



Boulder County Purchasing
1325 Pearl Street
Boulder, CO 80302
purchasing@bouldercounty.org

INVITATION TO BID
COVER PAGE

BID Number: **7051-19**

BID Title: **Anne U White Trailhead Reconstruction and Stream Stabilization**

Mandatory Pre-Bid Meeting: July 24, 2019
10:00 A.M.
157 Pinto Drive, Boulder, CO 80302

BID Questions Due: July 30, 2019
2:00 P.M.

County Response Due: August 1, 2019

Email Address: purchasing@bouldercounty.org

Documents included in this package:
Bid Instructions
Terms and Conditions
Specifications
Insurance and W-9 Requirements
Submittal Section
Signature Page
Attachment A: Sample Contract
Attachment B: Construction Plans
Attachment C: Construction Specifications
Attachment D: Project Location Map
Attachment E: Bid Tabulation Sheet
Attachment F: Statement of Qualifications

SUBMITTAL DUE DATE: August 8, 2019
2:00 P.M.



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BID INSTRUCTIONS

BACKGROUND:

Boulder County Parks and Open Space (BCPOS) is seeking bids from qualified and experienced contractors to secure construction services for the reconstruction of a trailhead which will include stream stabilization, and stream restoration work. The project site is located on Fourmile Canyon Creek at the west end of Pinto Drive, Boulder, CO, 80302. These services are required in order to replace a trailhead that was destroyed during the September 2013 flood event. The selected Contractor will be expected to be substantially complete within 45 calendar days from the date of the Notice to Proceed.

The Project is needed as a result of the 2013 flood, but the selected contractor will not have to comply with any Federal Emergency Management Agency requirements.

CONTRACT LANGUAGE:

The successful bidder will be required to enter into a Contract for Services and meet all insurance requirements as required prior to any work beginning.

All bidders are instructed to thoroughly review all the stated insurance requirements for this Project, the insurance requirements stated are the minimum and standard for Boulder County Government, for this Project. All hired contractors are required to meet the insurance requirements, as stated, for contracted services as part of the Boulder County contracting process. Owner/Sole Proprietors/Officer are not Exempt from the county's insurance requirements and coverage limits. Please refer to the Insurance Requirements in this BID.

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# 7051-19**, re-bid the work, or proceed in any lawful manner the County deems necessary.

PAYMENT & PERFORMANCE BONDS:

Both a payment and a performance bond are required for this project and each bond 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.

Payment and Performance bonds will be required for bids over \$50,000.00. Bonds must be received and approved, by the County, prior to work commencing. If applicable, Retainage and a Notice of Final Settlement posting will be required.

PRE-BID MEETING:

A Mandatory, Pre-Bid Meeting, is scheduled for 10:00 a.m. Wednesday, July 24, 2019.

Bidders are asked to meet at the project site located at 157 Pinto Drive, Boulder, CO 80302 (see Attachment C: Map of Project Area for directions). A Mandatory, Pre-Bid Meeting, is scheduled for 10:00 a.m. Wednesday, July 24, 2019.

A representative from your company must be in attendance at the meeting.

ATTACHMENTS:

The following documents are part of this BID:

1. Attachment A: Sample Contract
2. Attachment B: Construction Plans
3. Attachment C: Construction Specifications
4. Attachment D: Project Location Map
5. Attachment E: Bid Tabulation Sheet
6. Attachment F: Statement of Qualifications

WRITTEN INQUIRIES:

All inquiries regarding this BID will be submitted via email to the Boulder County Purchasing Office at purchasing@bouldercounty.org on or before 2:00 p.m. **July 30, 2019**. A response from the county to all inquiries will be posted and sent via email no later than **August 1, 2019**.

Please do not contact any other county department or personnel with questions or for information regarding this solicitation.

SUBMITTAL INSTRUCTIONS:

BIDs are due at the Administrative Services Information Desk or email box (preferred) listed below, for time and date recording on or before **2:00 p.m. Mountain Time on August 8, 2019**. A bid opening will be conducted at 3:00 p.m. Mountain Time at county offices.

Your response can be submitted in the following ways. Please note that email 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 email box listed below. Submittals sent to any other box will NOT be forwarded or accepted. This email 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 circumstance for delayed or failed email or mailed submittals.

Email purchasing@bouldercounty.org; identified as **BID# 7051-19** in the subject line.

-OR-

US Mail One (1) unbound copy of your submittal, printed double-sided, 11 point, on at least 50% post-consumer, recycled paper must be submitted in a sealed envelope, clearly marked as **BID# 7051-19**, to the Administrative Services Information Desk located at 1325 Pearl Street, Boulder, CO 80302.

All BIDs must be received and time and date recorded by authorized county staff by the above due date and time. Sole responsibility rests with the bidder to see that their BID response is received on time at the stated location(s). Any BIDs received after due date and time will be returned to the bidder.

The Board of County Commissioners reserves the right to reject any and all BIDs, to waive any informalities or irregularities therein, and to accept 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.



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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 will 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, based on best value not only price.
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 will 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 ensure that the bid arrives at the Administrative Services Information Desk prior to the time indicated in the "Invitation to Bid."
8. The proposed price will 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 will 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 will 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.**

The Boulder County Attorney's Office retains sole authority for determining whether the Colorado Open Records Act requires or permits Boulder County to disclose proposal or bid documents, or any information contained therein, pursuant to an open records request.

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.
12. Pursuant to Colorado law (House Bill 1292), in any bidding process for public works in which a bid is received from a non-resident bidder who is from a state that provides a percentage bidding preference, a comparable percentage disadvantage will be applied to the bid of that bidder. Bidders may obtain additional information from the Department of Personnel's website: <http://www.colorado.gov/dpa/>.



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SPECIFICATIONS

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Background:

Boulder County through its Parks and Open Space Department (BCPOS) owns and manages the project area as well as the Anne U. White hiking trail that runs west from the end of Pinto Drive. In September of 2013, the Fourmile Canyon Creek flooded and caused significant damage to the trail and completely destroyed the original trailhead. The flood also destroyed two private residences in the immediate area. In the period since the flood, the Boulder County Transportation Department has completed permanent repairs to the transportation infrastructure along Pinto Drive and other roadways in the area. In addition, BCPOS has completed repairs to the Anne U. White trail. The final phase in the restoration of the area is the reconstruction of the trailhead.

A design for the reconstruction of the trailhead has been completed and includes an expanded trailhead that will help accommodate the expected increased demand for parking spaces. The design also includes streambank stabilization items, a stacked boulder retaining wall for slope stabilization, and stream restoration components.

The purpose of the project is to construct a new trailhead, restore the project area, and install mitigation measures that will provide protection from subsequent high flow events.

The selected contractor will have recent relevant experience in all elements of the project work.

Scope of Work:

The contractor will be responsible for completing all work outlined below as well as any additional work stated in the construction plans and project specifications. The general scope of work includes the following major phases of the work with specific items and conditions:

1. Secure applicable permits that have not already been procured by the county, prior to construction startup. Please reference permit information under additional information.
2. Project Set-Up and Coordination. The Contractor will conduct a project kickoff meeting with BCPOS staff to review the project background, existing information, and to discuss 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" items will be

identified. A project closeout meeting will be held for final inspection and acceptance of the work by the county.

3. Mobilization and project controls. This includes site preparation; including pre-construction survey (optional), construction staking, and installing necessary Erosion Control Best Management Practices (BMPs) as stated in the Stormwater Management Plan. The contractor is responsible for identifying the presence and location of any utilities. Mobilization and demobilization of all necessary equipment and materials will be done in accordance with the project specifications. Included in this item is the cost of bonds, insurance, permits, traffic control, and other general requirements needed for the completion of the project.
4. Clearing and grubbing within the limits of disturbance and removing and stockpiling topsoil for later use as necessary.
5. Dewatering temporary excavations in channel and off channel, if needed.
6. Excavation and grading in conformity with the lines and grades shown in the construction drawings.
7. Tree removal – remove and dispose of trees, including the root ball.
8. Hauling excess unwanted material to a predetermined disposal site. The haul site is located at 12400 N 61st St, Longmont CO 80503. This location is 14 miles from the project site.
9. Placement of bank stabilization structures such as wrapped soil lifts and riprap.
10. Installation of a stacked boulder retaining wall.
11. Installation of 18” PIP including inlet and outlet protection.
12. Installation of stone curbing imbedded in a concrete footer.
13. Surface and compact the road and parking area with class 6 Aggregate Base Course.
14. Inspection and maintenance of all erosion and sediment control BMPs.
15. Final grading.
16. Installing topsoil.
17. Seeding and mulching
18. Restoration of internal access/haul routes, staging areas and demobilization.
19. Final Survey and providing as-constructed drawings.

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. A 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.

Schedule and General Conditions:

The tentative schedule for construction is the end of August 2019 continuing through September 2019, dependent upon final contract award date and weather conditions. The Contractor should be prepared for possible delays due to severe weather, including potential flooding of the Fourmile Canyon Creek. The contractor will prepare an evacuation plan and present it to the county before mobilization.

The project area and a portion of Pinto Drive will be closed to the public during construction, but the contractor is responsible for site safety at all times. This project is in a potential area of protected plants and wildlife, and as such, there are special provisions that are outlined in the Project Specifications. These provisions will be closely monitored by BCPOS and must be strictly adhered to by the selected Contractor.

The considerations mentioned above should be incorporated into the unit costs of each line item in the Bid Tab and will not be paid as extra costs.

Weekly progress meetings will be conducted to discuss schedules, progress, coordination, submittals and project related problems.

The Design/Engineering Consultant responsible for developing the plans and specifications will be available to make visits 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 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 quality control testing services during the construction phase will be the responsibility of the selected construction contractor.

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 or over surface waters. The contractor shall submit a list of equipment operating with certified non-toxic, biodegradable hydraulic fluids to the BCPOS Project Manager 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. These provisions will be closely monitored by BCPOS and must be strictly adhered to by the selected Contractor.

Staging Area:

The staging area is shown on the drawings. 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.

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:

1. Technical ability, capacity, experience and skill of the contractor, and key team members assigned to the project.
2. Past experience of the company having successfully completed projects of similar size and complexity.
3. Quality and/or performance of work provided on previous projects.
4. References and recommendations from former customers and/or design engineers and clients.
5. Financial ability, sufficiency of resources, and bonding capacity to undertake and successfully complete the project.
6. Organization and completeness of the Statement of Qualifications.
7. Other relevant information provided by the contractor.
8. Company selection will be based on the bid that provides Boulder County with the best cost and quality project.
9. Ability to commence the work within five (5) calendar days of the notice to proceed and the ability to substantially complete construction within forty-five (45) calendar days from the Notice to Proceed.

BCPOS COMMITMENTS:

Plans 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:

1. U.S. Army Corps of Engineers Section 404 permit;
2. U.S. Fish and Wildlife Service threatened and endangered species consultation;
3. Boulder County Building permit;
4. Boulder County Stream Restoration permit: including supporting documentation for the Floodplain Development permit and Grading permit;
5. Boulder County Storm Water Quality permit;
6. Colorado Department of Public Health and Environment (CDPHE) Water Quality Control Division Storm Water General Permit for Construction Activities. **The county and the**

contractor will be cosigners on this permit as is now required under the new permit system.

CONTRACTOR RESPONSIBILITIES:

Plans 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 a CDPHE Construction Dewatering Wastewater Discharge Permit prior to the start of construction.

Utility Locates:

Contractor is responsible for identifying and locating utilities in the project area.

PROJECT COMPLETION SCHEDULE:

The Project is to be substantially completed within forty-five (45) calendar days from the date of mobilization.

CONTRACTOR LICENSING:

General contractors, HVAC contractors, and roofing contractors require licensing through the Boulder County Land Use Department. Electricians and plumbers are required to be licensed through the State of Colorado and registered with the Boulder County Land Use Building Safety and Inspection Division. Furthermore, it is required for all Architects, Professional Engineers and Professional Land Surveyors to be fully-licensed through the State of Colorado. It is the responsibility of the selected Contractor to apply for and ensure the appropriate Contractor's license is obtained.

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 may be excluded from consideration for the award of this Project.

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.

GEOGRAPHIC INFORMATION SYSTEM (GIS) DATA:

Contractors agree that the following, specified data formats, shall be used and/or adhered to when submitting required data to the County:

- a. All GIS data must be ArcGIS 10.x compatible. Shapefiles may be accepted with written, pre-approval, from the County.
- b. All GIS data must have complete metadata, following Boulder County GIS Metadata Standards located at: <https://assets.bouldercounty.org/wp-content/uploads/2018/03/metadata-standards-contractors.pdf>
- c. All Computer Aided Design (CAD) files must have an assigned real world coordinate system to ensure compatible conversion into the County's GIS system, if necessary.
- d. All spatial or georeferenced data will be provided to the county in the following coordinate system:
 - i. Name:
NAD 1983 HARN State Plane Colorado
North FIPS 0501 Feet
 - ii. Unit:
Foot US
 - iii. Projection:
Lambert Conformal Conic
 - iv. Horizontal Datum:
North American Datum 1983 HARN
 - v. Vertical Datum:
North American Vertical Datum 1988
 - vi. Spheroid:
GRS 1980

Additionally, Contractors are responsible for capturing section corners or quarter corners for specific projects to be added into the Public Land Survey System (PLSS) project for updating the section corners, Contractors shall provide high-accuracy PLSS monument coordinates for each corner section or quarter corner section monument used as control points or that occur within the project area ("putting it on the cap") as is reasonable, depending on the difficulty to access the point. All positions to be collected shall be required to use (at a minimum) the Real-Time Kinematic (RTK) method.

SUBMITTAL SECTION:

The proposal shall include:

1. A proposed work schedule showing milestone deliverables and dates.
2. The team's workload capacity and commitments from August 15, 2019 to November 1, 2019.
3. A statement of the company's commitment to accomplish the project in the proposed timeline.
4. A narrative of alternative methods to achieve results should project challenges require additional or new team members or resources.
5. Your understanding of project goals and objectives.
6. A description of the potential risks that may directly affect cost, schedule, or project success.
7. A description of proposed contractor activities to mitigate the identified risk.



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INSURANCE AND W-9 REQUIREMENTS

INSURANCE REQUIREMENTS:

Note that the insurance amounts listed below 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.

***This type of coverage will be required to remain in place and be maintained by the selected contractor for the 3-year period as noted after completion of the Project.**

****This type of coverage will be required to remain in place and be maintained by the selected contractor for the 2-year period as noted after completion of the Project.**

*General Liability	\$1,000,000 Each Occurrence \$2,000,000 General Aggregate \$2,000,000 Products Completed Operations Aggregate *3 years Products/Completed Operations
Excess or Umbrella	\$3,000,000.
Automobile Liability	\$1,000,000 Each Accident *Including Hired & Non-Owned Auto
Worker's Compensation and Employer's Liability	Statutory limits
Professional Liability or Errors and Omissions	\$1,000,000 Per Loss \$1,000,000 Aggregate **Coverage maintained or extended discovery period for 2 years
*Pollution Liability	\$1,000,000 Per Loss \$1,000,000 Aggregate *Coverage maintained or extended discovery period for 3 years

W-9 REQUIREMENT:

Please provide a copy of your business's W-9 with your proposal.



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SUBMITTAL SECTION

The bidder’s attention is especially called to the items listed below, which must be submitted in full as part of the BID. Failure to submit any of the documents listed below as a part of your BID, or failure to acknowledge any addendum in writing with your BID, or submitting a bid on any condition, limitation or provision not officially invited in this Invitation to Bid (BID) may be cause for rejection of the BID.

THIS CHECKLIST MUST BE SUBMITTED AS PART OF YOUR BID PACKAGE: Bidder will check each box indicating compliance:

INCLUDED	ITEM
	Name and Address of the Partners and Subcontractors if applicable
	A detailed project schedule
	Information on the relevant experience of key personnel
	Submit a copy of any contract modifications your company requires, for consideration
	Submit three references for similar projects your company has completed within the last three years and contact information
	Insurance Certificate
	W-9
	Signature Page
	Completed Statement of Qualifications
	Completed Bid Tab
	Addendum Acknowledgement(s) (If Applicable)



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SIGNATURE PAGE

Contact Information	Response
Company Name including DBA	
List Type of Organization (Corporation, Partnership, etc.)	
Name, Title, and Email Address of Person Authorized to Contract with Boulder County	
Company Address	
Company Phone Number	
Company Website	

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.

Contract

DETAILS SUMMARY	
Document Type	
OFS Number-Version	
County Contact Information	
Boulder County Legal Entity	
Department	
Division/Program	
Mailing Address	
Contract Contact – <i>Name, email</i>	
Invoice Contact – <i>Name, email</i>	
Contractor Contact Information	
Contractor Name	
Contractor Mailing Address	
Contact 1- <i>Name, title</i>	
Contact 1- <i>email</i>	
Contact 2	
Contract Term	
Start Date	
Expiration Date	
Final End Date	
Contract Amount	
Contract Amount	
Fixed Price or Not-to-Exceed?	
Brief Description of Work	
Contract Documents	
a. Formal Procurement (RFP/Bid/SOQ) No. Bid Variable (the "Bid Documents") b. Contractor's proposal in response to the Bid Documents (the "Proposal") c. Project Details, including project-specific terms and a Scope of Work, attached as Exhibit A (the "Scope of Work") d. Fee Schedule, attached as Exhibit B (the "Fee Schedule")	
Purchasing Details – <i>County Internal Use Only</i>	
Bid Number	
Award Date	
If no Bid No., bid process used	
Purchasing Notes <i>(optional)</i>	
Contract Notes	
<i>Additional information not included above</i>	

THIS CONTRACT ("Contract") is entered into by and between the Board of County Commissioners on behalf of the County of Boulder, State of Colorado, a body corporate and politic, for the benefit of the [Department] ("County") and [Supplier] ("Contractor"). County and Contractor are each a "Party," and collectively the "Parties."

In consideration of the mutual covenants contained in this Contract, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Incorporation into Contract: The **Details Summary** is incorporated into this Contract. The **Contract Documents** are incorporated into this Contract by reference, except to the extent that the Proposal, if any is incorporated, contains any obligations placed upon County and not otherwise contained in this Contract.
2. Work to be Performed: Contractor will provide all labor and equipment and do all tasks necessary and incidental to performing the work as described in the **Details Summary** and **Contract Documents** (the "Work"). Contractor will perform the Work (a) in a good and workmanlike manner, (b) at its own cost and expense, (c) in accordance with recognized industry standards of care, skill and diligence for the type of work being performed, and (d) in strict accordance with the Contract.
3. Term of Contract: The **Contract Term** begins on the **Start Date** and expires on the **Expiration Date**, unless terminated sooner. All the Work must be performed during the **Contract Term**.
4. Payment for Work Performed: In consideration of the Work performed by Contractor, and subject to conditions contained in this Contract, County will pay an amount not to exceed the **Contract Amount** to Contractor in accordance with the **Contract Documents**.
5. Invoicing: Contractor will promptly provide a copy of its Form W-9 and invoice template to County upon request. Contractor must submit an invoice to the County by the fifteenth (15th) day of the month following completion of the Work. All invoices submitted require the following components: Contractor's name and address (submitted W-9 address must match remit address), detailed description of services, dates of services, itemization of labor and materials costs, "Bill to: Boulder County" language, payment remittance address, payer, name and address, date of invoice, unique invoice number, and total amount due. Contractor must send all completed invoices to the **Invoice Contact** in the **Details Summary**. Email delivery is preferred by the County; County may require delivery of invoices by email. Failure to submit invoices in a timely manner and in accordance with the terms of this Contract may cause a delay in payment. County may recoup any damages incurred because of Contractor's failure to submit invoices pursuant to the terms of this paragraph. County's acceptance or payment of an invoice will not constitute acceptance of any Work performed under this Contract.
6. Extra Time to Complete the Work: If Contractor cannot complete the Work by the **Expiration Date**, Contractor may request extra time to complete the Work. County, in its sole discretion, may grant Contractor additional time to complete the Work and, if so, will provide Contractor with written notice of the amount of extra time granted. County granting extra time to complete the Work will not entitle Contractor to additional compensation from County. This Contract will remain in full force and effect during any time period that Contractor is permitted to finish completing the Work.

7. Extension of Contract Term (Additional Work): Upon mutual agreement of the Parties, this Contract may be extended until the **Final End Date**. During any extended **Contract Term**, the terms of this Contract will remain in full force and effect, unless otherwise amended in writing by the Parties. Where the Contractor will provide additional services for additional compensation beyond the initial **Contract Amount**, the Parties must execute a written amendment before the then-current **Expiration Date**. If necessary, the written amendment will incorporate an updated Scope of Work and updated Fee Schedule as exhibits. Contractor must provide a current Certificate of Insurance to the County that complies with the **Insurance Requirements** of this Contract, if any, prior to any extended **Contract Term**.

8. Schedule of Work: County may designate the hours (on a daily or weekly basis) during which Contractor can perform the Work, strictly for the purposes of minimizing inconvenience to the County and interference with County operations. Contractor will otherwise set its own work schedule.

9. Indemnity: Contractor will be liable for any damages to persons or property caused by or arising out of the actions, obligations, or omissions of Contractor, its employees, agents, representatives or other persons acting under Contractor's direction or control in performing or failing to perform the Work under this Contract. Contractor will indemnify and hold harmless County, its elected officials and appointed department heads, and its employees, agents and representatives (the "indemnified parties"), from any and all liability, claims, demands, actions, damages, losses, judgments, costs or expenses, including 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 Contractor, its employees, agents or representatives, or other persons acting under Contractor's direction or control. This indemnification obligation will extend to claims based on Contractor's unauthorized use or disclosure of confidential information and intellectual property infringement. County will not be obligated to indemnify or defend Contractor under any circumstances. Contractor's obligations under this provision shall survive expiration or termination of this Contract. Nothing contained in this Contract or the **Contract Documents** is intended to limit or restrict the indemnification rights or obligations of any Party under this provision, or damages available for breaches of the obligations herein.

10. Nondiscrimination: Contractor will 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 concerning discrimination and unfair employment practices. 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. Contractor must require that its subcontractors, if any, similarly comply with all applicable laws concerning discrimination and unfair employment practices.

11. Information and Reports: Contractor will provide to authorized County, State, and Federal government representatives all information and reports that may be required for any purpose authorized by law. Contractor will permit access to such representatives to Contractor's facilities, books, records, accounts, and any other relevant sources of information. Where information required by a representative is in the exclusive possession of a person or entity other than Contractor, Contractor must so certify to the County and explain what efforts it has made to obtain the information.

12. Independent Contractor: Contractor is an independent contractor for all purposes in performing the Work. Contractor is not an employee of the County for any purpose, including the

Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the Colorado Workers' Compensation Act, the Colorado Unemployment Insurance Act, and the Public Employees Retirement Association. Accordingly, County will not withhold or pay any income tax, payroll tax, or retirement contribution of any kind on behalf of Contractor or Contractor's employees. As an independent contractor, Contractor is responsible for employing and directing such personnel and agents as it requires to perform the Work. Contractor will exercise complete authority over its personnel and agents and will be fully responsible for their actions.

