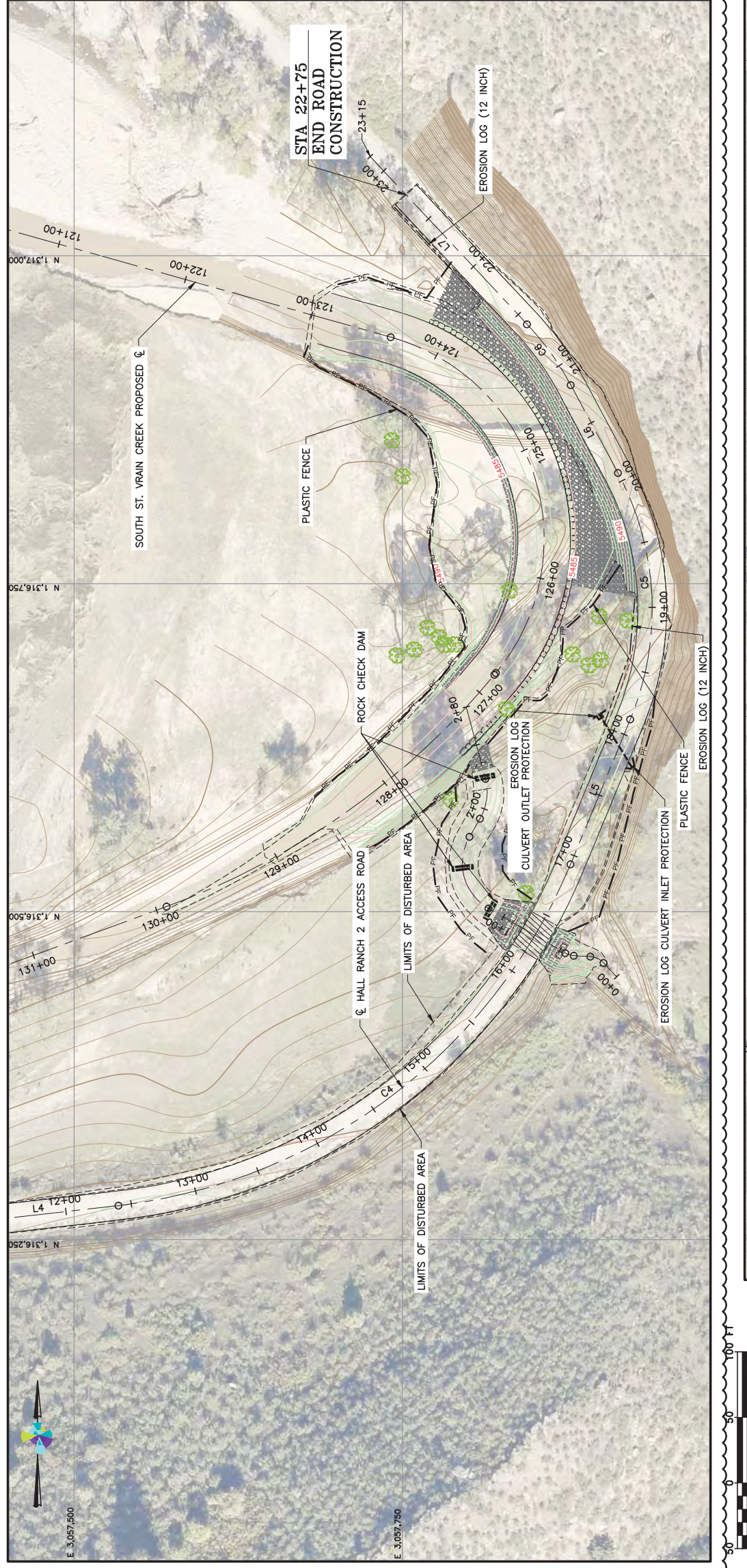


----- EROSION LOG (12 INCH)  
----- LIMITS OF DISTURBED AREA