13. Termination for Non-Appropriation: The other provisions of this Contract notwithstanding, the County is prohibited by law from making commitments beyond the current fiscal year. Payment to Contractor beyond the current fiscal year is contingent on the appropriation and continuing availability of funding in any subsequent year. County has reason to believe that sufficient funds will be available for the full **Contract Term**. Where, however, funds are not allocated for any fiscal period beyond the current fiscal year, County may terminate this Contract without penalty by providing seven (7) days' written notice to Contractor.

14. Termination for Breach: Either Party's failure to perform any of its material obligations under this Contract, in whole or in part or in a timely or satisfactory manner, will be a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) days after the institution of such proceeding, will also constitute a breach. In the event of a breach, the non-breaching Party may provide written notice of the breach to the other Party. If the notified Party does not cure the breach, at its sole expense, within thirty (30) days after delivery of notice, the non-breaching Party may exercise any of its remedies provided under this Contract or at law, including immediate termination of this Contract.

15. Termination for Convenience: County may terminate this Contract, in whole or in part, for any reason, upon seven (7) days' advance written notice to Contractor.

16. Remedies for Non-Performance: If Contractor fails to perform any of its obligations under this Contract, County may, at its sole discretion, exercise one or more of the following remedies, which shall survive expiration or termination of this Contract:

a. Suspend Performance: County may require that Contractor suspend performance of all or any portion of the Work pending necessary corrective action specified by the County and without entitling Contractor to an increase in compensation or extension of the performance schedule. Contractor must promptly stop performance and incurring costs upon delivery of a notice of suspension by the County.

b. Withhold Payment Pending Corrections: County may permit Contractor to correct any rejected Work at the County's discretion. Upon County's request, Contractor must correct rejected work at Contractor's sole expense within the time frame established by the County. Upon completion of the corrections satisfactory to the County, County will remit payment to Contractor.

c. Deny Payment: County may deny payment for any Work that does not comply with the requirements of the Contract or that Contractor otherwise fails to provide or complete, as determined by the County in its sole discretion. Upon County request, Contractor will promptly refund any amounts prepaid by the County with respect to such non-compliant Work.

d. Removal: Upon County 's request, Contractor will remove any of its employees or agents from performance of the Work, if County, in its sole discretion, deems any such person to be incompetent, careless, unsuitable, or otherwise unacceptable.

17. Binding Arbitration Prohibited: County does not agree to binding arbitration by any extra-judicial body or person.

18. Conflicts of Interest: Contractor must not engage in any business or personal activities or practices or maintain any relationships that conflict in any way with the full performance of Contractor's obligations.

19. Notices: All notices provided under this Contract must be in writing and sent by Certified U.S. Mail (Return Receipt Requested), electronic mail, or hand-delivery to the other Party's **Contact** at the address specified in the **Details Summary**. For certified mailings, notice periods will begin to run on the day after the postmarked date of mailing. For electronic mail or hand-delivery, notice periods will begin to run on the date of delivery.

20. 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, including but not limited to: C.R.S. § 38-26-107, which requires withholding funds where the County receives a claim for payment from a supplier or subcontractor of Contractor upon notice of final settlement (required for public works contracts that exceed \$150,000); C.R.S. § 8-17-101 et seq.; C.R.S. § 18-8-301, et seq.; and C.R.S. § 18-8-401, et seq.

21. Public Contracts for Services (C.R.S. §§ 8-17.5-101, et seq.): Contractor hereby certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and further certifies that it will confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Contract by participating in the E-Verify Program established under Pub. L. 104-28 or the department verification program established under C.R.S. § 8-17.5-102(5)(c). Contractor (i) shall not knowingly employ or contract with an illegal alien to perform work under this Contract; (ii) 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 Contract; (iii) has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in the E-Verify program or department program; (iv) is prohibited from using either the E-Verify program or department program procedures to undertake preemployment screening of job applicants while this Contract is being performed; and (v) shall comply with any reasonable request by the department made in the course of an investigation that the Colorado Department of Labor and Employment is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5). If Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, Contractor shall (a) notify the subcontractor and County within three (3) days that Contractor has actual knowledge that subcontractor is employing or contracting with an illegal alien; and (b) terminate the subcontract if, within three (3) days of receiving notice hereunder, subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. Contractor's violation of this provision will constitute a material breach of this Contract, entitling the County to terminate the contract for breach. If this

Contract is so terminated, Contractor shall be liable for actual and consequential damages to the County.

22. Entire Agreement/Binding Effect/Amendments: This Contract represents the complete agreement between the Parties and is fully binding upon them and their successors, heirs, and assigns, if any. This Contract terminates any prior agreements, whether written or oral in whole or in part, between the Parties relating to the Work. This Contract may be amended only by a written agreement signed by both Parties.

23. Assignment/Subcontractors: This Contract may not be assigned or subcontracted by Contractor without the prior written consent of the County. If Contractor subcontracts any of its obligations under this Contract, Contractor will remain liable to the County for those obligations and will also be responsible for subcontractor's performance under, and compliance with, this Contract.

24. Governing Law/Venue: The laws of the State of Colorado govern the construction, interpretation, performance, and enforcement of this Contract. Any claim relating to this Contract or breach thereof may only be brought exclusively in the Courts of the 20th Judicial District of the State of Colorado and the applicable Colorado Appellate Courts.

25. Breach: The failure of either Party to exercise any of its rights under this Contract will not be deemed to be a waiver of such rights or a waiver of any breach of the Contract. All remedies available to a Party in this Contract are cumulative and in addition to every other remedy provided by law.

26. Severability: If any provision of this Contract becomes inoperable for any reason but the fundamental terms and conditions continue to be legal and enforceable, then the remainder of the Contract will continue to be operative and binding on the Parties.

27. Third-Party Beneficiary: Enforcement of the terms and conditions and all rights and obligations of this Contract are reserved to the Parties. Any other person receiving services or benefits under this Contract is an incidental beneficiary only and has no rights under this Contract. Notwithstanding, where the beneficiary **Department** is led by an Elected Official, such Elected Official shall be considered a third-party beneficiary.

28. Colorado Open Records Act: County may disclose any records that are subject to public release under the Colorado Open Records Act, C.R.S. § 24-72-101, et seq.

29. Conflict of Provisions: If there is any conflict between the terms of the main body of this Contract and the terms of any of the **Contract Documents**, the terms of the main body of the Contract will control.

30. 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.

31. Representations and Warranties: Contractor represents and warrants the following:
a. Execution of this Contract and performance thereof is within Contractor's duly authorized powers;
b. The individual executing this Contract is authorized to do so by Contractor;

c. 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 Contractor; and

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

32. Legal Compliance: Contractor assumes full responsibility for obtaining and maintaining any permits and licenses required to perform the Work. Contractor's performance under this Contract and the Work itself will comply with all Federal, State, and local laws, regulations, ordinances and codes.

33. Litigation Reporting: Contractor is not currently involved in any action before a court or other administrative decision-making body that could affect Contractor's ability to perform the Work. Contractor will promptly notify the County if Contractor is served with a pleading or other document in connection with any such action.

34. Tax Exemption: County is exempt from payment of Federal, State, and local government taxes. Contractor shall collect no tax from the County, and the County shall not be liable to pay any taxes imposed on Contractor. County shall provide its tax exemption status information to Contractor upon request.

35. Delegation of Authority: The Parties acknowledge that the Board of County Commissioners has delegated authority to the Department Head or Elected Official that leads the beneficiary **Department** and their designees to act on behalf of the County under the terms of this Contract, including but not limited to the authority to terminate this Contract.

36. Ownership of Work Product: All work product, property, data, documentation, information or materials conceived, discovered, developed or created by Contractor pursuant to this Contract ("Work Product") will be owned exclusively by the County. To the extent possible, any Work Product will be deemed to be a work made for hire. Contractor unconditionally and irrevocably transfers and assigns to the County all right, title and interest in and to any Work Product.

37. Publicity Releases: Contractor will not refer to this Contract or the County in commercial advertising without prior written consent of the County. This provision shall survive expiration or termination of this Contract.

38. Execution by Counterparts; Electronic Signatures: This Contract may be executed in multiple counterparts, each of which will be deemed an original, but all of which will constitute one agreement. The Parties approve the use of electronic signatures, governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24 71.3 101 to 121. The Parties will not deny the legal effect or enforceability of this Contract solely because it is in electronic form or because an electronic record was used in its creation. The Parties will not object to the admissibility of this Contract in the form of electronic record, or paper copy of an electronic document, or paper copy of a document bearing an electronic signature, because it is not in its original form or is not an original.

39. Limitation on Public Statements and Lobbying Activity. During the term of this Contract, Contractor may receive from the County its confidential data, work product, or other privileged or confidential information that is protected by law. To maintain the fact and appearance of absolute objectivity, Contractor shall not, without the prior written consent of the County, which shall not

be unreasonably withheld, do any of the following: (a) disclose information obtained because of this contractual relationship to any third party; (b) lobby any State or Federal agency on any pending matter while this Contract is effective; or (c) make any public statements or appear at any time to give testimony at any public meeting on the subject matters regarding which Contractor is or was retained by the County. County may set reasonable conditions on any disclosure authorized by the County under this provision. Notwithstanding, Contractor may make disclosures as required by law, and to law enforcement officials in connection with any criminal justice investigation.

40. Sustainability: County encourages Contractor to consider the procurement and use of environmentally preferable products and services while performing services under this Contract. "Environmentally preferable purchasing" means making purchasing choices for products and services that have a lesser or reduced adverse effect on human health and the environment when compared with competing products and services that serve the same purpose. Environmentally preferable purchasing is consistent with the County's commitment to protecting our air, water, soil, and climate for current and future generations. County encourages Contractor to incorporate the following actions into Contractor's performance of the Work: environmentally preferable supplies and services; conservation of water; efficient energy use; waste prevention; reuse and recycle construction and de-construction materials in a manner that maximizes reuse of materials; sustainable transportation choices, including consideration to business communication software such as Skype alternative to air travel and public transit or carpooling for in-person meetings; pollution prevention; low toxicity for public health & safety; and reduced emissions to address climate change.

41. Limitation of Liability: COUNTY SHALL NOT BE LIABLE TO CONTRACTOR FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES ARISING FROM OR RELATING TO THIS CONTRACT, REGARDLESS OF ANY NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. COUNTY'S AGGREGATE LIABILITY, IF ANY, ARISING FROM OR RELATED TO THIS CONTRACT, WHETHER IN CONTRACT, OR IN TORT, OR OTHERWISE, IS LIMITED TO, AND SHALL NOT EXCEED, THE AMOUNTS PAID OR PAYABLE HEREUNDER BY COUNTY TO CONTRACTOR. ANY CONTRACTUAL LANGUAGE LIMITING CONTRACTOR'S LIABILITY SHALL BE VOID.

42. Insurance Requirements: Prior to commencing the Work, Contractor will provide a Certificate of Insurance to the County demonstrating adequate insurance coverage as required by this paragraph. All policies evidencing coverage required by the Contract will be issued by insurance companies satisfactory to the County. Contractor will forward Certificates of Insurance directly to the **County Department** and **Contact** listed in the **Details Summary**.

a. For the entire duration of this Contract including any extended or renewed terms, and longer as may be required by this Contract, Contractor shall procure and maintain at its own expense, and without cost to the County, the following kinds and minimum amounts of insurance to insure the liability risks that Contractor has assumed under this Contract:

i. **Commercial General Liability**

Coverage should be provided on an Occurrence form, ISO CG0001 or equivalent. The policy shall be endorsed to include Additional Insured Owners, Lessees or Contractors endorsements CG 2038 (or equivalent), Designated Construction Project(s) General Aggregate Endorsement CG2503 (or equivalent) and Additional Insured Completed Operations for Owners, Lessees or Contractors 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 the Products/Completed Operations coverage to be provided 3 years after completion of construction. An endorsement must be included with the certificate.

ii. **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.

iii. **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.

iv. **Umbrella / Excess Insurance**

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

v. **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.

vi. **Pollution Liability**

Coverage pay for those sums the Contractor becomes legally obligated to pay as damages because of Bodily Injury, Property Damage or environmental Damage arising out of a pollution incident caused by the Contractor's work including Completed Operations. Coverage shall include emergency response expenses, pollution liability during transportation (if applicable) and at Non-Owned Waste Disposal Site (if applicable). The Minimum limits required are \$1,000,000 Per Occurrence/Loss and \$1,000,000 Policy 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. County shall be named as an additional insured for ongoing operations and completed operations.

b. **Boulder County as Additional Insured:** Boulder County shall be named as an additional insured for General Liability, Umbrella/Excess Liability, and Pollution Liability, as designated in this Contract. Additional insured shall be endorsed to the policy.

THE ADDITIONAL INSURED WORDING SHOULD BE AS FOLLOWS: *County of Boulder, State of Colorado, a body corporate and politic, is named as Additional Insured.*

c. Notice of Cancellation: Each insurance policy required by this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days' prior written notice has been given to the County except when cancellation is for non-payment of premium, then ten (10) days' prior notice may be given. If any insurance company refuses to provide the required notice, Contractor or its insurance broker shall notify the County any cancellation, suspension, or nonrenewal of any insurance policy within seven (7) days of receipt of insurers' notification to that effect.

d. Insurance Obligations of County: County is not required to maintain or procure any insurance coverage beyond the coverage maintained by the County in its standard course of business. Any insurance obligations placed on the County in any of the **Contract Documents** shall be null and void.

e. Deductible: Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of Contractor.

f. Primacy of Coverage: Coverage required of Contractor and its subcontractors, if any, shall be primary over any insurance or self-insurance program carried by the County.

g. Subrogation Waiver: All insurance policies in any way related to this Contract secured or maintained by Contractor as required herein shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against County, its organizations, officers, agents, employees, and volunteers.

43. Notice to Proceed: The Parties agree that time is of the essence and work shall after a "Notice to Proceed" has been issued by the County and in accordance with the terms therein.

44. Change Orders: If unforeseen modifications or changes are required, Contractor may submit a Change Order request to County, which must include a complete description, timeline, and fee schedule for the proposed work. Change Orders are not effective until approved by County in writing.

45. Permits/Licenses/Code Compliance: Prior to starting the Work, Contractor will identify and obtain, and maintain during this Contract, all permits and licenses necessary to perform the Work. Contractor agrees to hold all necessary license(s) which permits the performance of the services in this Contract. Contractor shall comply with all State and local codes. Contractor is responsible for locating all public utilities, as necessary. Contractor shall require its subcontractors to comply with this provision. HVAC, roofing, and general contractors must be licensed through Boulder County Land Use. Electricians and plumbers must be licensed through the State and registered with Boulder County Land Use Building Safety and Inspection Division. Architects, Professional Engineers and Professional Land Surveyors must be fully-licensed through the State. All required permits and licenses must be provided to County prior to Contractor beginning the Work.

46. Stormwater Quality Protection Requirements: Contractor will take all measures necessary to prevent pollutants from entering storm drains and watercourses. To eliminate stormwater pollution, Contractor shall implement effective Best Management Practices (BMPs). BMPs include general good housekeeping practices, appropriate scheduling of activities, operational

practices, maintenance procedures and other measures to prevent the discharge of pollutants directly or indirectly to the storm drain system. These BMPs shall be maintained for the duration of this Contract. Contractor shall also be responsible for proper disposal of all waste materials, including wastes generated by the implementation of BMPs. Contractor shall otherwise comply with the Federal Clean Water Act, Colorado Water Quality Control Act, and Boulder County's local Clean Water Act, Illegal Discharge Ordinance (No. 2012-4). For work performed in urbanized areas, Contractor must comply with the requirements of MS4 permit (COR090000), which is available through the Colorado Department of Public Health and Environment.

47. Guaranties and Warranties: Upon completion of the Work, Contractor will provide County with a written guaranty covering all labor, materials and workmanship incorporated into the Work for one year, in addition to any other warranties or guaranties as required by the specifications; the specifications may require warranties or guaranties that exceed one year. Final payment upon completion of the Work will not relieve Contractor of responsibility for faulty material or workmanship, which County may require Contractor to fix at Contractor's sole expense, in addition to County's other remedies.

48. Sustainability: County encourages Contractor to reuse and recycle construction and deconstruction materials in a manner that maximizes reuse of materials. County requires Contractor to consider the procurement and use of environmentally preferable products and services for the scope of this Contract. "Environmentally preferable purchasing" means making purchasing choices for products and services that have a lesser or reduced adverse effect on human health and the environment when compared with competing products and services that serve the same purpose. Environmentally preferable purchasing is consistent with Boulder County's commitment to protecting our air, water, soil, and climate for current and future generations.

49. Retainage: County may retain partial payment pending completion and County acceptance of the Work as satisfactory and complete. For contracts that exceed \$150,000, the retention rate shall not exceed five percent (5%). C.R.S. § 24-91-103. Contractor is responsible for submitting a final invoice for any retainage held by County.

50. Bonds: Upon County's request, Contractor shall obtain and deliver to County payment and performance bonds each equal to 100% of the total Contract. Bonds shall be executed by a qualified corporate surety and must be acceptable to County. County reserves the right to accept other acceptable forms of surety in lieu of a bond, and to reduce the bond requirements set forth herein consistent with C.R.S. § 38-26-106.

51. Notice of Final Settlement: Prior to remitting final payment to Contractor, County shall publish a Notice of Final Settlement in accordance with C.R.S. § 38-26-107. Final payment will be rendered in accordance with the statute and the other terms of this Contract. Final payment will not be rendered until County, in its sole discretion, determines satisfactory completion of the Work.

52. Determination of Unit Prices: County will determine the actual quantities and classifications of Unit Price Work performed by Contractor. The Parties will review the County's preliminary determinations before County renders a written decision thereon (by recommendation of an Application for Payment or otherwise), which shall be final and binding upon Contractor.

The value of any Unit Price Work covered by a Change Order or claim for an increase or decrease in the Contract Amount shall be determined by applying the unit prices to the quantities of items.

a. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, the Parties agree that the Contract Amount includes the total cost of Unit Price Work, determined by multiplying the quantity of each item by its unit price. Initial quantity determinations are estimates, which must be adjusted to reflect actual quantities. Contractor shall make a claim in writing to County for any additional amounts owed where actual quantities exceed estimated quantities. Contractor shall provide such written claim within thirty (30) days of providing the items and shall be accompanied by supporting documentation. The written claim shall include a statement that the claimed amount covers all known amounts (direct, indirect and consequential) to which Contractor is owed. County shall only pay Contractor for actual quantities of items provided hereunder.

b. The Parties agree that each unit price adequately covers Contractor's overhead and profit for each item.

53. Upon expiration or termination of this Contract, the obligations which by their nature are intended to survive expiration or termination of this Contract, will survive, including but not limited to the re-seeding and/or re-vegetative obligations set forth in the Scope of Work.

[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.

SIGNED for and on behalf of Boulder County	SIGNED for and on behalf of Contractor
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:
↓↓ <i>For Board-signed documents only</i> ↓↓	
Attest:	<i>Initials</i>
Attestor Name:	
Attestor Title:	

ANNE U. WHITE TRAILHEAD RESTORATION CONSTRUCTION PLANS BOULDER COUNTY

ATTACHMENT-B- JULY, 2019

Applegate Group, Inc.
Water Resource Advisors for the West
1490 West 121st Ave., Suite 100
Denver, CO 80234
(303) 452-6611
Fax: (303) 452-2759
email: info@applegategroup.com Website: www.applegategroup.com

**ANNE U. WHITE TRAILHEAD RESTORATION
COVER SHEET**

BOULDER COUNTY PARKS AND OPEN SPACE

NO	DATE	BY	CHK'D	DESCRIPTION

Date: 09/JUL/19
Job No: 18-123
Drawn: TH
Design: KAB
Checked: SAS
Scale:



Sheet: **1**
Of:

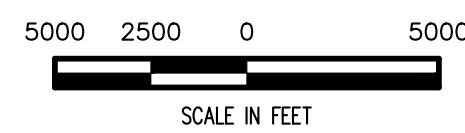
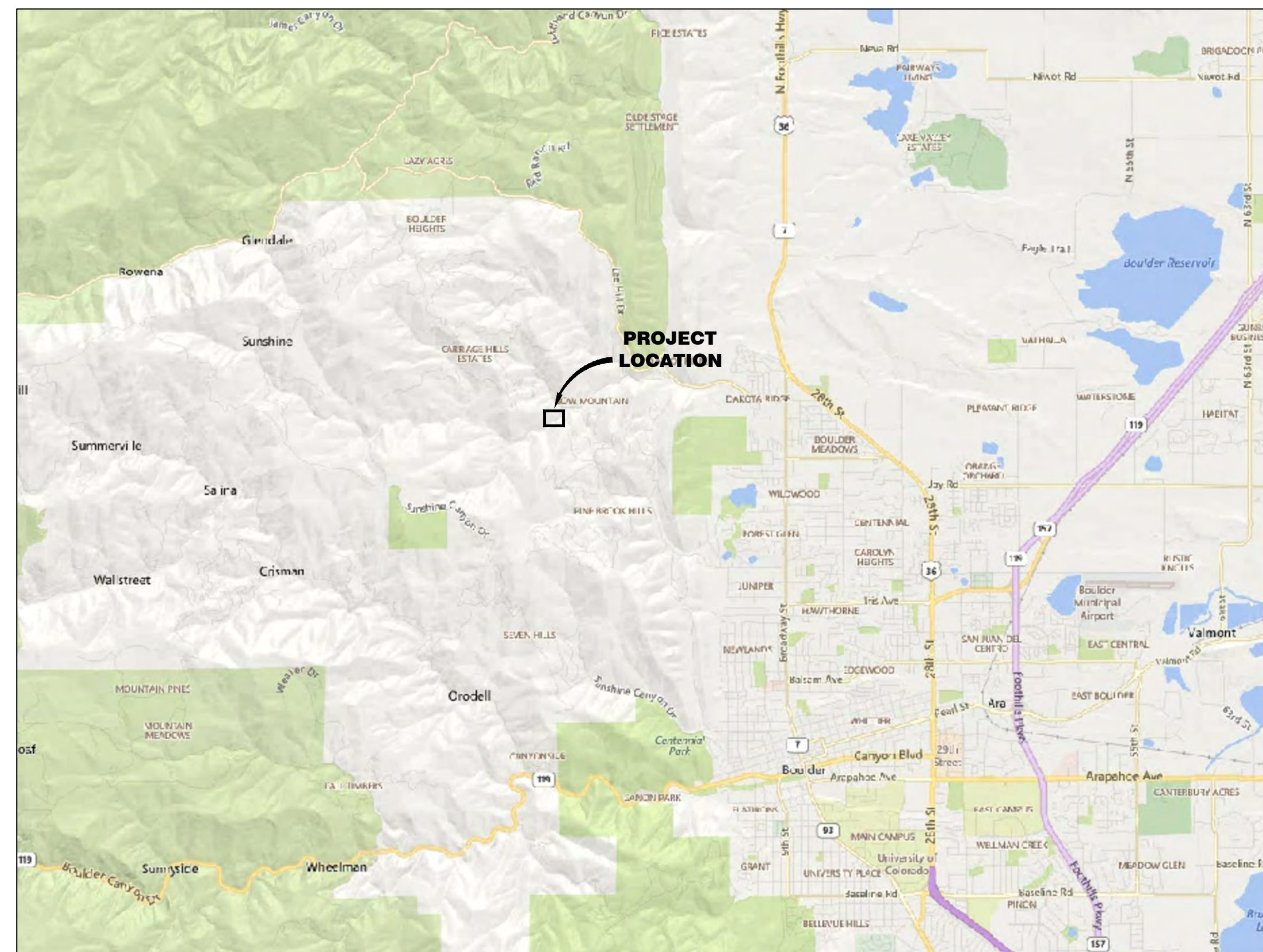
OWNER: BOULDER COUNTY PARKS AND OPEN SPACE
ERIC LANE
5201 ST. VRAIN ROAD
LONGMONT, CO 80503
(303) 413-7077