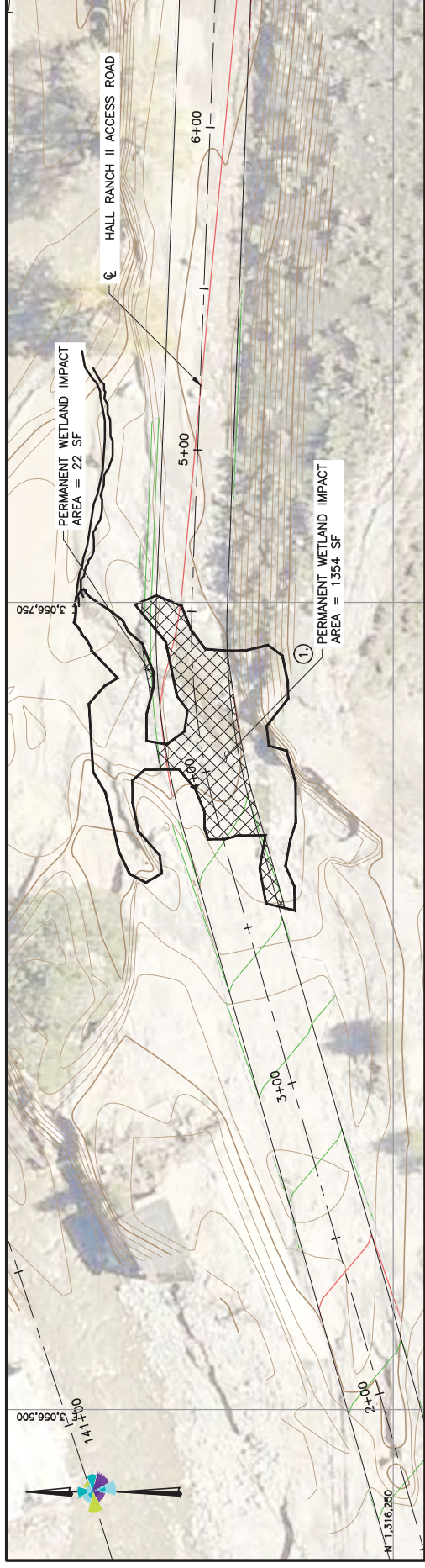
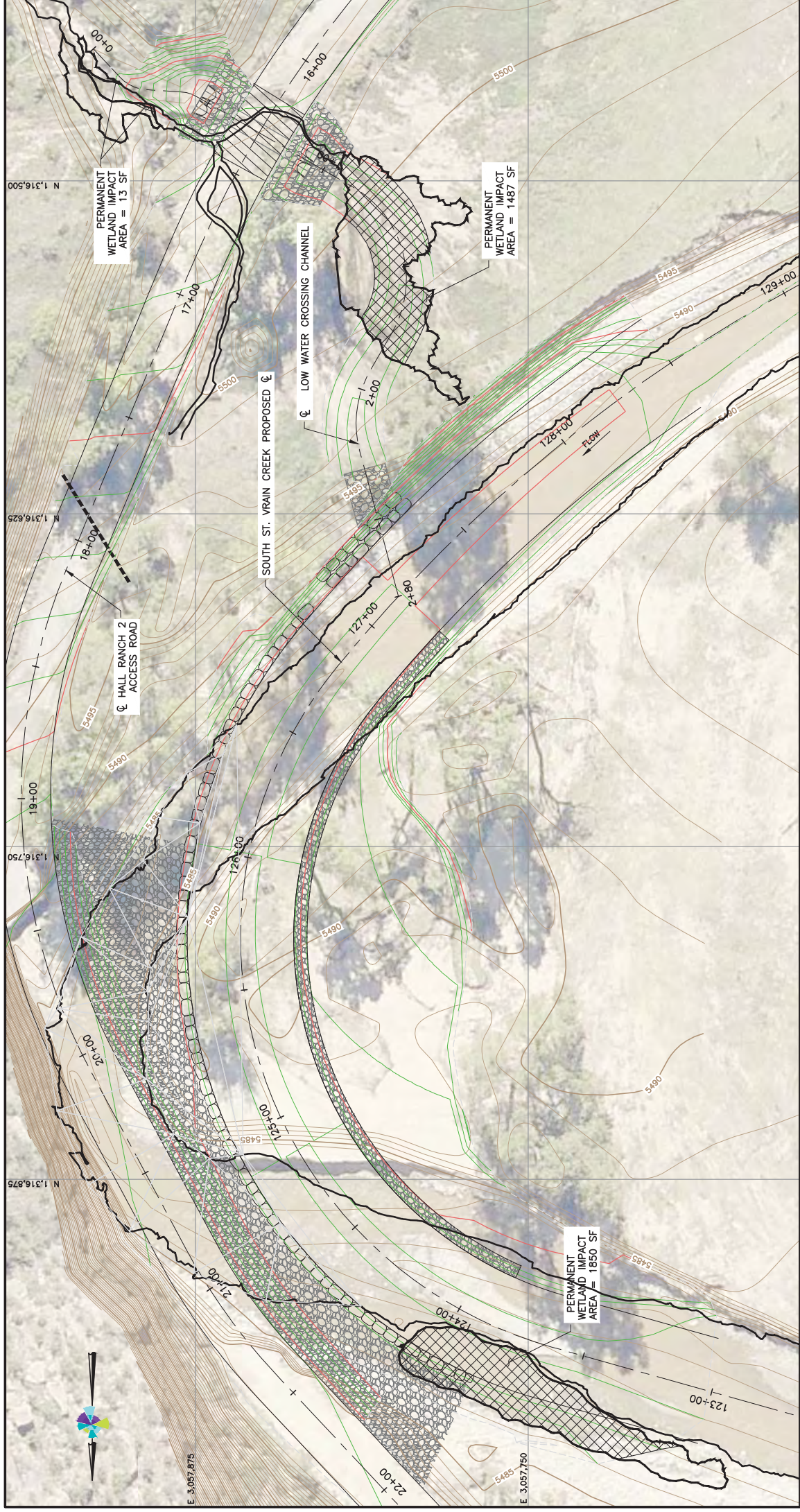




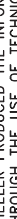
REV	DATE	DESCRIPTION	ENGR	CADD	CLIENT	PROVIDED BY	ISSUED FOR	PROJECT	ISSUED DATE	PROJECT No.	DRAWING No.	REV
					BOULDER COUNTY	 <b>amec foster wheeler</b>	<b>DRAFT</b>	HALL RANCH 2 ACCESS ROAD REPAIR AND HAZARD MITIGATION	10/20/2017	32790038	14	1
					DISCLAIMER		DRN BY	TB	TITLE			
					AMEC FOSTER WHEELER PRODUCED THE INFORMATION PRESENTED ON THIS DRAWING THROUGH THE USE OF TECHNICAL INFORMATION AND PRACTICAL EXPERIENCE SPECIFIC TO ITS EFFORTS. RECEIVING THIS DRAWING DOES NOT GUARANTEE ANY RIGHTS TO SUCH TECHNICAL INFORMATION AND PRACTICAL EXPERIENCE. ANY ALTERATION OR ADAPTATION OF THE DATA OR CONTENTS OF THIS DRAWING SHALL BE AT USER'S SOLE RISK AND WITHOUT ANY LIABILITY OR LEGAL RESPONSIBILITY TO AMEC FOSTER WHEELER.		DSN BY	SJ	EROSION CONTROL (SHEET 1 OF 2)			
							CHK BY	JL				
							APR BY	SJ				