ENGINEER: APPLGATE GROUP, INC.
STEVE SMITH
1490 W. 121ST AVE
SUITE 100
DENVER, CO 80234
1 (303) 452-6611

SURVEY: LIDAR DATASET
COLORADO GOVERNOR'S OFFICE OF
INFORMATION TECHNOLOGY
ORIGINALLY COLLECTED BY FEMA 04/24/2014

KING SURVEYORS
50 E GARDEN DR
WINDSOR, CO 80550
(970) 686-5011
COLLECTED 11/21/2018

VICINITY MAP
SCALE 1" = 5000'



No.	Sheet Title
1	COVER SHEET
2	EXISTING SITE PLAN
3	PROPOSED SITE PLAN
4	PARKING LOT CENTERLINE PLAN AND PROFILE
5	DRAINAGE DITCH PLAN AND PROFILE
6	SITE CROSS SECTION
7	SITE CROSS SECTION
8	SITE CROSS SECTION
9	REVEGETATION PLAN
10	DETAILS
11	EROSION CONTROL PLAN
12	EROSION CONTROL DETAILS



HORIZONTAL AND VERTICAL DATUM
SYSTEM: US STATE PLANE 1983
ZONE: COLORADO NORTH 0502
DATUM: NAD 1983(CONUS)(MOL)
GEOID MODEL: GEOID12A
GROUND SCALE FACTOR: 1.0003637384

FINAL DESIGN



Applegate Group, Inc.
Water Resource Advisors for the West
1490 West 121st Ave., Suite 100
Denver, CO 80234
(303) 452-4611
Fax: (303) 452-2759
email: info@applegategroup.com Website: www.applegategroup.com

**ANNE U. WHITE
TRAILHEAD RESTORATION
EXISTING SITE PLAN**

**BOULDER COUNTY PARKS
AND OPEN SPACE**

NO	DATE	BY	CHK'D	DESCRIPTION

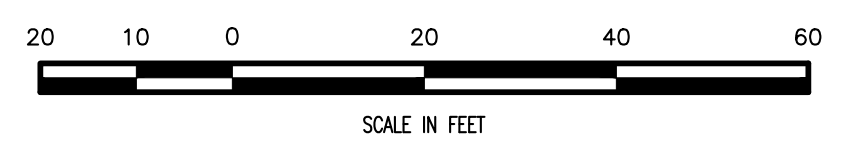
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Job No: 18-123
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Design: KAB
Checked: SAS
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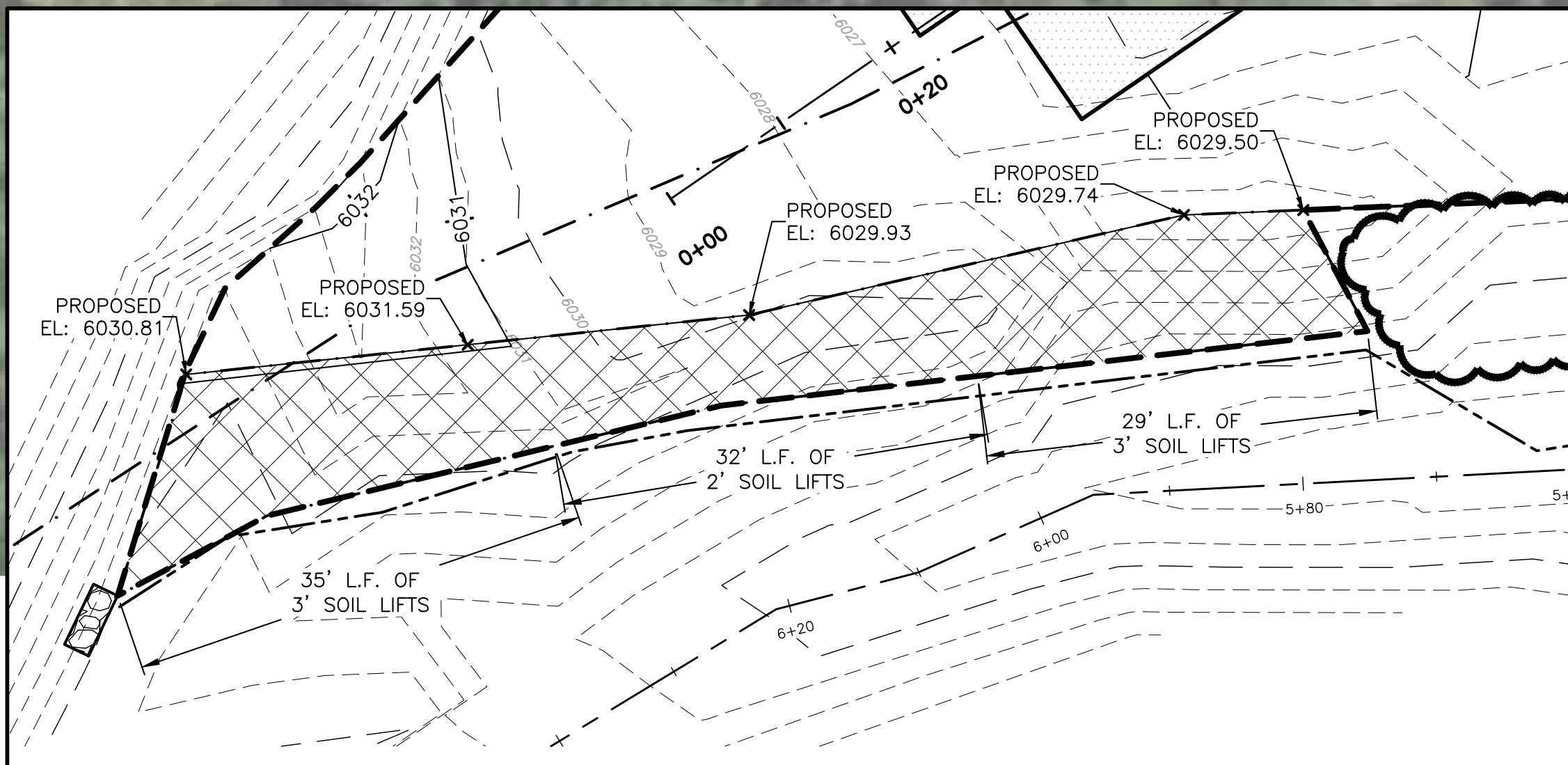
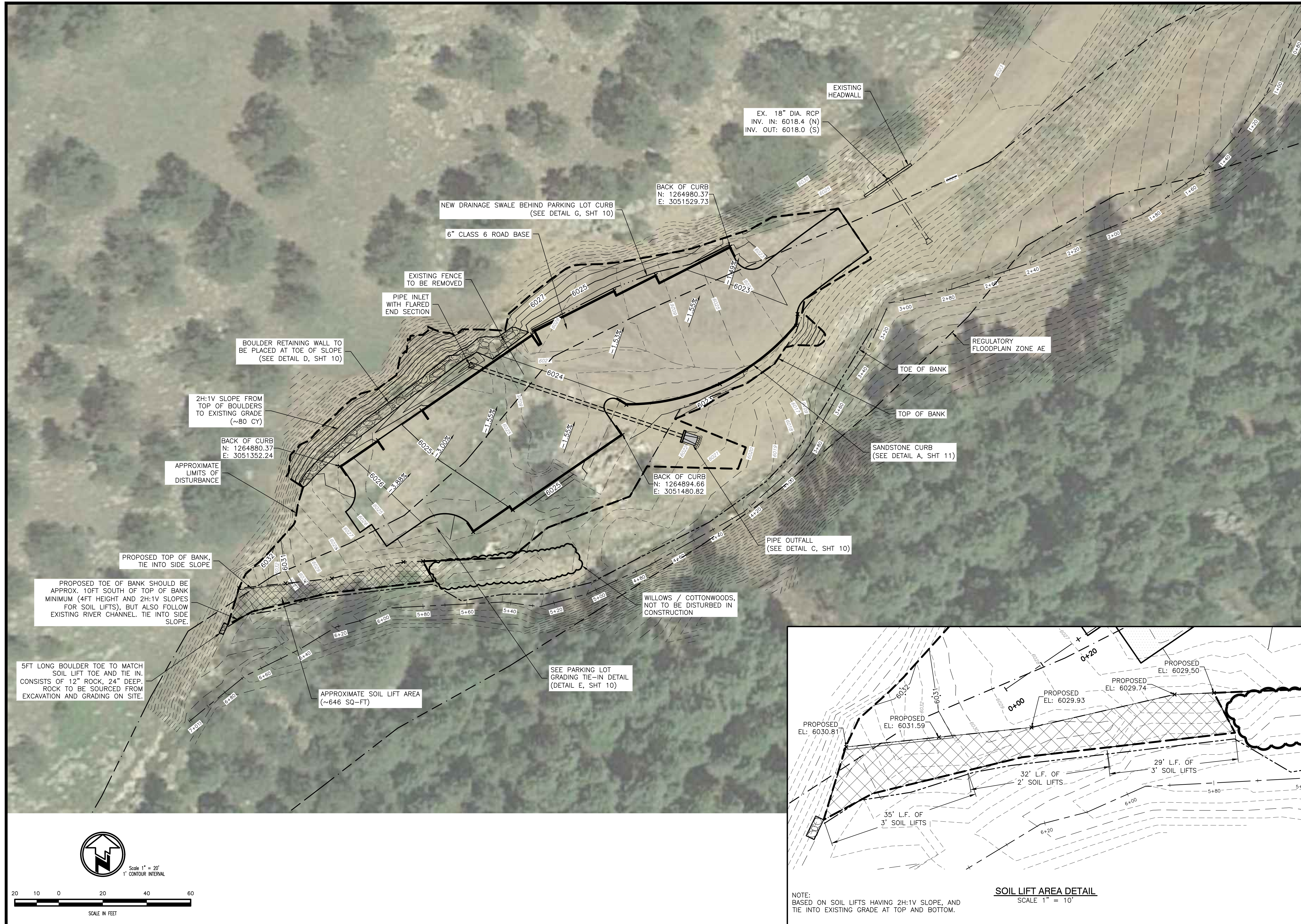
Sheet: **2**
Of:



Scale 1" = 20'
2' CONTOUR INTERVAL

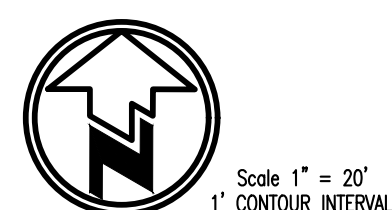


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NOTE:
BASED ON SOIL LIFTS HAVING 2H:1V SLOPE, AND
TIE INTO EXISTING GRADE AT TOP AND BOTTOM.

SOIL LIFT AREA DETAIL
SCALE 1" = 10'



Scale 1" = 20'
1" CONTOUR INTERVAL

**ANNE U. WHITE
TRAILHEAD RESTORATION
PROPOSED SITE PLAN**

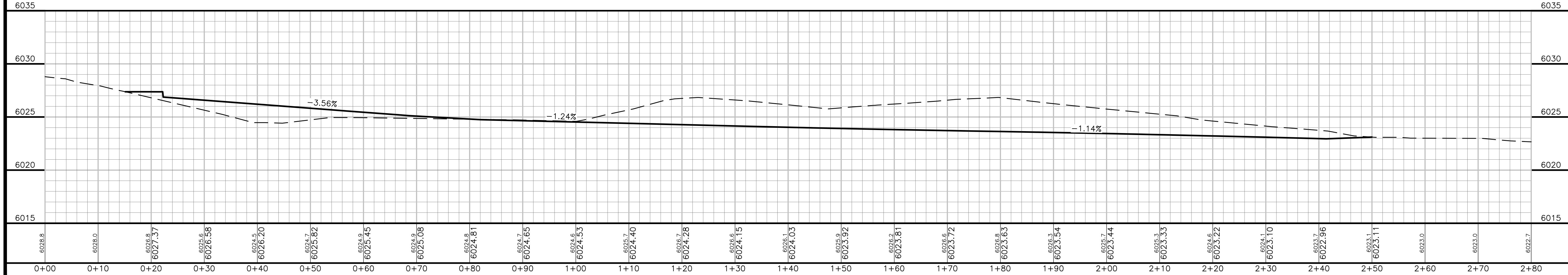
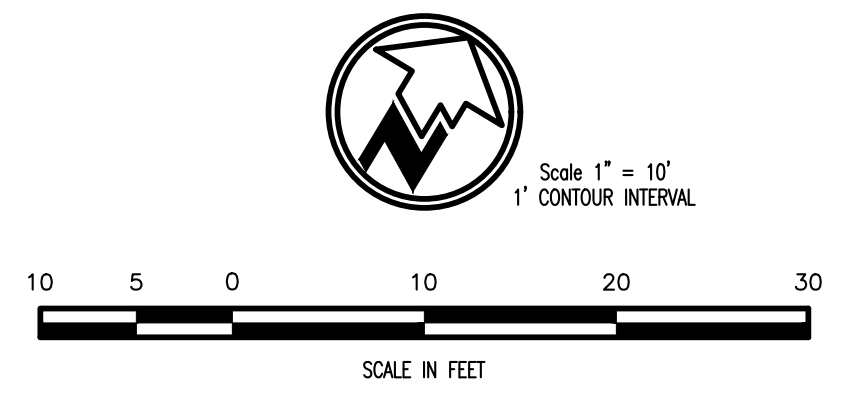
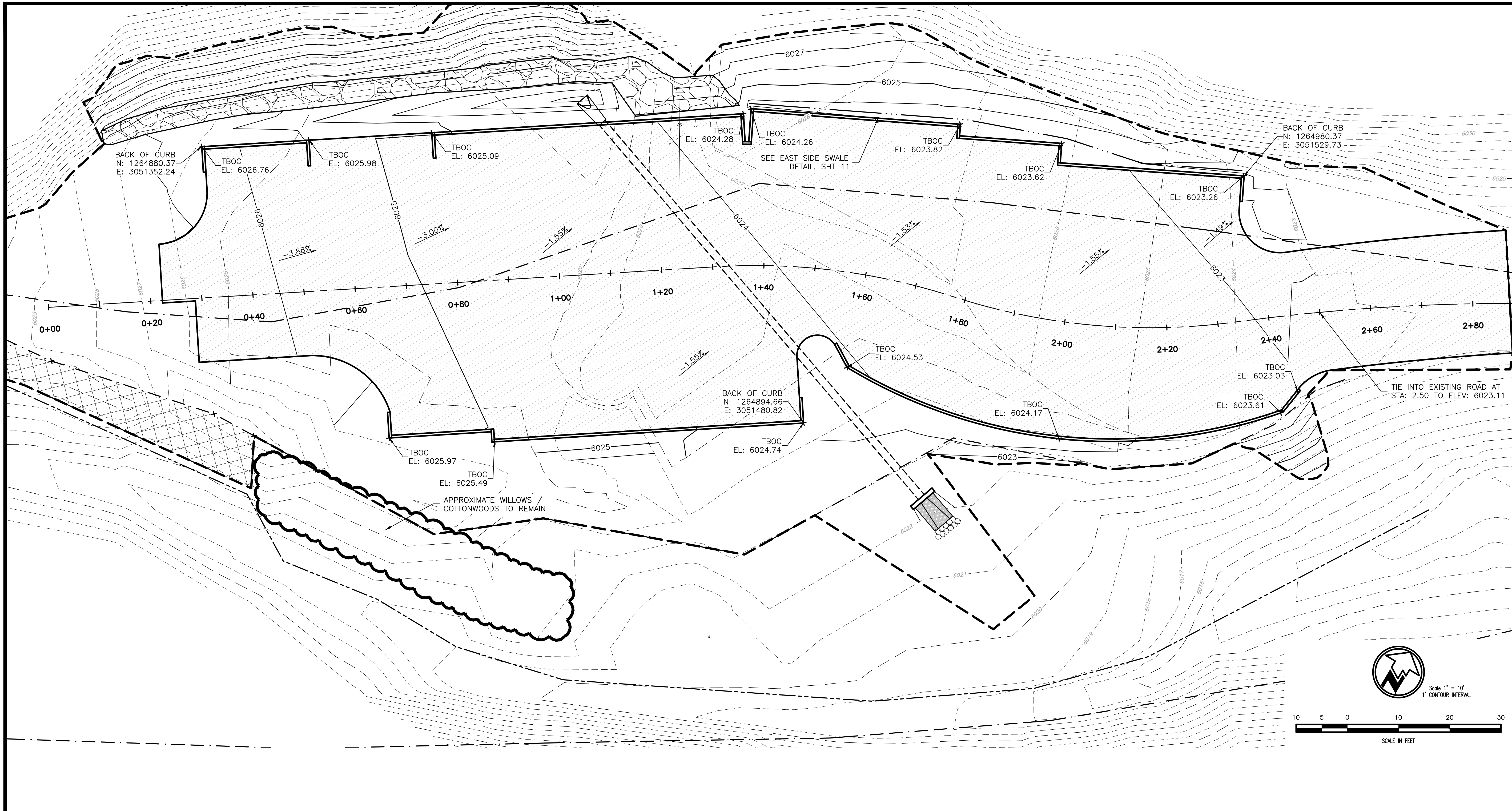
**BOULDER COUNTY PARKS
AND OPEN SPACE
PROPOSED SITE PLAN**

NO	DATE	BY	CHK'D	DESCRIPTION

Date: 09/JUL/19
Job No: 18-123
Drawn: TH
Design: KAB
Checked: SAS
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**ANNE U. WHITE TRAILHEAD RESTORATION
 PARKING LOT CENTERLINE PLAN AND PROFILE**

BOULDER COUNTY PARKS AND OPEN SPACE

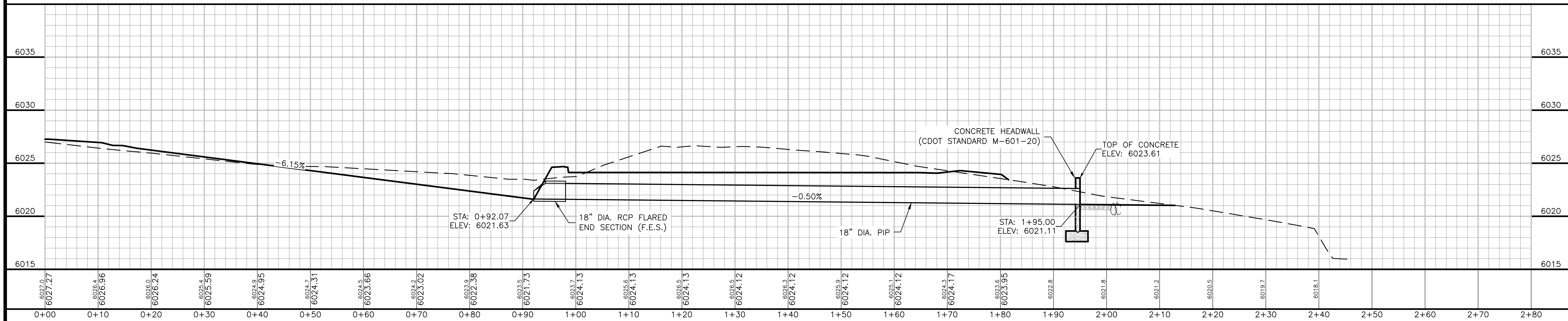
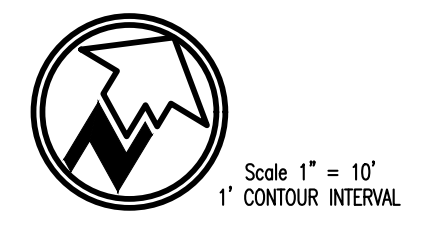
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ANNE U. WHITE
TRAILHEAD RESTORATION
DRAINAGE DITCH
PLAN AND PROFILE