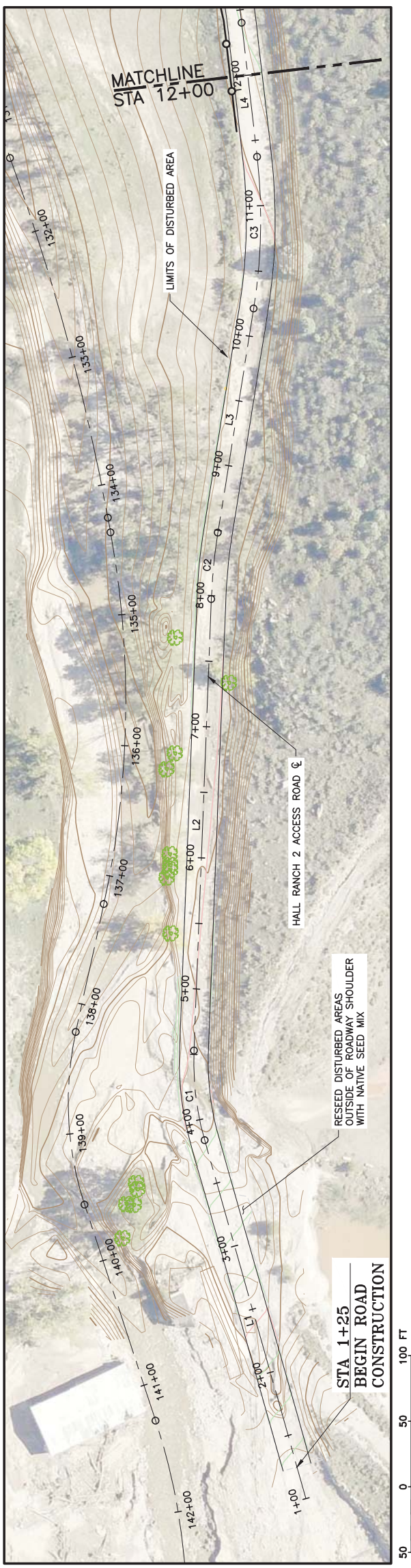
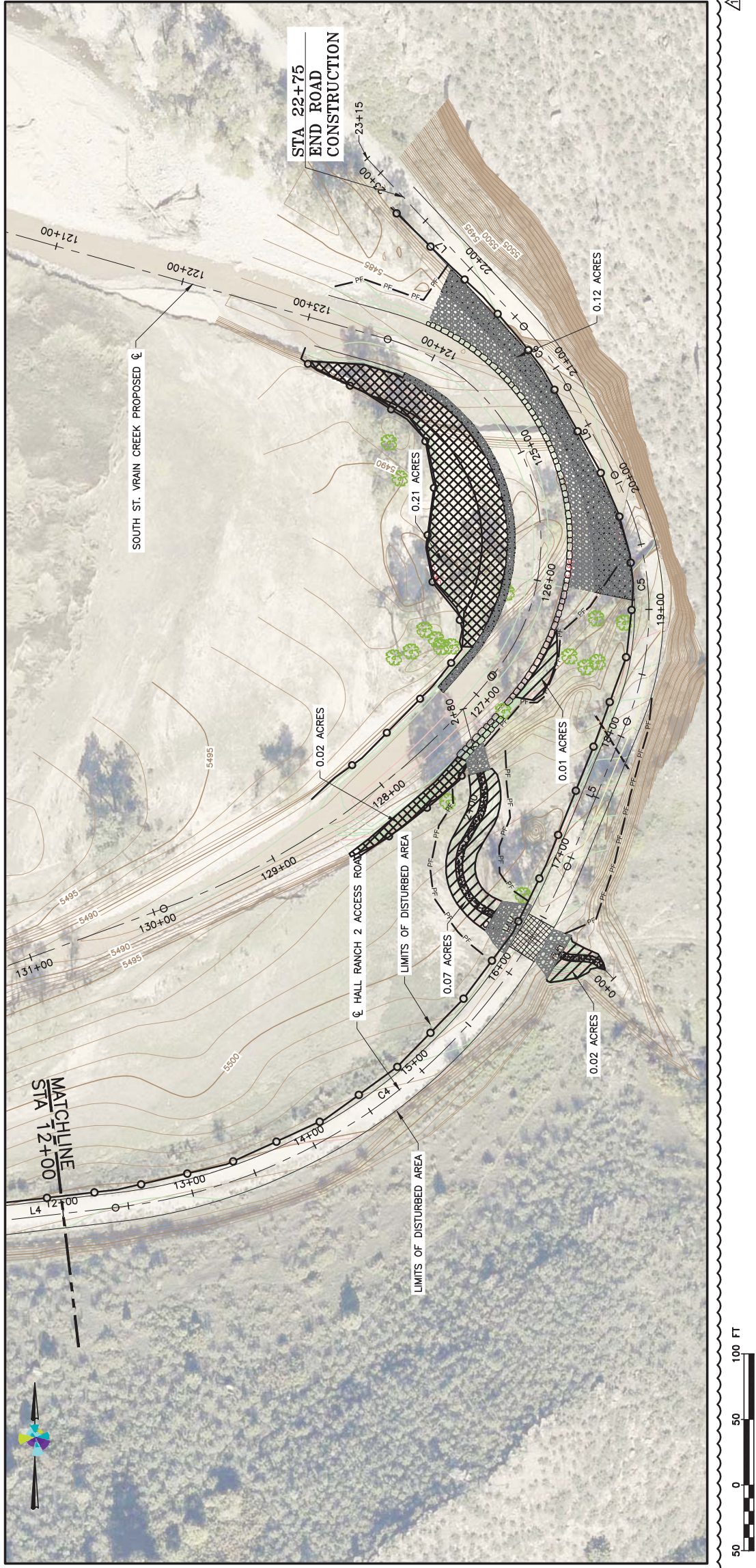