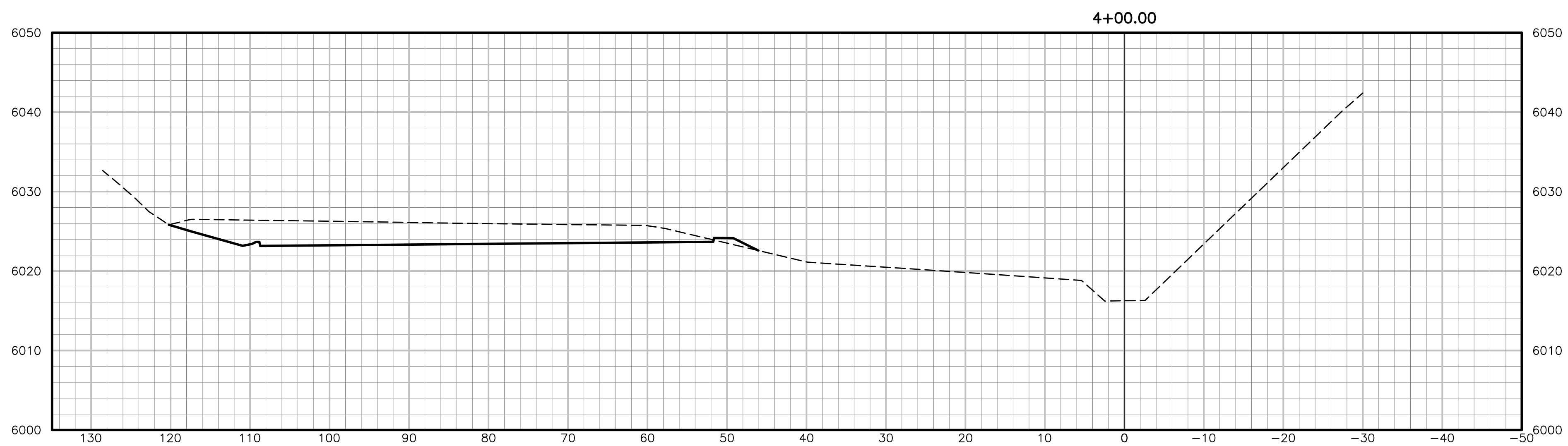
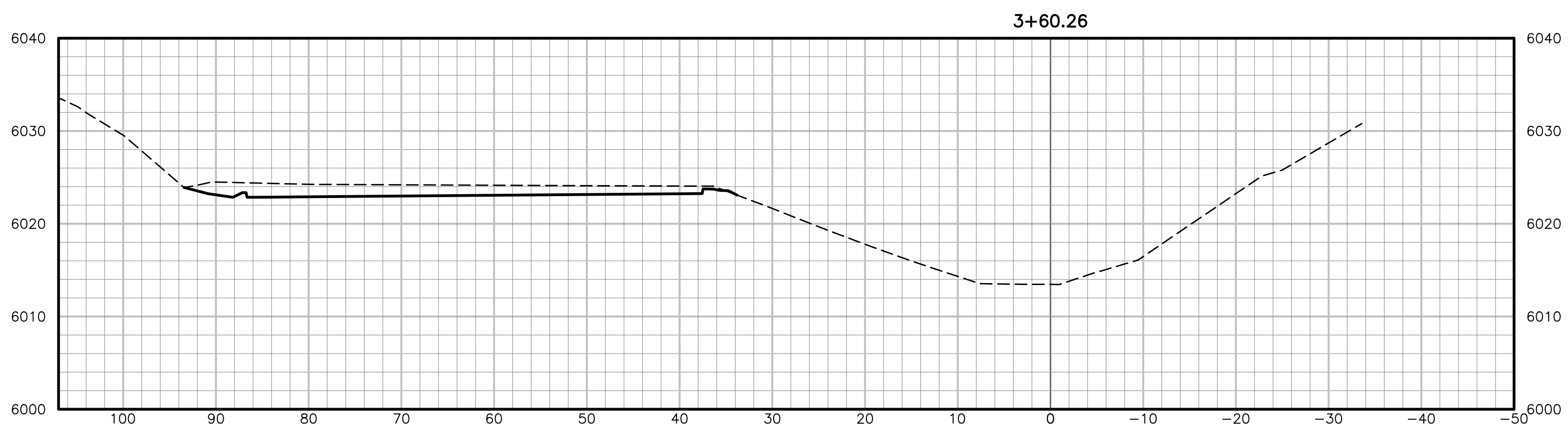
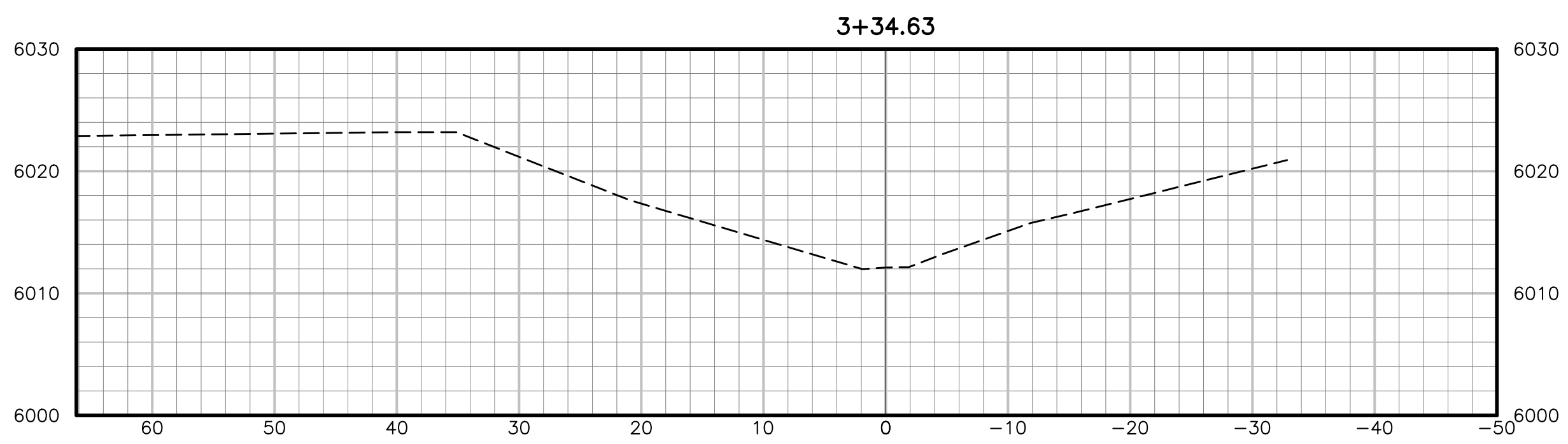
BOULDER COUNTY PARKS
AND OPEN SPACE

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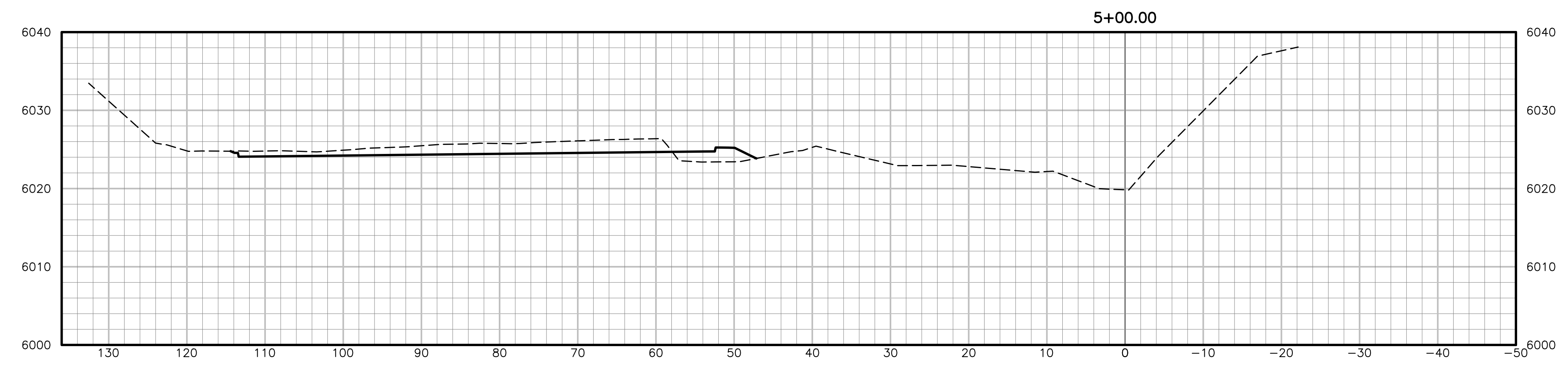
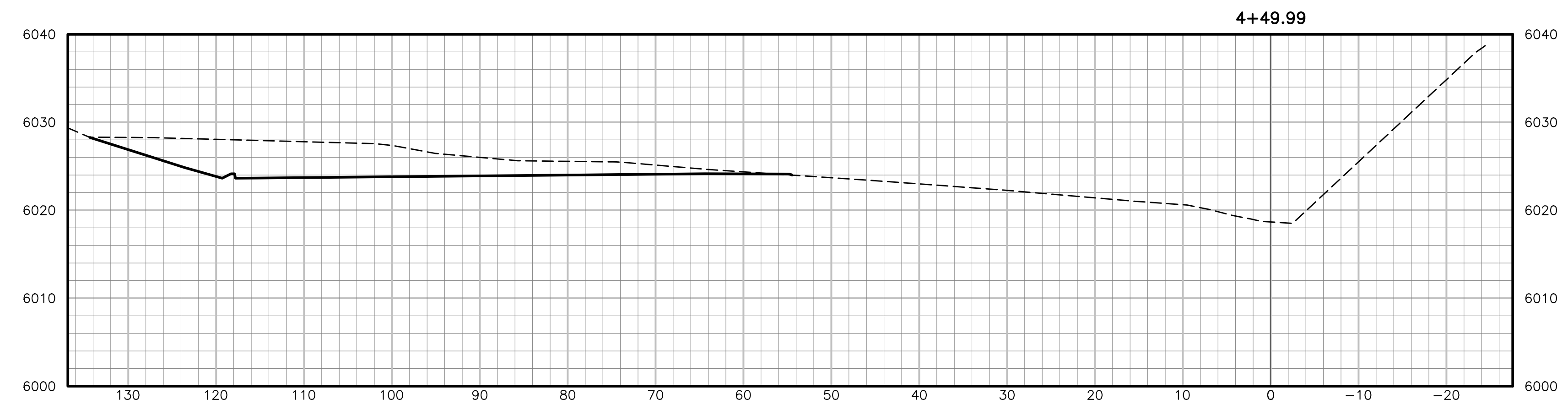
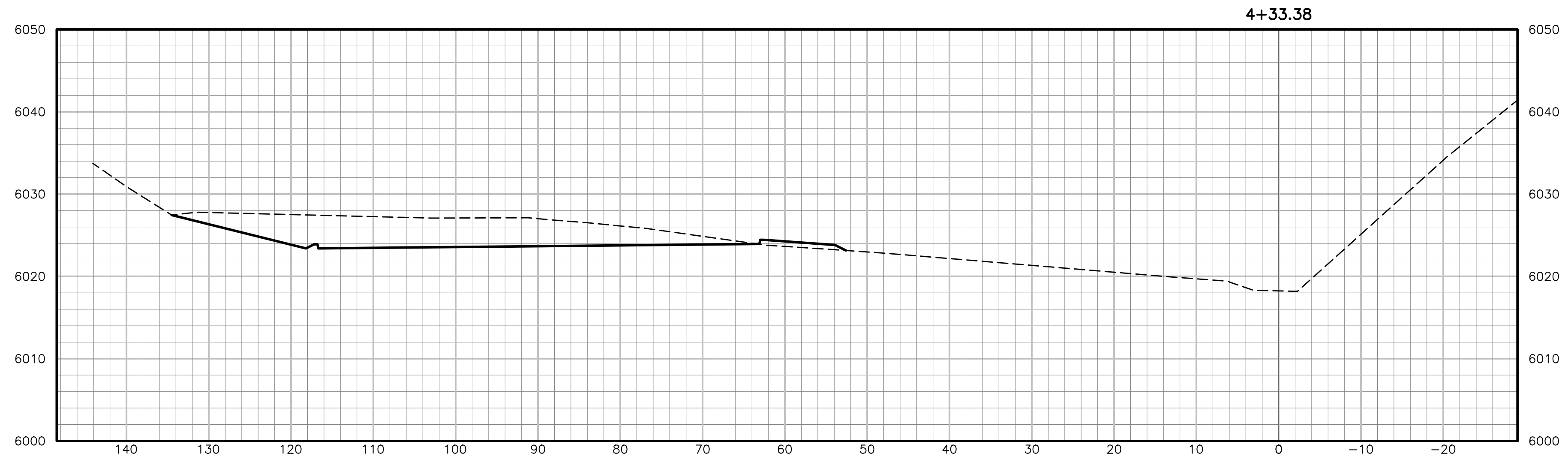


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Date: 09/JUL/19
 Job No: 18-123
 Drawn: TH
 Design: KAB
 Checked: SAS
 Scale: 1"=10'H/1"=5'V



NOTE:
 SECTION STATION BASED ON RIVER
 CENTERLINE (SEE SHT 3)



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ANNE U. WHITE TRAILHEAD RESTORATION SITE CROSS SECTION

BOULDER COUNTY PARKS AND OPEN SPACE

NO	DATE	BY	CHK'D	DESCRIPTION

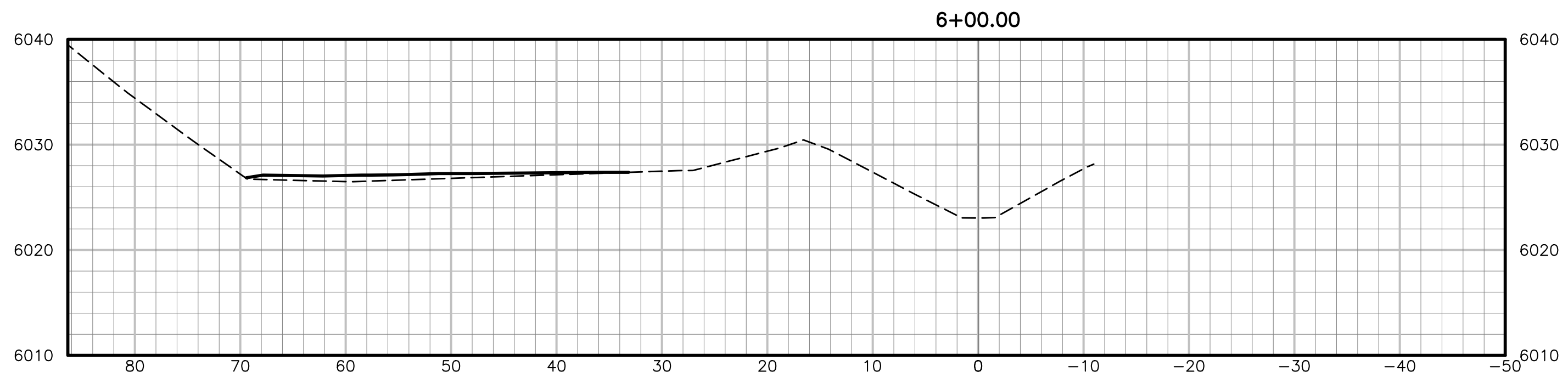
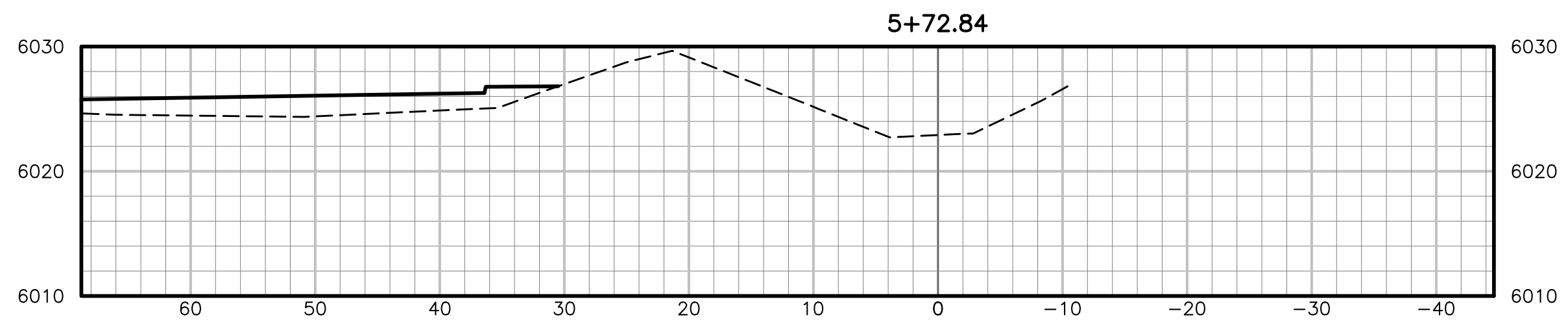
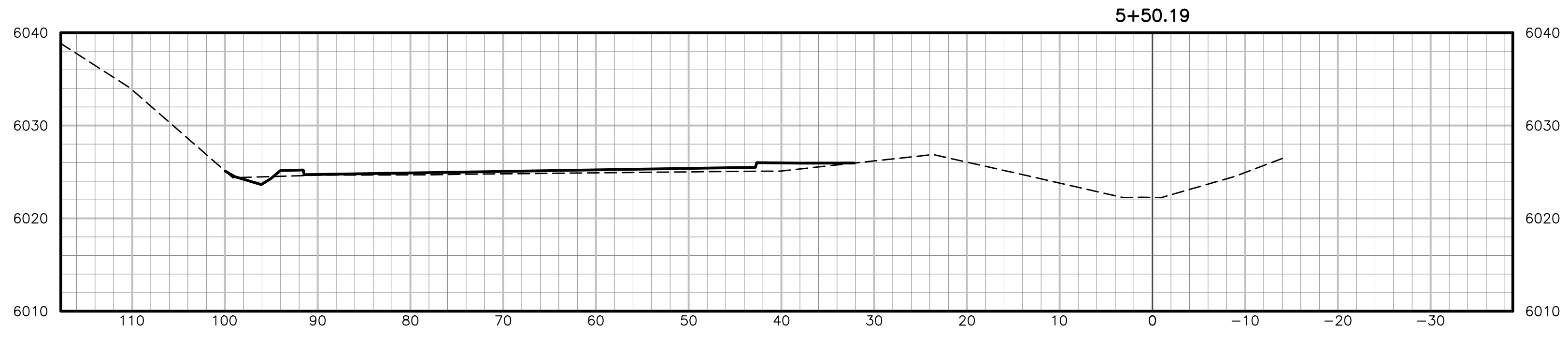
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NOTE: SECTION STATION BASED ON RIVER CENTERLINE (SEE SHT 3)

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**ANNE U. WHITE
 TRAILHEAD RESTORATION
 SITE CROSS SECTION**

**BOULDER COUNTY PARKS
 AND OPEN SPACE**

NO	DATE	BY	CHK'D	DESCRIPTION

Date: 09/JUL/19
 Job No: 18-123
 Drawn: TH
 Design: KAB
 Checked: SAS
 Scale: 1"=10'H/1"=5'V



Sheet: **8**
 Of:

NOTE:
 SECTION STATION BASED ON RIVER
 CENTERLINE (SEE SHT 3)

Plot Date: 07/09/19 - 4:30pm; Plotted by: mskd; Drawing Path: N:\18123 Anne White\Drawings\08011 Plan_Sat\Drawing Name\Proposed\Grading.dwg



ANNE U. WHITE TRAILHEAD RESTORATION REVEGETATION PLAN

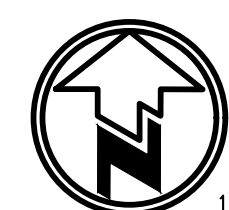
BOULDER COUNTY PARKS AND OPEN SPACE

REVISIONS			
NO	DATE	BY	DESCRIPTION

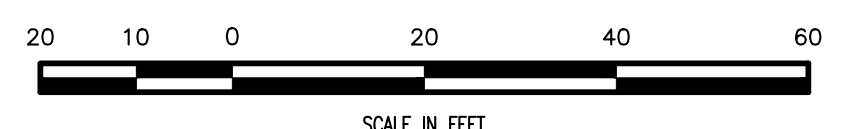
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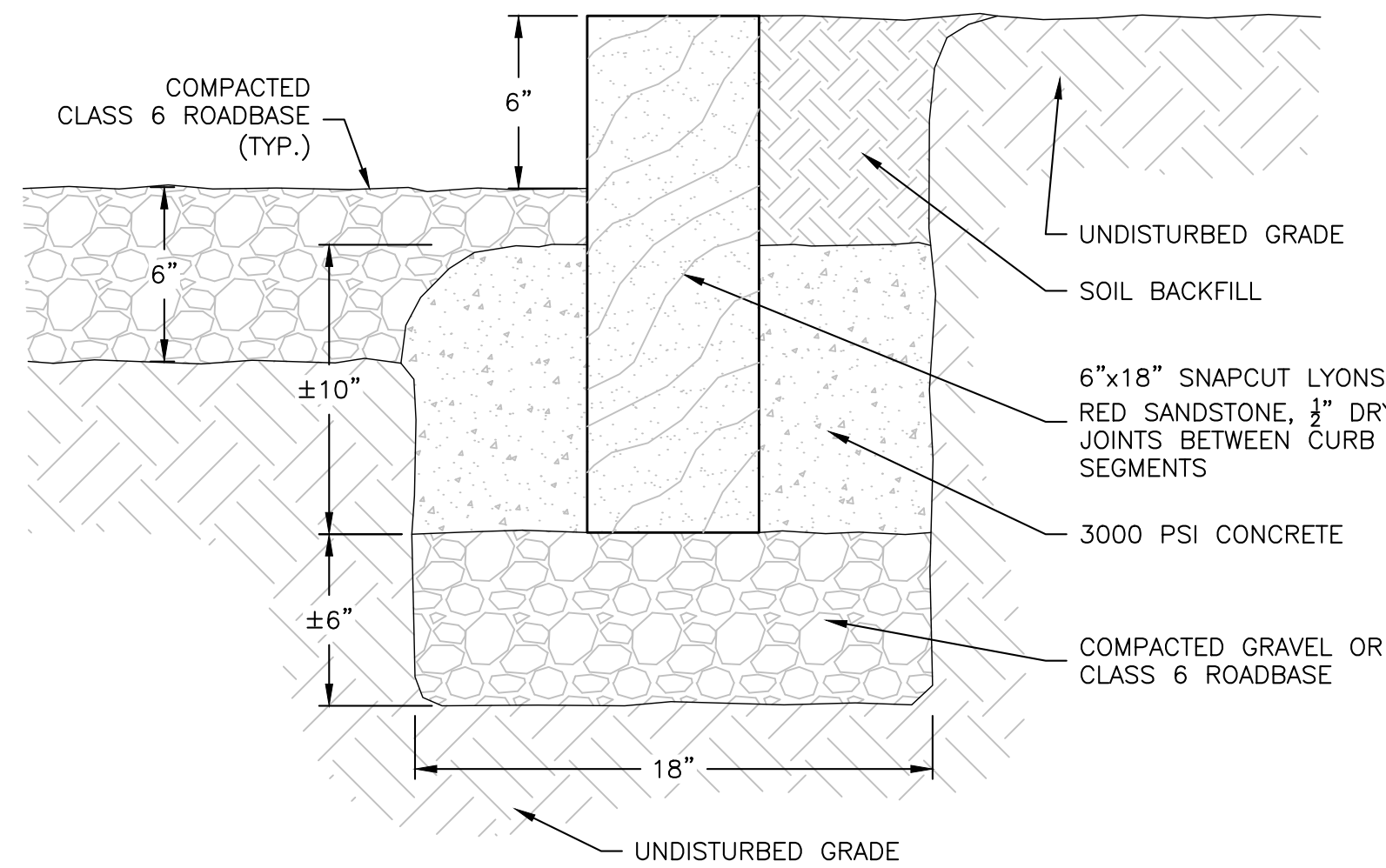
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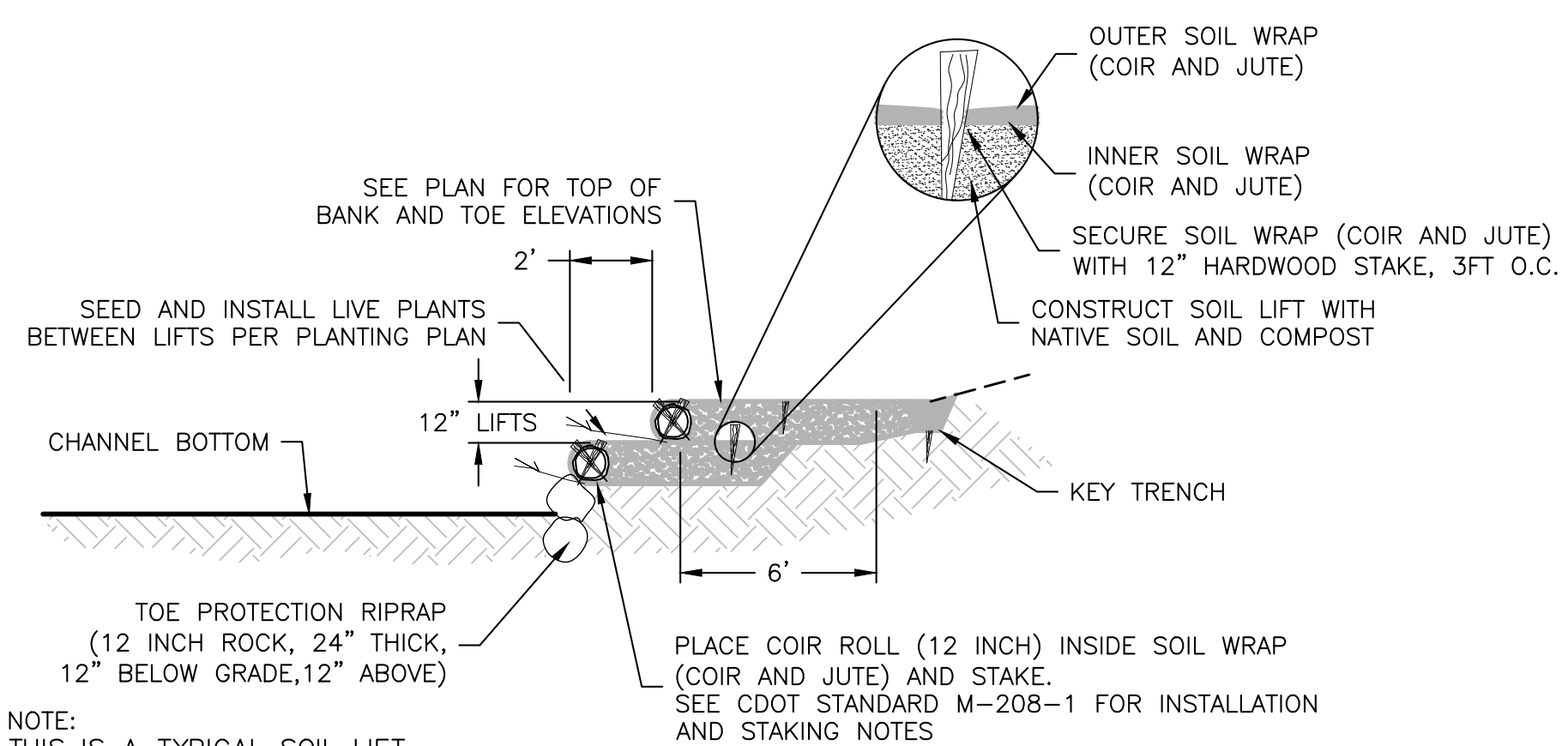
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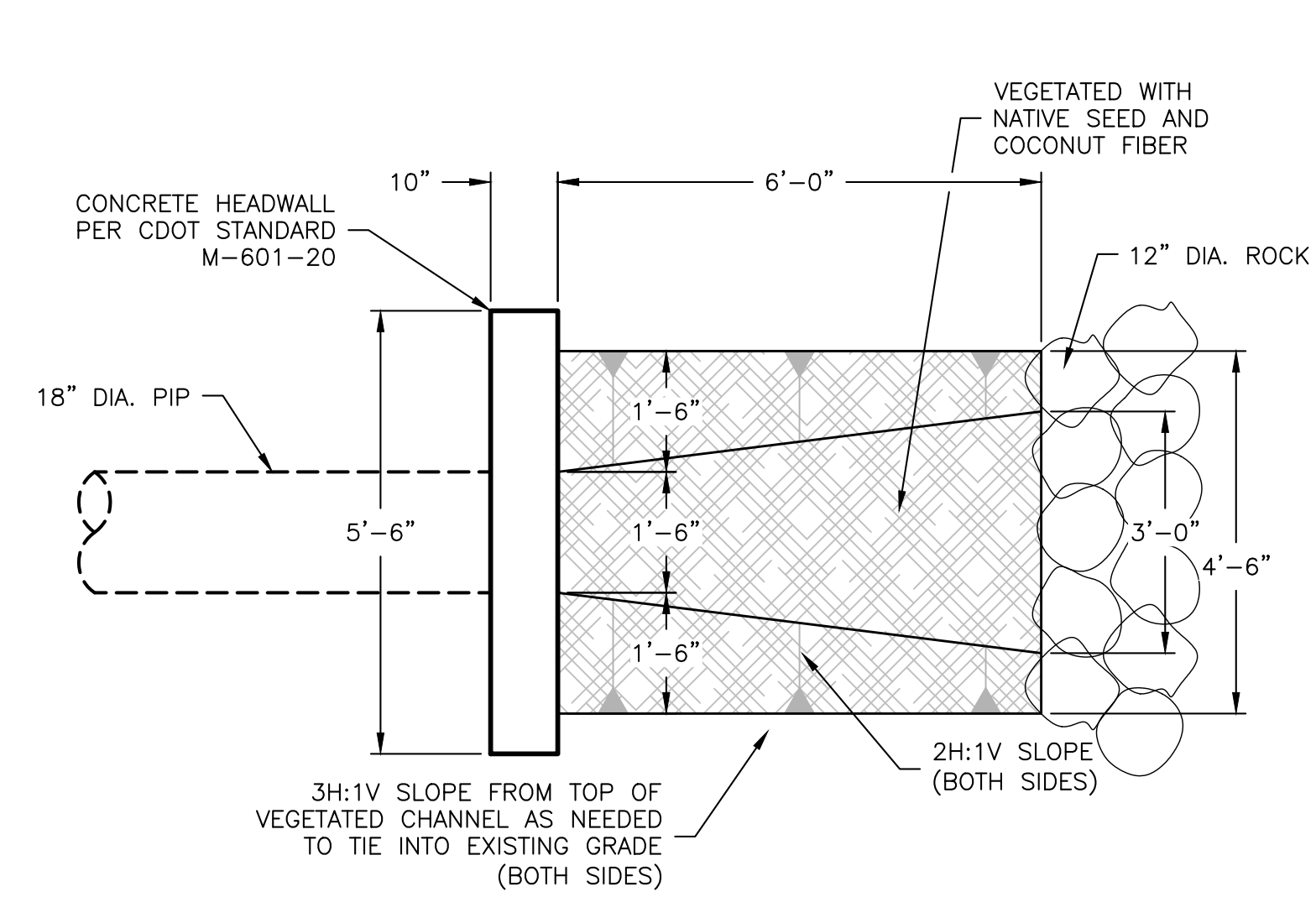
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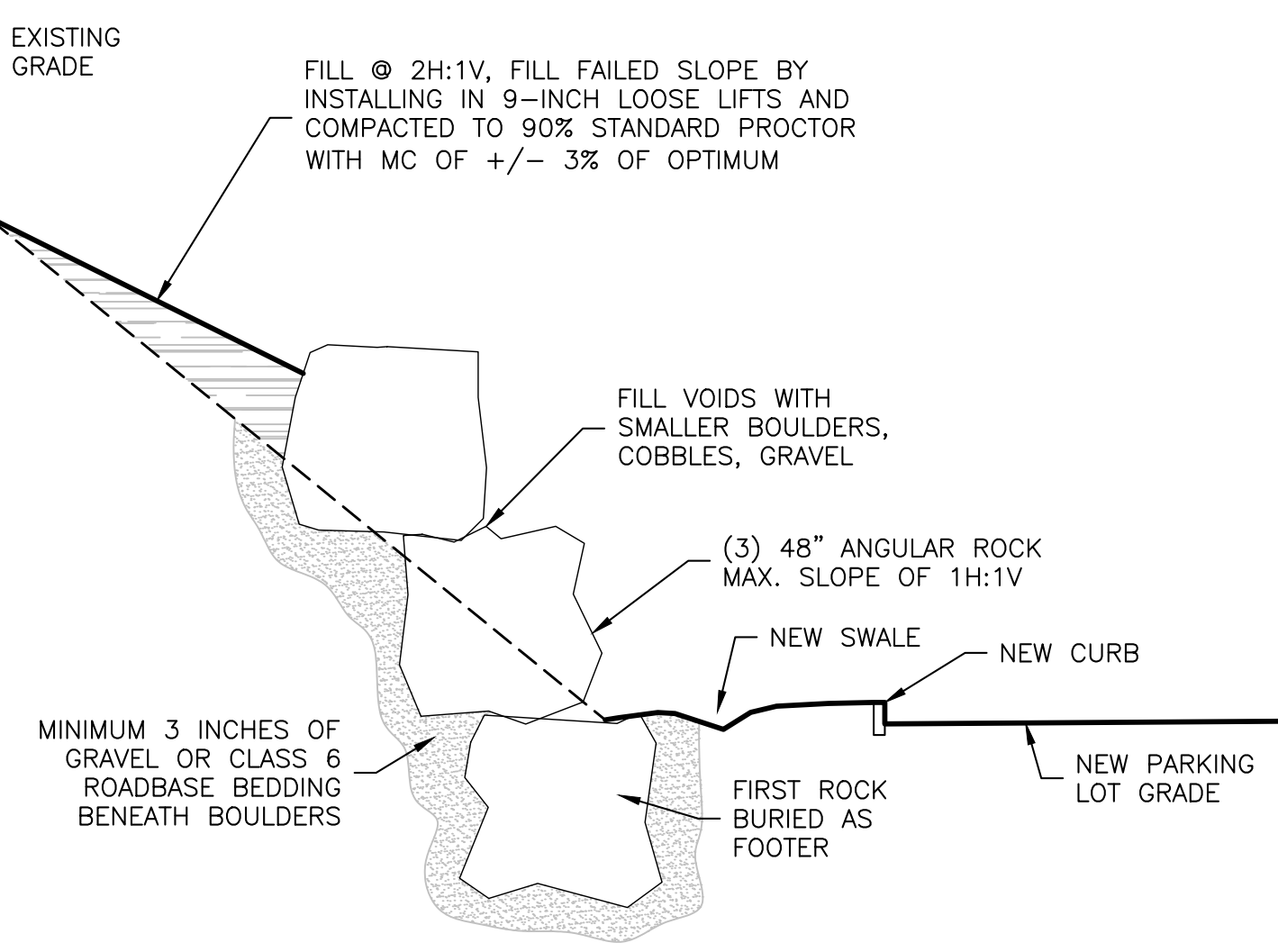
A VERTICAL SANDSTONE CURB DETAIL
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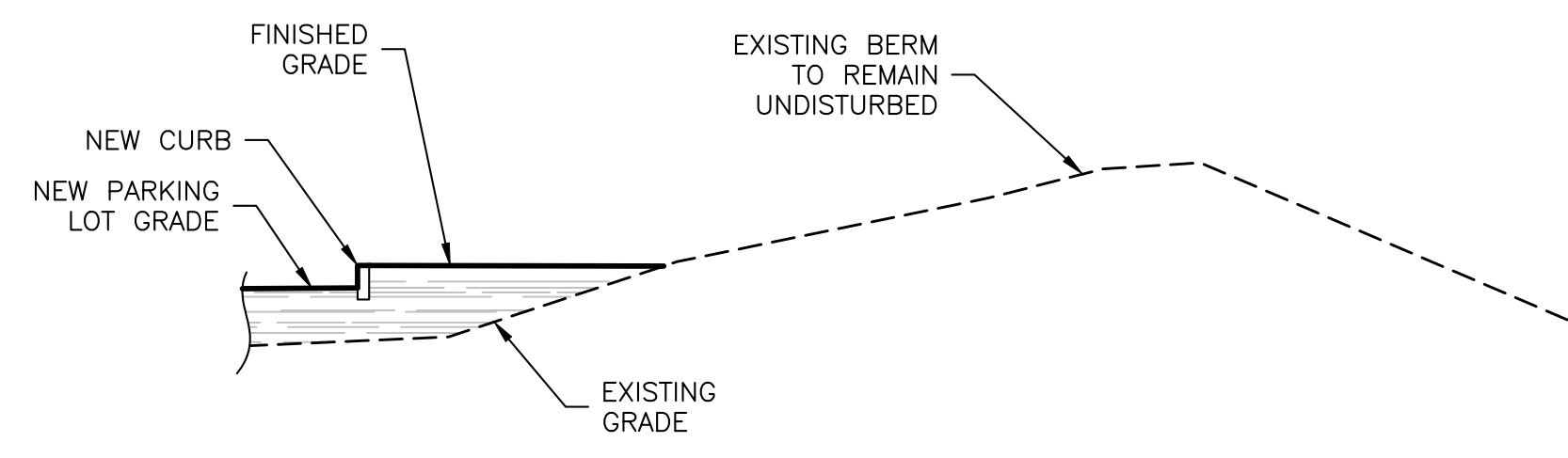
B WRAPPED SOIL LIFT DETAIL
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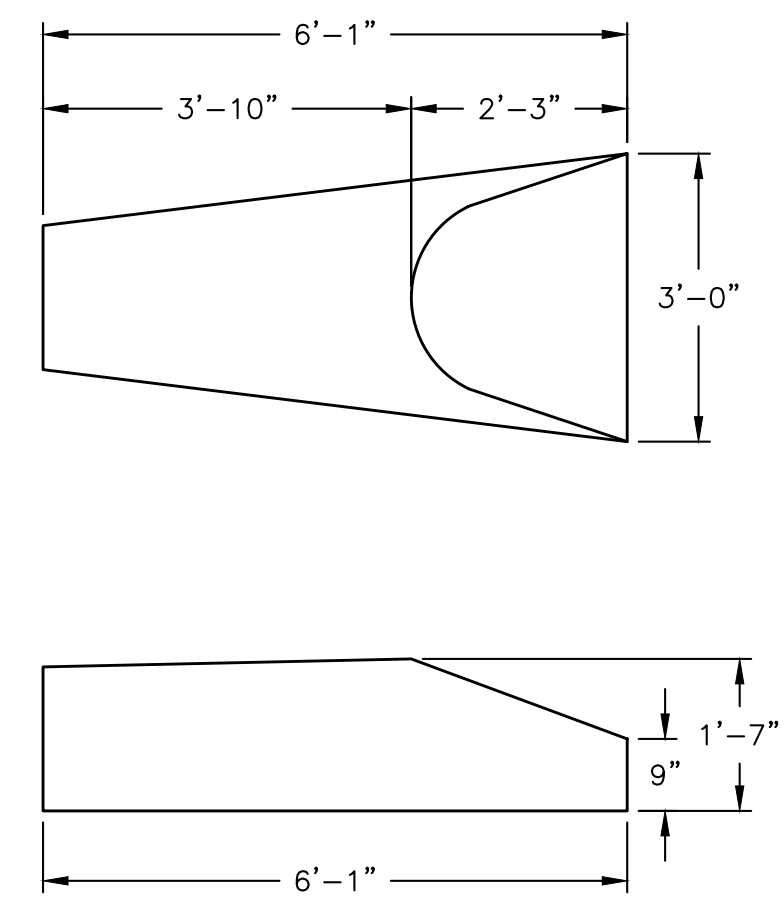
C PIPE OUTFALL
SCALE 1" = 2'



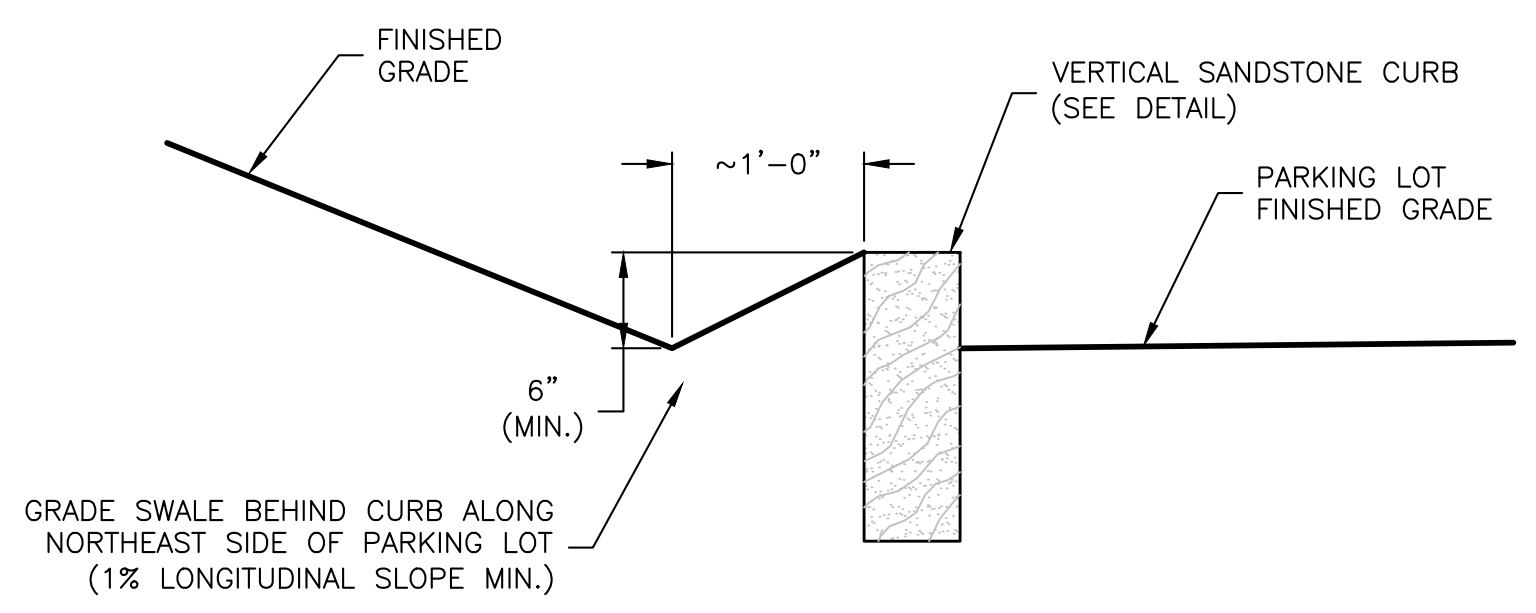
D BOULDER RETAINING WALL
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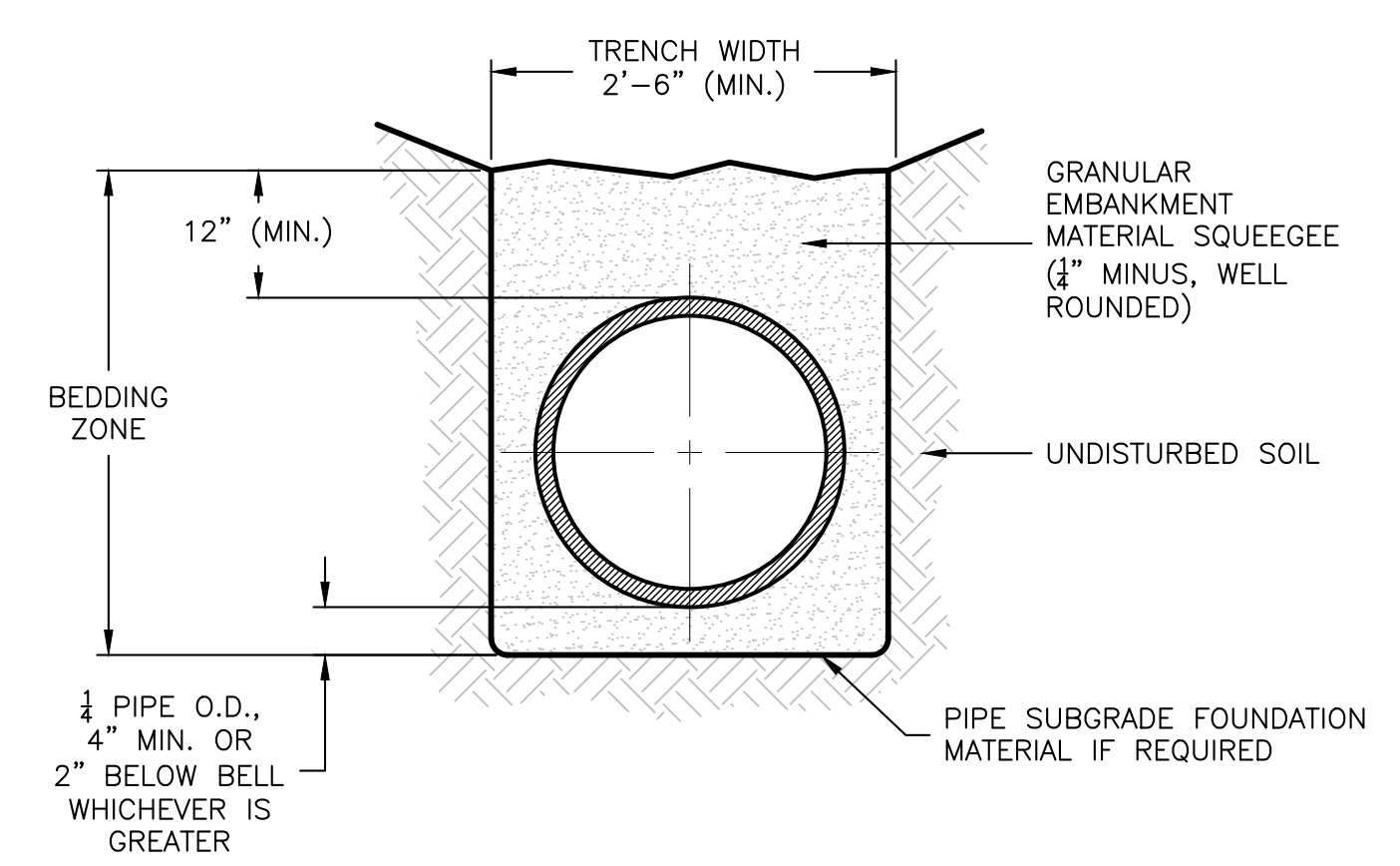
E PARKING LOT GRADING TIE-IN
NOT TO SCALE



F CONCRETE FLARED END SECTION FOR 18" DIA. CULVERT
NOT TO SCALE



G EAST SIDE SWALE
NOT TO SCALE



H PIPE BEDDING DETAIL
NOT TO SCALE

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ANNE U. WHITE
TRAILHEAD RESTORATION
DETAILS

BOULDER COUNTY PARKS
AND OPEN SPACE

NO.	DATE	BY	CHK'D	DESCRIPTION

Date: 09/JUL/19
Job No: 18-123
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Of:

Plot Date: 07/09/19-4:43pm, Plotted by: mtd, Drawing Path: N:\18123 - Anne White\Drawings\Grd\Plan_Sat\Drawing Name\Details.dwg