REV	DATE	DESCRIPTION	ENGR	CADD	CLIENT	BOULDER COUNTY	PROVIDED BY	  	ISSUED FOR <b>DRAFT</b>	PROJECT HALL RANCH 2 ACCESS ROAD REPAIR AND HAZARD MITIGATION	ISSUED DATE 10/20/2017
									PROJECT No.	32790038	
									DRAWING No.	16	REV
									DRN BY	TB	
									DSN BY	SJ	
									CHK BY	JL	
									APR BY	SJ	0
									TITLE WETLANDS IMPACTS		
									<p>DISCLAIMER</p> <p>AMEC FOSTER WHEELER PRODUCED THE INFORMATION PRESENTED ON THIS DRAWING THROUGH THE USE OF TECHNICAL INFORMATION AND PRACTICAL EXPERIENCE SPECIFIC TO ITS EFFORTS. RECEIVING THIS DRAWING DOES NOT GUARANTEE ANY RIGHTS TO SUCH TECHNICAL INFORMATION AND PRACTICAL EXPERIENCE. ANY ALTERATION OR ADAPTATION OF THE DATA OR CONTENTS OF THIS DRAWING SHALL BE AT USER'S SOLE RISK AND WITHOUT ANY LIABILITY OR LEGAL RESPONSIBILITY TO AMEC FOSTER WHEELER.</p>		





Hall 2 Road Repair Upland Seed Mix				
Common Name	Latin name	Variety	% of mix	PLS/Acre
Sideoats grama	<i>Bouteloua curtipendula</i>	Vaughn	7	1.92
Blue grama	<i>Bouteloua gracilis</i>	Native	14	0.89
Canada Wildrye	<i>Elymus canadensis</i>	VNS	10	4.55
Squirreltail	<i>Elymus elymoides</i>	BCPOS provided	10	2.72
Slender wheatgrass	<i>Elymus trachycaulus</i>	San Luis	8	2.63
Griffith's wheatgrass	<i>Elymus alibaticus</i>	BCPOS provided	8	2.72
Western wheatgrass	<i>Pascopyrum smithii</i>	Arriba	8	3.80
Switchgrass	<i>Panicum virgatum</i>	BCPOS provided	10	1.34
Little bluestem	<i>Schizachyrium scoparium</i>	Cimarron or Pastura	5	1.01
Needle & Thread Grass	<i>Stipa comata</i>	Native or BCPOS Provided	5	2.27
Fringed sage	<i>Artemisia frigida</i>	VNS	2	0.02
Rabbitbrush	<i>Chrysothamnus nauseosus</i>	VNS	4	0.52
Blanketflower	<i>Gaillardia aristata</i>	BCPOS provided	2	0.79
Hairy golden aster	<i>Heterotheca villosa</i>	VNS	5	0.30
Yellow Coneflower	<i>Ratibida columnifera</i>	BCPOS Provided	5	0.08
Total			100	25.56

Hall 2 Road Repair Mesic Seed Mix			
Common Name	Latin name	Variety	% of mix PLS/Acre
Silene spaldingii	Bouteloua curtipendula	Vaughn	7 1.92
Canada Wildrye	Elymus canadensis	VNS	12 5.45
Slender wheatgrass	Elymus trachycaulis	San Luis	10 3.29
Manna Grass	Glyceria grandis	VNS	8 2.13
Green Needlegrass	Nassella viridula	Loosem	12 3.47
Western wheatgrass	Pascopyrum smithii	Arriba	11 5.23
Switchgrass	Panicum virgatum	BCPOS provided	13 1.75
Little Bluestem	Schizachyrium scoparium	Cimarron or Pastura	6 1.20
Prairie Cordgrass	Spartina pectinata	VNS	7 2.44
Showy milkweed	Asclepias speciosa	VNS	2 1.65
Rabbitbrush	Chrysothamnus nauseosus	VNS	4 0.52
Hairy golden aster	Heterotheca villosa	VNS	5 0.30
Blue Vervain	Verbena hastata	VNS	3 0.09
Total			100 29.44

\* Rate given is for broadcast seed. Drill seeding shall be 1/2 of given rate.  
VNS = Variety not stated  
PLS = Pure Live Seed

[illegible]