ANNE U. WHITE TRAILHEAD RESTORATION
EROSION CONTROL PLAN

BOULDER COUNTY PARKS AND OPEN SPACE



NO	DATE	BY	CHK'D	DESCRIPTION

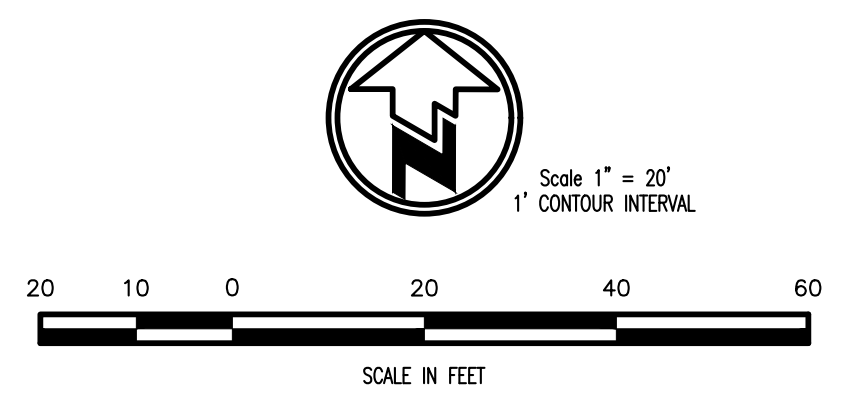
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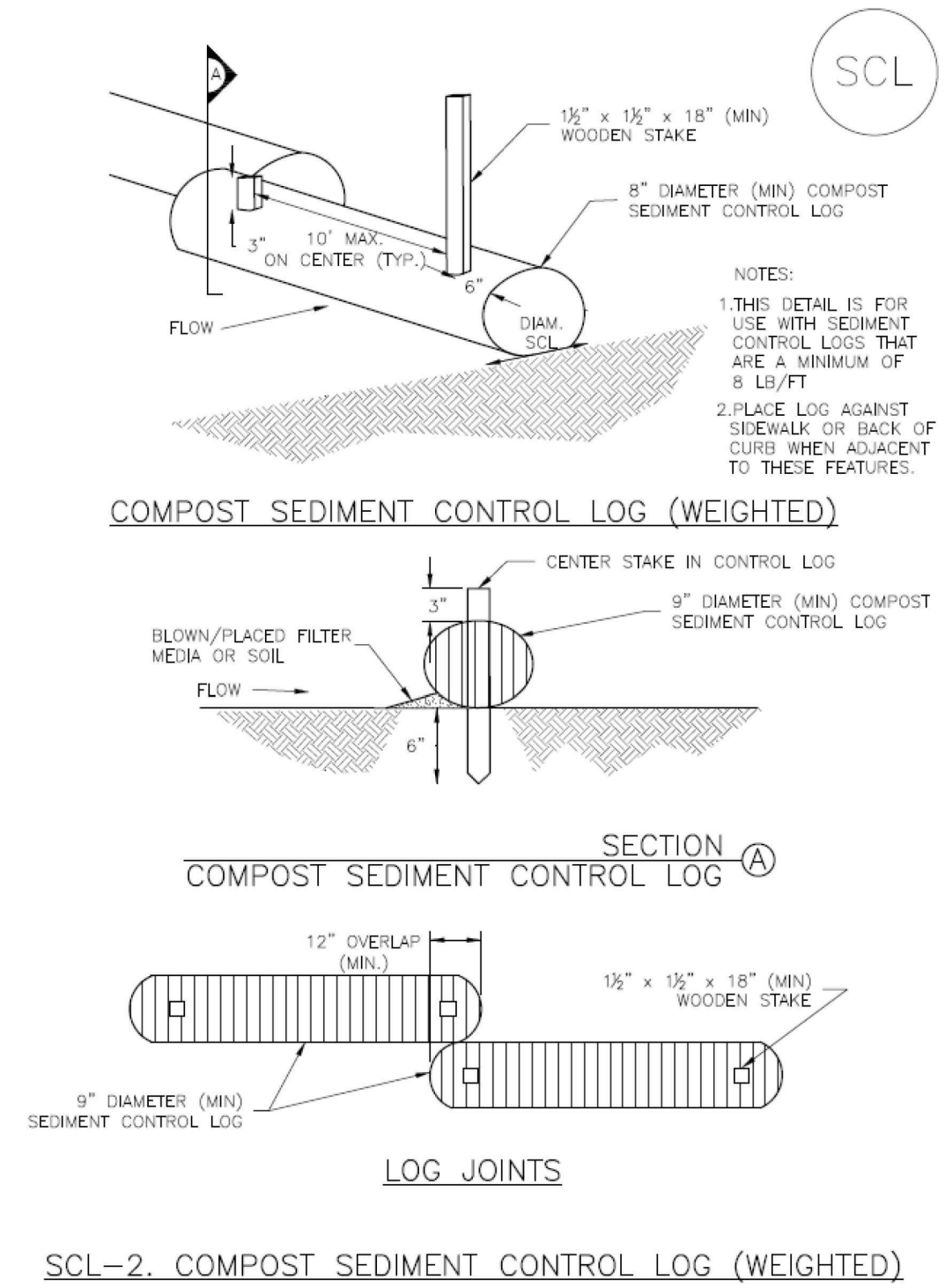
LEGEND:

-  VEHICLE TRACKING CONTROL
-  SOIL CONTROL LOGS



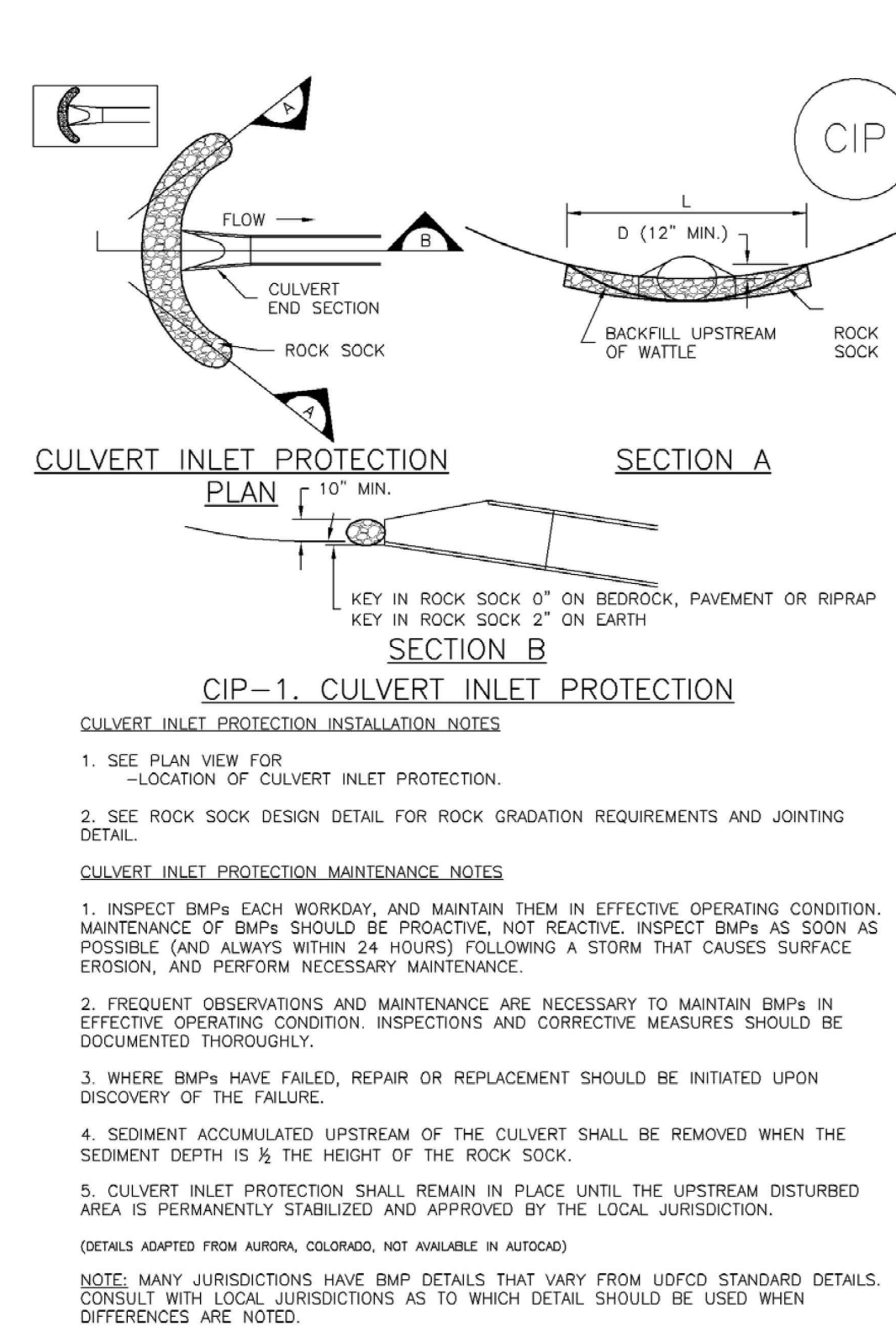
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SC-2 Sediment Control Log (SCL)



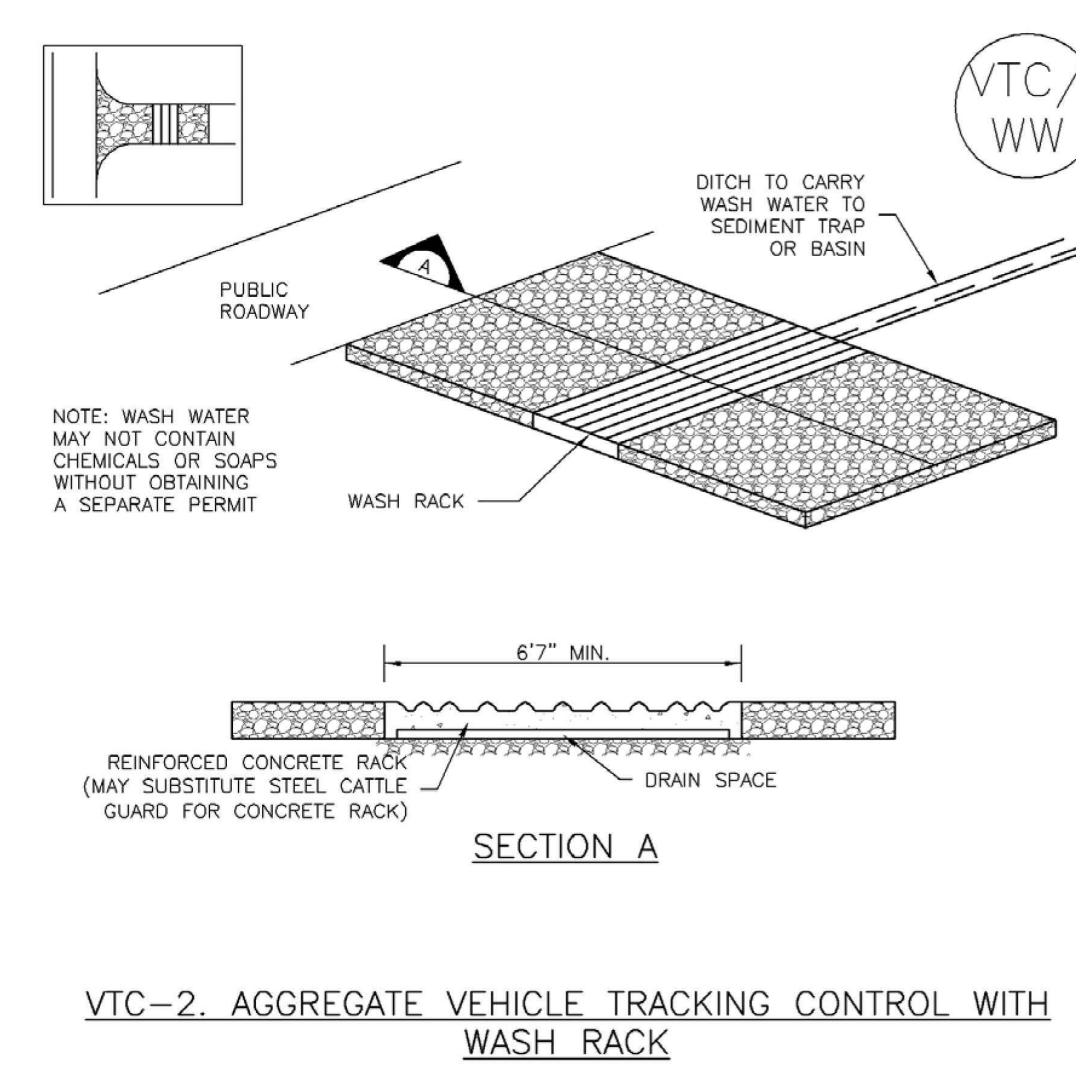
SCL-4 Urban Drainage and Flood Control District Urban Storm Drainage Criteria Manual Volume 3 November 2015

Inlet Protection (IP) SC-6



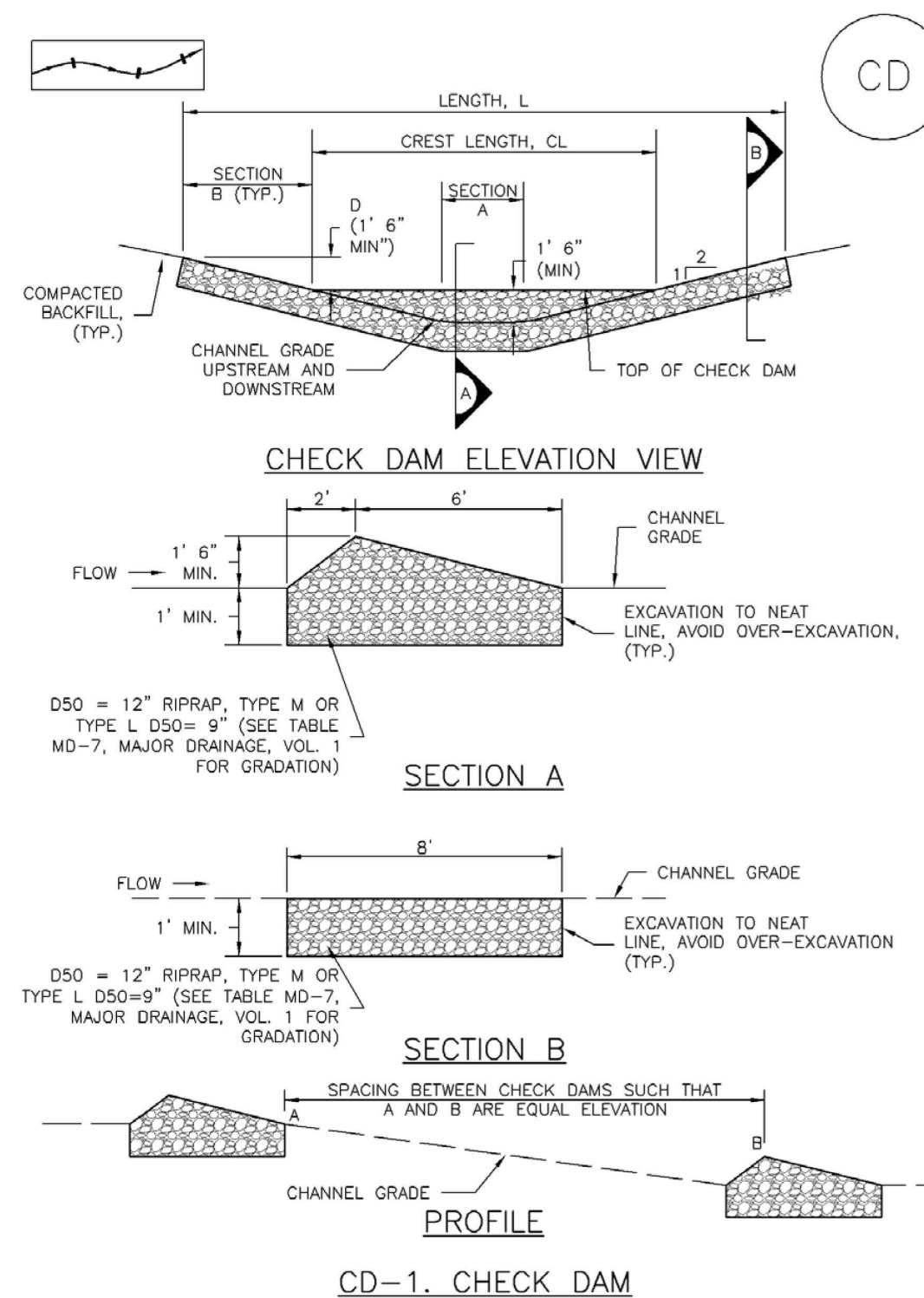
August 2013 Urban Drainage and Flood Control District Urban Storm Drainage Criteria Manual Volume 3 IP-7

SM-4 Vehicle Tracking Control (VTC) SC-6



VTC-4 Urban Drainage and Flood Control District Urban Storm Drainage Criteria Manual Volume 3 November 2010

Check Dams (CD) EC-12



November 2010 Urban Drainage and Flood Control District Urban Storm Drainage Criteria Manual Volume 3 CD-3

EC-12 Check Dams (CD)

CHECK DAM INSTALLATION NOTES

- SEE PLAN VIEW FOR:
 - LOCATION OF CHECK DAMS.
 - CHECK DAM TYPE (CHECK DAM OR REINFORCED CHECK DAM).
 - LENGTH (L), CREST LENGTH (CL), AND DEPTH (D).
- CHECK DAMS INDICATED ON INITIAL SWMP SHALL BE INSTALLED AFTER CONSTRUCTION FENCE, BUT PRIOR TO ANY UPSTREAM LAND DISTURBING ACTIVITIES.
- RIPRAP UTILIZED FOR CHECK DAMS SHOULD BE OF APPROPRIATE SIZE FOR THE APPLICATION. TYPICAL TYPES OF RIPRAP USED FOR CHECK DAMS ARE TYPE M (D50 12") OR TYPE L (D50 9").
- RIPRAP PAD SHALL BE TRENCHED INTO THE GROUND A MINIMUM OF 1'.
- THE ENDS OF THE CHECK DAM SHALL BE A MINIMUM OF 1' 6" HIGHER THAN THE CENTER OF THE CHECK DAM.

CHECK DAM MAINTENANCE NOTES

- INSPECT BMPs EACH WORKDAY, AND MAINTAIN THEM IN EFFECTIVE OPERATING CONDITION. MAINTENANCE OF BMPs SHOULD BE PROACTIVE, NOT REACTIVE. INSPECT BMPs AS SOON AS POSSIBLE (AND ALWAYS WITHIN 24 HOURS) FOLLOWING A STORM THAT CAUSES SURFACE EROSION, AND PERFORM NECESSARY MAINTENANCE.
- FREQUENT OBSERVATIONS AND MAINTENANCE ARE NECESSARY TO MAINTAIN BMPs IN EFFECTIVE OPERATING CONDITION. INSPECTIONS AND CORRECTIVE MEASURES SHOULD BE DOCUMENTED THOROUGHLY.
- WHERE BMPs HAVE FAILED, REPAIR OR REPLACEMENT SHOULD BE INITIATED UPON DISCOVERY OF THE FAILURE.
- SEDIMENT ACCUMULATED UPSTREAM OF THE CHECK DAMS SHALL BE REMOVED WHEN THE SEDIMENT DEPTH IS WITHIN 1/2 OF THE HEIGHT OF THE CREST.
- CHECK DAMS ARE TO REMAIN IN PLACE UNTIL THE UPSTREAM DISTURBED AREA IS STABILIZED AND APPROVED BY THE LOCAL JURISDICTION.
- WHEN CHECK DAMS ARE REMOVED, EXCAVATIONS SHALL BE FILLED WITH SUITABLE COMPACTED BACKFILL. DISTURBED AREA SHALL BE SEEDING AND MULCHED AND COVERED WITH GEOTEXTILE OR OTHERWISE STABILIZED IN A MANNER APPROVED BY THE LOCAL JURISDICTION.

(DETAILS ADAPTED FROM DOUGLAS COUNTY, COLORADO, NOT AVAILABLE IN AUTOCAD)

NOTE: MANY JURISDICTIONS HAVE BMP DETAILS THAT VARY FROM UDFCD STANDARD DETAILS. CONSULT WITH LOCAL JURISDICTIONS AS TO WHICH DETAIL SHOULD BE USED WHEN DIFFERENCES ARE NOTED.

CD-4 Urban Drainage and Flood Control District Urban Storm Drainage Criteria Manual Volume 3 November 2010

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ANNE U. WHITE
TRAILHEAD RESTORATION
EROSION CONTROL DETAILS

BOULDER COUNTY PARKS
AND OPEN SPACE

NO.	DATE	BY	CHK'D	DESCRIPTION

Date: 09/JUL/19
 Job No: 18-123
 Drawn: TH
 Design: KAB
 Checked: SAS
 Scale:



Sheet: **12**
 Of:

Plot Date: 07/09/19-03:31pm. Plotted by: mskd. Drawing Path: N:\18123 Anne White\Drawings\09011 Plan_Sat\Drawings Name\Bulb01a.dwg

Anne U White Restoration

CONSTRUCTION SPECIFICATIONS

Boulder County, Colorado

PREPARED FOR:

BOULDER COUNTY PARKS AND OPEN SPACE
c/o Tim Zych
5201 Saint Vrain Road; Longmont, CO 80503

PREPARED BY:

APPLEGATE GROUP, INC
1490 W 121st Ave., Ste. 100, Denver, CO 80234
PHONE: (303) 452-6611; FAX: (303) 452-2759

I hereby certify that these specifications for the restoration of the Anne U White Trailhead were prepared by me or under my direct supervision for Boulder County Parks and Open Space.



Steven A. Smith, P.E.

Colo. PE No. 43364

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GENERAL NOTES

1. The scope of work for this project includes the following primary components:
 - a. Restoration of Fourmile Canyon Creek at the Anne U. White Trailhead, including bank stabilization.
 - b. Construction of rock retaining wall.
 - c. Construction of gravel parking lot area.
 - d. Installation of drainage pipe with inlet structure and outlet concrete headwall structure.
 - e. Install stone curbing (supplied by Boulder County Parks and Open Space "BCPOS") around parking lot
2. Site access will be via Pinto Drive, which dead ends at the project site.
3. Staging areas are limited to those areas indicated in the Erosion Control Plan within the project drawings.
4. Payment will be in accordance with the unit price and quantities in Contractor's bid sheet and Contract. Any change in unit price or quantities will need to be approved via a Project Change Order.
5. The limits of disturbance associated with construction are located within the floodplain Zone AE. This project will require a LOMR, which is the responsibility of the Owner and not the Contractor.
6. Substantial completion 6 weeks after Notice to Proceed. Contractor to submit schedule prior to mobilization.
7. Contractor shall be responsible for providing as-constructed survey to verify key elevations and document any design changes addressed during construction. Survey shall be completed with the following datum:
 - a. Vertical Datum: NAVD 1988. Vertical control based on National Geodetic Survey Opus Solution.
 - b. Horizontal Datum: Colorado State Plane North NAD 83 (2011). Horizontal control based on National Geodetic Survey Opus Solution.
 - c. Survey to be provided in CAD format using Modified State Plane so that the conversion to State Plane coordinates can be completed by scaling at 0.99967678 (1.0003233245) about the origin 0,0.
 - d. Existing control point is 1/2" rebar and aluminum cap, with the following coordinates: N=1264940.17, E=3051543.52.
8. The Contractor shall be responsible for recording as-built information on a set of record drawings kept onsite and available to the Engineer at all times. Upon completion of the work, the contractor shall submit record drawings to BCPOS.
9. Upon completion of construction, the site shall be cleaned and restored to a condition equal to or better than that which existing before construction or to the grade and condition as required by these plans.
10. No water is to be taken from the creek for any aspect of this project. Contractor is responsible for supplying any water needed.
11. Contactor is responsible for construction staking.
12. No power is available at the site. The Contractor is responsible for supplying any power needed.
13. Verification of the contours shall be at the Contractors option; however, failure to do so constitutes acceptance of the contours and elevations by the Contractor as correct.
14. Method of measurement and payment of work
 - a. Quantities and measurements indicated in the Schedule of Values in Contractor's bid are for bidding and contract purposes only. Actual quantities and measurements supplied or placed in the Work may vary, and payment will be determined based on Contractor measurements verified by the Engineer.
 - b. If the actual Work requires more or fewer quantities than indicated in the Contractor's bid, provide the required quantities at the bid unit prices.

- c. For items of work for which specific unit prices are established, each item will be measured to the nearest unit applicable. Payment for each item will be made at the agreed-to unit price for that item. For items of work for which specific lump sum prices are established, payment will be made at the lump sum price.
 - d. Such payment will constitute full compensation for all materials, labor, equipment, tools, and all other items necessary and incidental to the completion of the work.
 - e. Compensation for any item of work shown on the drawings or described in the special provisions but not listed on the bid schedule will be considered incidental to and included in the pay items listed on the bid schedule.
 - f. Measurement for payment of excavations will be limited to the lines and grades shown on the Drawings, or to the most practicable lines, grades, and dimensions as established by the Engineer in writing. No measurement will be made of over excavations beyond design lines and grades and no payment for such over-excavation will be made.
 - g. There will be no separate line item for Contractor profit. This item should be worked into each line item on the Schedule of Values.
 - h. Contractor shall use an approved Application for Payment Form to be provided by Owner and shall submit Application for Payment on a monthly basis.
 - i. Payment will not be made for following:
 - i. Loading, hauling, and disposing of rejected material.
 - ii. Rejected loads of material, including material rejected after it has been placed for failure to conform to the Drawings and Specifications.
 - iii. Material not unloaded from transporting vehicle.
 - iv. Defective Work not accepted by Owner.
 - v. Material remaining on hand after completion of Work.
15. BCPOS will be providing some of the project materials, which include the following:
- a. Road base: 510 tons stockpiled at 5201 St Vrain Rd, Longmont CO 80503. Contractor is responsible for loading and delivery to the project site.
 - b. Stone Curbing: BCPOS will deliver to the site. Contractor will be responsible for unloading curbing material at stockpile area shown in the Drawings.
 - c. 120' 18" #80 PIP. BCPOS will deliver to the site. Contractor to supply flared end.
16. Required submittals are listed below. Engineer will review and approve or deny with comments given within 72 hours.
- a. Concrete mix
 - b. Parking lot base (if in addition to what is provided by BCPOS)
 - c. Pipe bedding
 - d. Riprap
17. The following work will require the Engineer's inspections and will require at least a 48-hour notice prior to work:
- a. Concrete headwall formwork and rebar.
 - b. Concrete headwall concrete pour.
 - c. Soil lifts installation.
18. The Contractor is responsible for toilet facilities and any other utilities needed.
19. The project is located within a floodway (zone AE), so stockpile management will be important. Straw wattles will be required around any stockpiles within the project site and shall be inspected once per week or after rain events over ½ inch. If stockpiles must be placed on weedy vegetation, place an erosion control blanket under stockpile to limit contamination.
20. Contractor is responsible for the cleanup of any sediment or mud tracking on Wagon Wheel Gap Road that comes from the project site. Cleanup may be requested by BCPOS at any time, if necessary.
21. Contractor shall have the means to control dust at the site if requested by BCPOS.
22. Contractor to complete an internal video of the pipe once installed.

- a. The inspection unit shall contain a means to transport the CCTV camera in a stable condition through the pipe under inspection.
 - b. The camera shall be positioned centrally within the pipe to reduce picture distortion. The speed of the CCTV camera shall be limited to 40 LF per minute to enable all details to be extracted from the recorded video. CCTV recorded video to be provided to the Engineer on disk or USB drive.
 - c. The CCTV monitor display shall incorporate an automatically updated record in feet and tenths of a foot of the footage of the camera. At the start of the inspection, the length of pipeline from zero footage, the entrance to the pipe, up to the cable calibration point shall be recorded and reported in order to obtain a full record of the pipe length.
23. The Contractor will be responsible for submitting a Traffic Control Plan prior to mobilization.

HEAVY EQUIPMENT OPERATIONS AND MAINTENANCE:

1. Heavy equipment shall have biodegradable hydraulic fluid for any equipment that will be in contact with Fourmile Canyon Creek. This shall include hydraulic fluid that is vegetable oil based, 100% non-toxic, fully degradable, non-bioaccumulating. MSDS for hydraulic fluid must specify biological testing criteria i.e. LD 50 information.
2. To minimize the spread of invasive plant species, all equipment and gear shall be free of all mud, vegetative matter, organic material, seeds and other debris prior to its delivery to the project site. All equipment shall be thoroughly cleaned, including the undercarriages, tracks, turrets, buckets, drags, teeth, tires, etc.
3. To minimize the spread of aquatic nuisance species (ANS), decontamination practices shall be employed if equipment and gear were used in another stream, river, lake, reservoir, pond or wetland.
4. Equipment that shall be treated for ANS includes all parts of heavy machinery and vehicles of all types and sizes that are operating below the ordinary high-water mark. This includes excavators that operate from the bank due to exposure of bucket to stream water.
5. Gear that must be treated for ANS includes boots, waders, hand tools, and all other materials and attire used previously in the live water. This includes exposure to mud from riverbanks.
6. If pumping out of a creek or other waterbody, all water pumps and hoses must be cleaned and disinfected prior to use on the project to prevent introduction of invasive aquatic organisms into the watershed.
7. To decontaminate equipment and gear the Contractor shall use one of the following treatments:
 - a. Remove all mud and debris and organic material from equipment (tracks, turrets, buckets, drags, teeth, etc.) and gear. Spray/soak equipment and gear with a solution of commercial grade quaternary ammonium disinfectant compound containing at least 8.0% active ingredient diluted in solution to achieve at least 0.8% concentration (roughly 12 ounces of product per gallon of water). Specifically, a 1:15 solution of Quat 4 or Super HDQ Neutral institutional cleaner and water, could be used for effective treatment. Treated equipment and gear should be kept moist for at least 10 minutes. Treated equipment and gear should be rinsed with water from ANS free source, managing rinsate as a solid waste in accordance with local, county, state, or federal regulations.
 - b. Remove all mud and debris and organic material from equipment (tracks, turrets, buckets, drags, teeth, etc.) and gear. Spray/soak equipment and gear with water hotter than 140 degrees Fahrenheit for at least 10 minutes. Do not move water from one water body to another. Be sure Equipment is dry before use.
8. Prior to mobilizing equipment and gear to the project site, the Contractor shall submit to BCPOS a written list of the equipment and gear certifying that it was cleaned and if needed, that it was decontaminated using one of the two methods specified above. Equipment and gear shall be inspected following treatment and prior to unloading at the project site to ensure mud, vegetative

matter, organic material, seeds and other debris has been removed and none remains. BCPOS staff shall inspect equipment prior to unloading at the project site and reserve the right to reject and request additional cleaning of any piece of equipment deemed not to be cleaned satisfactorily.

9. After project completion, equipment and gear should be treated prior to use in another stream river, lake, pond, reservoir, or wetland.
10. Equipment fueling must be maintained to area indicated on the SWMP on Sheet 11 of the plan set. This must include proper BMPs.

PROTECTED PLANTS AND WILDLIFE CONSERVATION MEASURES

1. Contractor is responsible to report all wildlife encountered at the construction site.
2. This section includes pertinent criteria relating to the compliance with the Endangered Species Act (ESA; 16 U.S.C. § 1531 et seq.), the Migratory Bird Treaty Act (MBTA; 16 U.S.C. 703-712), and the Bald and Golden Eagle Protection Act (BGEPA; 16 U.S.C. 668-668c). 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. Project Specific dates (these dates supersede all other dates with regard to species and vegetation protection)
 - a. The Preble's active season is from **May 1** through **November 1**.
 - b. Primary nesting season for migratory birds is from **April 1** through **July 31**.
 - c. Primary nesting season for nesting raptors is from **February 1** through **August 31**. 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.
 - d. Primary nesting season for Bald and Golden eagles is from **October 15** through **July 31** and **December 15** through **July 15**, respectively.
3. Project Specific Specifications
 - a. A BCPOS biologist will be responsible for all nest surveys and all other monitoring work required. The Contractor is not required to hire a qualified wildlife biologist for this project. The Contractor is, however, responsible for all other work described in these specifications.
4. Endangered Species Act
 - a. 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.
 - b. 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.:
 - c. Pre-Construction:
 - i. Minimize footprint of disturbance by limiting the number and area of access points, staging and fueling areas, limits-of-disturbance.
 - ii. Locate access routes, haul routes and staging and fueling areas in previously disturbed areas and existing roads.
 - iii. 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.
 - iv. BCPOS Rep will debrief onsite personnel of limits-of-disturbance, limits-of-construction, no entry areas and other pertinent conservation measures.
 - v. Follow stormwater guidelines and utilize best management practices to limit sedimentation, contamination, erosion.

- d. Project Implementation:
 - i. The Contractor shall contact the BCPOS Rep to contact US Fish and Wildlife Service if Preble's, Colorado Butterfly plant, or Ute Ladies' Tresses are found within project area.
 - ii. Limit unnecessary disturbance (crushing) or removal of vegetation (Trees, shrubs, and herbaceous plants) within riparian and adjacent upland habitat. Choose equipment size/type appropriately to minimize disturbance and soil compaction.
 - iii. 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. Stockpile topsoil and debris outside of riparian area and protect from stream flows.
 - iv. During Preble's active season (May 1-November 1), work only during daylight hours. (Preble's are nocturnal).
 - v. Promptly remove waste to minimize site disturbance and attraction of predators.
 - vi. Cover exposed holes or loose dirt with tarps/boards to prevent entrapment during the Preble's active season.
 - vii. 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.
 - viii. Complete construction before beginning restoration activities.
- 5. Migratory Bird Treaty Act and Bald and Golden Eagle Protection Act:
 - a. 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.
 - b. 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).
 - c. To protect migratory birds, the Contractor will take the following actions prior to commencement of construction activities:
 - i. *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 BCPOS 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 songbirds 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.
 4. The BCPOS 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). 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.
- ii. *Raptor Nest Surveys (including Bald and Golden eagles)*. During the active nesting season for raptors and eagles (see above for dates), the BCPOS 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 construction activities and prior to each construction phase. These surveys can be done with binoculars. 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 fencing. Work shall not proceed within a "NO WORK" zone until the BCPOS Biologist has determined that the young have fledged, or the nest is unoccupied. 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>)
 - iii. *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, performed by BCPOS, for the undisturbed areas mentioned above must be completed prior to vegetation management to ensure no active nests are impacted.
 - iv. *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 measures specified by BCPOS are taken.
 - v. *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 BCPOS biologist. This buffer dimension may be changed if determined appropriate by the 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 a bald eagle chooses to nest within one half mile of the project area between October 15th and July 31st, 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.

- vi. *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.
- vii. *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.

CLEARING AND GRUBBING

1. The project owner will designate the trees and vegetation on site to remain, which will need to be protected by the Contractor in order to remain undisturbed from any damage throughout the construction period. Any damages resulting from the Contractor's operations shall be repaired at the Contractor's cost.
2. Earth fill, stockpiling of materials, vehicular parking and excessive foot or vehicular traffic shall not be allowed within the drop line of vegetation designated to remain in place.
3. Trees to be left standing and uninjured will be designated by special markings placed by the Owner on the trunk about 6 feet above the ground surface.
4. Tree protection shall include but not limited to erecting barricades around designated trees, avoiding vehicular traffic and parking in the restricted areas, avoiding material storage and grading. Barricades for trees older than four years should extend beyond the dripline (for each 1 inch of trunk diameter, extend the barricade 1 foot). For additional protection, a layer of woodchips 4-6 inches deep can be placed around each tree prior to placement of barricades. Trees and barricades to be examined at least once a week during construction.
5. The limits of the area to be cleared and grubbed will be marked by stakes, flags, tree markings or other suitable methods by the Contractor. All trees not marked for preservation and all snags, logs, brush, stumps, shrubs, rubbish and similar material shall be cleared from within the limits of the designated area. Unless otherwise noted, all stumps, roots, root clusters that have a diameter of 1 inch or larger shall be grubbed out to a depth of at least 2 feet below subgrade for concrete structures and 1 foot below grade at embankment sites and other designated areas.
6. The list below contains all trees of interest on site.
 - a. 30' tall Spruce tree to be removed
 - b. 20' tall Aspen tree to be removed
 - c. Bunch of ~12' tall Aspen trees to be removed
 - d. 35' tall Ponderosa Pine tree to remain if possible (Contractor to verify with Owner prior to damaging or removing this tree)
7. Except in areas to be excavated, all holes resulting from the removal of vegetation shall be backfilled with a suitable material and compacted in accordance to compaction standards.
8. All material cleared and grubbed from the designated area shall be disposed of in a manner which complies with all local rules and regulations. No material shall be disposed of within project limits.

EROSION AND SEDIMENT CONTROL

- Temporary erosion and sediment control during construction shall be provided as shown on the plans. All erosion and sediment control measures shall be maintained in good repair by the Contractor until such time as the entire disturbed area is permanently stabilized. Following completion, Contractor is responsible for removal of all temporary BMPs once final stabilization has been achieved.
- Coir logs shall be 12" diameter with a density of 9 lbs/ft³ and constrain to the following specifications. GEI Coir logs, or engineer-approved equal.

Coir Log Technical Specifications

Diameter	9" (23 cm)	12" (30 cm)	16" (40 cm)	20" (50 cm)
Weight	3 lbs./ft. (4.5 kg/m)	5.5 lbs./ft. (8.2 kg/m)	9.5 lbs./ft. (14.1 kg/m)	15 lbs./ft. (22.3 kg/m)
Density	7 lbs./ft ³ (112 kg/m ³)	7 lbs./ft ³ (112 kg/m ³) or 9 lbs./ft ³ (13.4 kg/m ³)	7 lbs./ft ³ (112 kg/m ³) or 9 lbs./ft ³ (13.4 kg/m ³)	7 lbs./ft ³ (112 kg/m ³) or 9 lbs./ft ³ (13.4 kg/m ³)
Lengths	10 or 16 ft. (3.05 or 4.88 m)	10 or 20 ft. (3.05 or 6.10 m)	10 or 20 ft. (3.05 or 6.10 m)	10 or 20 ft. (3.05 or 6.10 m)
Outer Net	80 lbs.(356 N) Coir Twine	80 lbs.(356 N) 3 Ply Coir	80 lbs.(356 N) 3 Ply Coir	80 lbs.(356 N) 3 Ply Coir
Openings	2" x 2" (5 cm x 5 cm)	2" x 2" (5 cm x 5 cm)	2" x 2" (5 cm x 5 cm)	2" x 2" (5 cm x 5 cm)
Inner Core	Mattress Coir	Coir Fiber	Coir Fiber	Coir Fiber

- Erosion Control Blanket (ECB) will be a temporary degradable rolled erosion control product composed of processed natural or polymer fibers which are mechanically, structurally, or chemically bound together to form a continuous matrix to provide erosion control and facilitate vegetation establishment. Any ECB will be installed using 6-inch long biodegradable stakes. Coir mat should be heavy duty GEI Coir mat 90 or engineer-approved equivalent. Specifications include biodegradable, 900 grams per square meter, and others outlined in table below.

Coir Mat 90 Technical Specifications

Property	Test Method	Details
Dry Tensile Strength	ASTM D 4595	Machine Direction 1,968 lbs/ft (27.7 kN/m) Cross Direction 1,416 lbs/ft (20.6 kN/m)
Wet Tensile Strength	ASTM D 4595	Machine Direction 1,260 lbs/ft (18.3 kN/m) Cross Direction 768 lbs/ft (11.2 kN/m)
Elongation at Failure Wet	ASTM D 4595	Machine Direction 43% Cross Direction 36%
Thickness	ASTM D 5199	0.35 in (9 mm)
UV Stability	ASTM D 4355	80% min @ 500 hrs
Open Area	Measured	39%
Recommended Slope	Observed	> 1:1
Recommended Flow	Flume Tests	16 fps (4.9 m/s)

4. Temporary rock check dam shall be placed at the downstream end of project site in Fourmile Canyon Creek to control sediment transport downstream from the project site. See Sheet 12 of the drawing plans for more information.

ROCK RETAINING WALL SPECIFICATIONS

1. Three (3) 48-inch diameter angular rock stacked (angular in shape for interlocking).
2. First 48-inch rock buried as footer below grade, and second/third 48-inch rock stacked at max slope of 1H:1V.
3. Fill voids with smaller boulders, cobbles, and gravels
4. Fill failed slope behind boulder retaining wall (approx. 80 CY), installed in 9-inch loose lifts and compacted to 90% standard proctor with MC of +/- 3% of optimum.
5. Fill above rock to be blanketed with erosion control blanket (coir mat) as specified within Erosion and Sediment Control section.

COMPACTION AND CONCRETE TESTING

2. There will be 13 soil compaction tests. Compaction tests will include the following project components with location to be specified by the Engineer.
 - a. Parking lot native soil below base course (4 tests): 95% standard proctor with a moisture content of +/- 2% of optimum.
 - b. Parking lot base course (4 tests): 95% standard proctor with a moisture content of +/- 2% of optimum.
 - c. Soil lifts (2 tests): 90% standard proctor (+/- 3% optimum moisture content).
 - d. Flared end section (1 test): 95% standard proctor with a moisture content of +/- 2% of optimum.
 - e. Headwall (1 test): 95% standard proctor with a moisture content of +/- 2% of optimum.
 - f. Native soil below boulder retaining wall (2 tests): 95% standard proctor with a moisture content of +/- 2% of optimum.

3. There will be two concrete tests. Concrete testing on the following project components will be conducted once for each mix per day.
 - a. Outlet headwall
 - b. Nonstructural concrete for vertical sandstone curb

SOIL LIFTS

1. Backfill lifts with on site clean well graded soil mixture.
2. Refer to Compaction and Concrete Testing Section for testing standards.
3. Soil lifts to be seeded with Boulder County native seed mix (see native seeding section). Place seed in wraps as they are constructed.
4. Contractor will install willow stakes between the first and second lifts (and second and third lifts if applicable). Willow stakes will be supplied and delivered by BCPOS. Contractor shall coordinate with BCPOS Ecologist during construction of soil lifts.
5. Coir mat should be heavy duty GEI Coir mat 90 or engineer-approved equivalent. Specifications include biodegradable, 900 grams per square meter, and capacity to withstand flows to 16 feet per second and others outlined in table below.

Coir Mat 90 Technical Specifications

Property	Test Method	Details
Dry Tensile Strength	ASTM D 4595	Machine Direction 1,968 lbs/ft (27.7 kN/m) Cross Direction 1,416 lbs/ft (20.6 kN/m)
Wet Tensile Strength	ASTM D 4595	Machine Direction 1,260 lbs/ft (18.3 kN/m) Cross Direction 768 lbs/ft (11.2 kN/m)
Elongation at Failure Wet	ASTM D 4595	Machine Direction 43% Cross Direction 36%
Thickness	ASTM D 5199	0.35 in (9 mm)
UV Stability	ASTM D 4355	80% min @ 500 hrs
Open Area	Measured	39%
Recommended Slope	Observed	> 1:1
Recommended Flow	Flume Tests	16 fps (4.9 m/s)

6. Toe protection riprap at the toe of the soil lifts. Riprap shall consist of 12” diameter (Type M) with gradation type shown in table below.

Designation	% Smaller Than Given Size by Weight	Intermediate Rock Dimension (inches)	d ₅₀ * (inches)
Type VL	70 – 100	12	6**
	50 – 70	9	
	35 – 50	6	
	2 – 10	2	
Type L	70 – 100	15	9**
	50 – 70	12	
	35 – 50	9	
	2 – 10	3	
Type M	70 – 100	21	12**
	50 – 70	18	
	35 – 50	12	
	2 – 10	4	
Type H	70 – 100	30	18
	50 – 70	24	
	35 – 50	18	
	2 – 10	6	

*d₅₀ = Mean Particle Size

** FOR SOIL RIPRAP, Mix VL, L and M riprap with 35% native soil (by volume) and bury it with 4 inches of topsoil, all vibration compacted, and revegetate.

CONCRETE SPECIFICATIONS

1. All concrete shall have a minimum 28-day compressive strength of 4,500 psi.
2. Maximum water/cementitious material ratio shall be 0.45.
3. Concrete temperature at the time of placement shall be according to the chart below:

AMBIENT AIR TEMPERATURE (DEGREE F)	CONCRETE TEMP (LEAST DIMENSION < 12")	CONCRETE TEMP (LEAST DIMENSION 12" OR GREATER)
30 - 45	60	50
0 - 30	65	55
BELOW 0	70	60

4. Maintain concrete temperature below 90 degrees Fahrenheit at the time of placement.
5. Concrete must be placed within 90 minutes of plant mixing, unless appropriate chemical admixtures are added. Concrete older than 90 minutes may be accepted provided it passes a slump test.
6. **Air content shall be between 5 and 8 percent and slump shall be between 2 and 4 inches.** See Compaction and Concrete Testing Section for frequency.
7. Concrete not meeting specifications 1-6 will be rejected.
8. All bar reinforcement shall be ASTM A 615 grade 60.
9. All rebar and mesh reinforcement shall have a minimum clear distance of 2 inches from exposed concrete face and 3 inches from uniform subgrade.
10. An approved hydrophilic waterstop shall be applied to cured concrete prior to placement of adjacent concrete for all cold joints.
11. Sheets of mesh or bar steel reinforcement shall have sufficient overlap to maintain uniform strength and shall be securely fastened at ends and edges. Minimum edge lap shall be one mesh in width.
12. All exposed concrete corners shall be chamfered ¾ in or tooled with a ¼ in radius.
13. Concrete shall not be placed in frozen subgrade material.

14. Any ice, frost, or debris shall be removed from forms and reinforcement prior to concrete placement.
15. Concrete shall be protected from freezing temperatures during initial curing period. Combustion heaters shall not be used during the first 24 hours unless the concrete is protected from exposure to exhaust gases. Heating units shall not be allowed to locally heat or dry the concrete.
16. Concrete placement during cold weather and freeze protection shall conform to ACI306R-10.
17. Concrete shall be protected from precipitation during the first 24 hours following placement.
18. Concrete consolidation shall be performed by vibration. Manual consolidation shall not be permitted.
19. Horizontal slabs shall be float finished to produce a smooth surface free from irregularities or trowel marks.
20. Tie holes in walls shall be filled with a non-shrink grout.
21. Surface holes greater than ½ inch diameter or ¼ inch deep shall be repaired by the Contractor at no additional cost to the owner.
22. Honeycombed areas shall be inspected by the engineer prior to repair, repair method will be approved by the engineer.
23. An epoxy bonding agent shall be applied to cured concrete prior to the placement of adjacent concrete.
24. Minimum of 48 hours' notice shall be given to engineer for formwork and steel inspection prior to placement of concrete.
25. Concrete batch tickets to be provided by Contractor to engineer.
26. Concrete mix design shall be provided to engineer for approval at a minimum of 48 hours prior to concrete placement.
27. Contractor shall provide concrete wash out.
28. All concrete to remain within limits of disturbance as to not expose concrete by-products to river water.

UTILITIES

1. The type, size, location and number of all known underground utilities are approximate when shown on the drawings. It shall be the responsibility of the contractor to verify the existence and location of all underground utilities within the proposed limits of disturbance before commencing work.
2. The contractor shall contact the utility notification center of Colorado at 1-800-922-1987 at least 2 working days prior to beginning excavation or grading to have all registered utility location marked. Utility service laterals are also to be located prior to beginning excavation or grading. It shall be the Contractor's responsibility to relocate all existing utilities that conflict with the proposed improvements shown on these plans.
3. The contractor shall be responsible for protecting all existing utilities during construction and for coordinating with the appropriate utility company for any utility crossings required.
4. If a conflict arises between existing and proposed utilities and/or a design modification is required, the Contractor shall coordinate with the engineer to modify the design. Design modifications must be approved by BCPOS and the Engineer prior to construction.

EXCAVATION AND BACKFILL

1. Backfill shall not be placed on frozen subgrade. Frozen surfaces shall be worked until frost and frozen material has been thawed.
2. Native backfill material shall be free of roots and other organic materials, asphalt, concrete, ash, trash, debris and other deleterious materials. Sporadic rock around 3 to 6 inches in size is acceptable due to site conditions. All backfill material shall be approved by the engineer prior to use.

3. Class 6 road base shall be used within 3 feet of the concrete headwall.
4. Backfill shall be compacted using hand-operated equipment within 3 feet of concrete structures.
5. Backfill compacted using hand-operated equipment shall be placed in maximum 6-inch loose lifts.
6. Backfill compacted with motorized equipment shall be placed in maximum 9-inch loose lifts.
7. Native backfill shall be compacted to 95% standard proctor with a moisture content of +/- 2% of optimum. See Compaction and Concrete Testing Section for frequency.
8. PIP pipe granular bedding shall consist of squeegee (1/4" minus, well rounded).
9. Contractor shall be responsible for performing compaction tests every 100 CY of backfill material placed per ASTM D2922. If owner requires additional compaction testing for quality assurance, contractor shall be responsible for facilitating testing.

PVC PIPE

The following details are based on JM Eagle Plastic Irrigation Pipe Short Form Installation Guide.

1. Deliver, store and handle in a manner to ensure installation in sound and undamaged condition, especially in cold weather.
2. The minimum clear width of the trench measured at the springline of the pipe is at least one foot greater than the outside diameter of the pipe to enable backfill material to be installed in the haunching area. Where embedment compaction is required, the trench shall be wide enough to accommodate the compaction equipment.
3. The trench bottom should be over excavated to permit placement of bedding materials when encountering rock, hard pan, boulders or other materials that could damage the pipe. Place a minimum of 4" squeegee bedding beneath pipe which consists of well graded, free flowing, granular material which is 1/4" minus in diameter.
4. Perform only when weather and trench conditions are suitable. Do not lay pipe in water.
5. Prior to installation, check to see that the gasket is properly seated in the bell groove, and that the bell and spigot are clean.
6. Apply the approved lubricant supplied with the pipe to the spigot end of the pipe, paying attention to the bevel. The coating should be equivalent to a brush coat of enamel paint.
7. Assemble the joint only to and not over the assembly mark provided on the spigot end. If undue resistance to insertion of the spigot is encountered, or the reference mark does not reach the flush position, disassemble the joint, check the position for the rubber gasket and remove any debris.
8. Angular deflection at the joint for 18" diameter pipe is a maximum of 1.5 degrees. This will produce an offset of 6 1/4" in a 20' section. Joint deflection is achieved after the joint is assembled in straight alignment and to the reference mark.
9. Prior to backfilling, check to see that the assembly mark is flush with the end of the bell.
10. Initial backfill shall be completed in two stages and shall be done as soon as possible after pipe is laid. The first stage, haunching, should be placed in lifts of no more than 6" at a time up to the springline of the pipe. The second stage is again placed in no more than 6" lifts from the springline to a minimum of 6" above the top of pipe. There shall be no voids between the pipe, trench bottom and sides of the trench.

PARKING LOT

1. Aggregate for bases shall consist of crushed stone, crushed slag, crushed gravel, natural gravel or crushed reclaimed concrete or asphalt material which conforms to the quality requirements of AASHTO M 147, except for the requirement that the ratio of sieve No. 200 fraction to the minus No.40 sieve fraction.
2. Shall meet the requirements of Table 703-2 within CDOT's Standard Specifications for Road and Bridge Construction (2017) for Class 6 Road Base.

3. CDOT Class 6 aggregate base course shall be placed to a minimum thickness of 6 inches for replacement of gravel areas. Material shall be compacted to 95% standard proctor with a moisture content of +/- 2% of optimum. See Compaction and Concrete Testing Section for frequency.

**Table 703-2
CLASSIFICATION FOR AGGREGATE BASE COURSE**

Sieve Size	Mass Percent Passing Square Mesh Sieves						
	LL not greater than 35			LL not greater than 30			
	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
150mm (6")			100				
100mm (4")		100					
75mm (3")		95-100					
60mm (2 1/2")	100						
50mm (2")	95-100			100			
37.5mm (2")				90-100	100		
25mm (1")					95-100	100	100
19mm (3/4")				50-90		95	
4.75mm (#4)	30-65			30-50	30-70	30-65	
2.36mm (#8)						25-55	20-85
75 µm (#200)	3-15	3-15	20 max	3-12	3-15	3-12	5-15

NOTE: Class 3 material shall consist of bank or pit run material.

<https://www.codot.gov/business/designsupport/cdot-construction-specifications/2017-construction-standard-specs/2017-specs-book/standard-specifications-2017-final.pdf>

SOIL PREPARATION

The extent of soil preparation work includes relieving compaction by means of chiseling or ripping, incorporating soil amendments such as fertilizer, compost, or topsoil, and finished grading of all seeding areas as described on plans and details. Operation of heavy machinery on the project areas shall be limited to as few passes as possible to prevent further compaction of soils. Finished grading shall maintain a “rough” surface, defined by a 1 - 3-inch surface variation. Soil amendments shall be incorporated to a depth of 6 inches where shown on the project plans.

1. Submittals
 - a. Samples and product certification shall be submitted to the Engineer prior to scheduled delivery of compost.
 - i. Compost producer’s U.S. Compost Council Seal of Testing Assurance (STA) certification. Please visit the U.S. Compost Council’s website for the most updated list (updated weekly): <http://compostingcouncil.org/participants/>
 - ii. Copy of lab analysis, performed by an STA-certified lab, verifying that the compost meets the requirements.
 - iii. Feedstock by percentage in the final compost product.
 - b. Delivery Tickets: Submit delivery tickets with material quantities of the following to the Engineer.
2. Environmental Requirements: No soil work shall occur when soil is frozen, or in an extreme wet or dry condition, causing damage to the soil structure.
 - a. Store equipment and materials where designated by the Engineer. Prior to entering the project site, all equipment will 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.
3. Compost material: Thoroughly composted organic matter that is US Composting Council STA certified, consisting of a carbon to nitrogen ratio between 10:1 and 20:1, pH not greater than 8.0

and soluble salts not greater than 10 Mmhos/cm tested on a saturated paste. Compost may consist of one or more of the following, or include other appropriate composts:

- a. Well-aged dairy cattle manure
- b. Well-aged municipal sludge
- c. Composted yard wastes

4. Execution

- a. Apply compost at three (3) cubic yards per 1000 square feet where specified on the project plans. Compost will be worked into areas shown on the plans and incorporated into the top 4 inches of soil after spreading.
- b. Repair all damaged areas before seeding. Make sure soil is properly compacted. Use the roller for a few passes to achieve a slight compaction. If the topsoil has been compacted too much, use a rake to loosen up the soil throughout.
- c. Existing native or establish desirable vegetation within the project area are to remain unaltered and avoided by the Contractor unless approved by the Engineer or BCPOS. Desirable vegetation will be identified by BCPOS.
- d. Significant weed patches shall be removed off site following mowing, weed whipping, pulling, or herbicide application. Areas will then be relieved of compaction by means of chiseling or ripping. Soil amendment shall be worked into ripped area to be followed by native seeding and mulching.

NATIVE SEEDING

The square footage of seeding work is shown on the project plans with the seed mix(es) of native vegetation shown below in Table 1. Note that due to thin soils on site, the Contractor will need to import and install 6" of topsoil prior to seeding.

1. Submittals - The Contractor shall furnish the following items to Boulder County Staff prior to the submittal of the project invoice. Seed Certification paper shall be provided to Boulder County Staff for approval prior to placing seed order. Boulder County may provide seed of certain seed lots in the seed mix below if possible.
 - a. Product Certification: All seed shall be furnished in dealer sealed bags or containers, unopened, and clearly labeled with the dealer's tags with warranty analysis. Dealer's statement of seed analysis shall state for each seed type the name and address of seller, lot number, test date, seed type and variety, origin, the guaranteed percentage of purity and germination, weed seed content, pounds of pure live seed (PLS) per species, and total PLS pounds and bulk pounds of the seed mix. Maximum crop and weed content shall follow the Colorado Seed Certification Standards for certified seed; prohibited noxious weeds - none, total other crop seed less than 1.0%. Seed shall be free of prohibited noxious weeds including, but not limited to, all State of Colorado listed noxious weeds, teasel, thistle, bindweed, Johnson grass, Rattail Fescue, and listed spurge species. In addition, seed shall be free of cheatgrass (*Bromus inermis*, *Bromus japonicus* and *Bromus tectorum*). The County reserves the right to refuse any seed lot with excessive weed seeds and to request use of a different seed lot. Seed and seed labels shall conform to all current State and Federal regulations and will be subject to the testing provisions of the Association of Official Seed Analysis. Boulder County Parks and Open Space reserves the right to test seed mixes and refuse any seed not conforming to these specifications. The Contractor shall be responsible for replacing any refused seed.
 - b. Seed Testing: The seed furnished shall be tested for purity (inert matter, other crop, and weed seed), germination, Pure Live Seed (PLS) and All States Noxious Weed Exam. The germination test must be within 6 months of seeding. Copies of seed lab analysis reports for each lot of seed shall be sent to BCPOS approval. Approved facilities for seed testing include official state seed laboratories in Arizona, California, Colorado, Idaho, Montana, Nevada, Oregon, South Dakota, North Dakota, Nebraska Crop Improvement, Utah, Washington, and Wyoming. Approved private

Seed laboratories include the following: AV Seed Testing, Agri-Quality Testing, Inc., Agri-Seed Testing Services, Mid-West Seed Testing Services, Ransom Seed Laboratory, and J&T Green. The Contractor shall not use a seed lab with which they have close business connections, such as a financial interest, controlling interest, or associated interests.

- c. Delivery Tickets and Analysis Seed Tags: Submit delivery tickets or copy of the seed invoice and all tags from each bag of seed to BCPOS after delivery. Tags attached to bags of seed will not be removed until the bag is opened on site at the time of seeding.
2. Delivery, handling and storage
 - a. Deliver seed in original, unopened bags or containers with an analysis tag attached to each. The Contractor must request that the seed vendor provide seed certification papers.
 - b. Protect materials from animals and moisture. Wet, moldy, opened or damaged bags will not be accepted.
3. Environmental Conditions: No work shall occur between May and September unless approved by Boulder County. No work shall occur when the soil is frozen, or in extremely wet or dry conditions. Moist soil conditions are ideal for seedbed preparation and seeding.
4. Warrant seeded areas for a period of one (1) year against defects, including unsatisfactory germination or growth due to improper materials or installation, except for defects resulting from neglect by owner abuse or damage by others, or unusual phenomena or incidents that are beyond the Contractor's control (i.e. drought). Reseeding shall occur within the soonest appropriate time frame and conditions.
5. Product comparison shall be made on the basis of pure live seed (PLS) in pounds. Certified, blue-tagged seed shall be supplied where a named variety is specified (i.e., Arriba, Vaughn, etc. Native or VNS is not a named variety). If a specified type or variety of seed is not available, substitutions must be approved by the Boulder County Staff.

Table 1: Seed Mix for Anne U White Trailhead

<u>Common Name</u>	<u>Scientific Name</u>	<u>Variety</u>
Sideoats grama	<i>Bouteloua curtipendula</i>	Butte or Pierre
Blue grama	<i>Bouteloua gracilis</i>	Birds Eye, Alma or Lovington
Thickspike wheatgrass	<i>Elymus lanceolatus</i>	VNS
Slender wheatgrass	<i>Elymus trachycaulus</i>	White River of San Luis
Rocky Mountain fescue	<i>Festuca saximontana</i>	VNS
American mannagrass	<i>Glyceria grandis</i>	VNS
Needle and thread	<i>Hesperostipa comata</i>	VNS
Prairie junegrass	<i>Koeleria macrantha</i>	VNS
Baltic Rush	<i>Juncus balticus</i>	VNS
Torrey's rush	<i>Juncus torreyi</i>	VNS
Green needlegrass	<i>Nassella viridula</i>	Cucharas or Lodorm
Western wheatgrass	<i>Pascopyrum smithii</i>	Arriba
Fowl bluegrass	<i>Poa palustris</i>	VNS
Sandberg bluegrass	<i>Poa secunda</i>	Boulder County to provide
Little bluestem	<i>Schizachyrium scoparium</i>	Pastura, Cimarron, or Camper

Western yarrow	<i>Achillea millefolium var. occidentalis</i>	VNS
Rocky Mountain bee plant	<i>Cleome serrulata</i>	VNS
Golden tickseed	<i>Coreopsis tinctoria</i>	VNS
Blanketflower	<i>Gaillardia aristata</i>	Meriweather
Showy goldeneye	<i>Heliomeris multiflora</i>	VNS
Front Range beardtongue	<i>Penstemon virens</i>	VNS
American vetch	<i>Vicia americana</i>	VNS

6. Execution

- a. Examine site conditions to verify acceptability for seeding. Seeding method (drill seeder or hand broadcasted) shall be determined prior to ordering seed. See Section 2.3.3.C for seed rates. Do not proceed with work in unsatisfactory conditions, and resume when conditions have been corrected.
- b. Preparation:
 - i) Seedbed Preparation: See Soil Preparation Section
 - ii) Notify Engineer 48 hours in advance and request inspection of seeding areas prior to installation.
- c. Installation
 - i) Seeding Conditions and Timing: Seeding shall not occur during windy weather, or when ground is frozen or otherwise untillable, such as in extremely wet or dry soil conditions. In general, acceptable seeding times occur between October and April. Unacceptable seeding times occur between May and September. Seeding times are subject to change based on environmental conditions and must be approved by Boulder County Staff.
 - ii) Seeding Methods: Seed must be applied with a grass or no-till drill that is specifically designed to accommodate variability in size and physical characteristics of native grass seeds. Applying seed by the broadcast method is also acceptable if the seeding rate is doubled and the seed is lightly covered with soil by means of harrowing, chaining, or raking. **Hydro-seeding will not be accepted.**
 - (1) Seed shall be drilled between ½ and ¾ inch depth below the soil surface. Drill spacing should be no wider than 8 inches between rows. Packer wheels that firm the soil over the drill row are required. Dragging chains behind the drill to cover seed is not an acceptable substitute. **Seed drills must be clean of seed from previous seeding jobs before any seeding begins.**
 - (2) Broadcast seeding shall proceed on freshly disturbed (raked or harrowed) soil surface. Following seeding, seed will 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.
 - (3) Seeding Rate: Broadcast native plant species at the rate provided in the seed mix (see seed mix in section 2.2.1; approximately 120 seeds/sq. ft.). Drill seeding rates shall be ½ the given rate.
- d. Repair all damaged areas by the Contractor’s operations after seeding.

MULCHING

This item consists of mulching the seeded areas, and/or installation of erosion control materials on slopes greater than 3:1. Specific mulching and/or erosion control methods will be designated in the project plans. It is assumed that areas to be reseeded will be mulched after seeding to promote establishment of

vegetation. Erosion control blankets may be used as a substitute, if approved by Engineer per Contractor request.

1. Submittals: The Contractor shall provide documentation with each delivery or bulk material delivery, stating source, quantity and type of material. All materials shall conform to specification requirements. All certificates shall be submitted to the Engineer prior to or at the time of invoicing.
2. Delivery, Handling and Storage
 - a. Deliver and store packaged materials in original, unopened, labeled containers.
 - b. Engineer and/or BCPOS will inspect straw mulch prior to or upon delivery and reserves the right to refuse unsatisfactory products. Wet, moldy, opened or broken packages or materials will not be accepted. In addition, mulch shall be free of cheatgrass (*Bromus inermis*, *Bromus japonicus* and *Bromus tectorum*).
3. No work shall occur when soil is extremely wet.
4. Different mulch products are available that vary in their degree of protection. The following types of mulch will be applied according to the project plans. In general, Option A is for flat terrain or gentle slopes less than 3H:1V. Option B is for terrain with slopes greater than or equal to 3H:1V.
 - a. Native Hay or Straw Mulch: Materials for mulching shall consist of Certified Weed Free field or marsh hay or straw of, wheat, sorghum, sorghum-sudan, milo or millet certified under the Colorado Department of Agriculture Weed Free Forage Certification Program as “Weed Free Mulch” and inspected as regulated by the Weed Free Forage Act, Title 35, Article 27.5 CRS. Unacceptable straw mulch materials include barley and rye. Preference will be given to straw from irrigated fields and to straw from current or previous year’s harvest. Each certified weed free mulch bale shall be identified by one of the following:
 - i) One of the ties binding the bale shall consist of blue and orange twine, or
 - ii) The bale shall have a Regional Forage Certification Program tab indicating the Regional Forage Certification Program Number.
 - b. Erosion control blanket (ECB) shall meet the standards outlined in the Erosion and Sediment Control section.
 - c. Wood Fiber hydromulch with a guara gum tackifier may be used as a substitute for mulch if approved by Engineer. The hydromulch shall be of virgin wood cellulose fiber that is thermally produced and air dried. A standard rate of 3000 lbs. per acre of hydromulch will be appropriate for most projects unless otherwise specified on the project plans. A guara gum base tackifier shall be included at 80 lbs. per acre.
 - i) Mulching containing **cheatgrass** (*Bromus tectorum* and *Bromus japonicas*) will **not be accepted**. Excessive amounts of problematic weeds not on the Colorado Weed Free Forage list will be rejected, including, but not limited to all Colorado State listed noxious weeds, kochia (*Bassia scoparia*) and prickly lettuce (*Lactuca serriola*).
 - ii) The Contractor shall provide a transit certificate for each truckload that has been filled out and signed by the grower and by the Department of Agriculture inspector. The transit certificate shall contain the inspection certificate number, the producer’s name, the type of straw, the origin, and the quantity purchased in number of bales and estimated weight.
 - iii) Straw must be from the State of Colorado and comply with the Colorado Department of Agriculture Weed Free Forage regulations. Please visit the Colorado Department of Agriculture’s website for the 2016 Crop Directory:
<https://www.colorado.gov/pacific/agconservation/weedfreeforage#2016Directory>
5. Execution
 - a. After seeding has been completed, the mulch or erosion control materials shall be applied or installed according to the project plans. The seeded area shall be mulched, and erosion control installed within 24 hours after seeding. Areas not mulched within 24 hours after seeding shall be reseeded with the specified seed mix at the Contractor’s expense, prior to mulching or installation of erosion control.

- i) Native Hay or Straw Mulch: Applied evenly at a rate of 3000 lbs. per acre over the designated seeded areas. Mulch may be crimped in using a crimper at least 2" deep.
- b. The Contractor shall maintain the mulch, blanket, fabric, or netting areas until all work on the Contract has been completed and accepted. Maintenance shall consist of the repair of areas where damage is due to the Contractor's operations. Maintenance shall be performed at the Contractor's expense. Repair of those areas damaged by wind, fire, or other causes not attributable to the Contractor's operations shall be repaired by the Contractor and will be paid for at the contract unit price. Areas shall be repaired to reestablish the condition and grade of the soil prior to application of the covering and shall be fertilized, seeded, and mulched as directed.
- c. Areas not properly mulched, or areas damaged due to the Contractor's negligence, shall be repaired and remulched as described above, at the Contractor's expense. Mulch removed by circumstances beyond the Contractor's control shall be repaired and remulched as ordered.
- d. Avoid driving on areas that have been mulched. Avoid walking on the seedbed after the application of erosion control measures.



ATTACHMENT -E-

ANNE U WHITE TRAILHEAD RESTORATION BID TABULATION SHEET					
Item No.	Description	Units	Quantity	Unit Cost	Total Cost
1	Mobilization	LS	1		
2	Clear, grub and protection of designated vegetation	AC	0.2		
2.1	Tree Removal: 30' tall Spruce	LS	1		
2.2	Tree Removal: 20' tall Aspen	LS	1		
2.3	Tree Removal: 12' tall bunch of small Aspen Trees	LS	1		
3	Earthwork Cut	CY	1,099		
4	Furnish/ Install fill on top of rock retaining wall (fill at 2H: 1V slope in 9" loose lifts).	CY	76		
5	Erosion and Sediment Control including maintaining and removing SWMP BMPs	LS	1		
6	Furnish/ Install Soil Lifts	SF	256		
7	Furnish/ Install 48" Boulder Retaining Wall North Side of the Parking Lot	LF	120		
8	Furnish/ Install 18" PIP Culvert (PIP to be supplied and delivered by Owner)	LF	105		
9	Furnish/ Install Squeegee PIP bedding	CY	21		
10	Furnish/ Install 12" Riprap Toe for Soil Lifts	CY	100		
11	Furnish/ Install Type II Bedding under Riprap	CY	200		
12	Furnish/ Install Inlet to PIP Culvert	LS	1		
13	Furnish/ Install Outlet to PIP Culvert	LS	1		
14	Furnish/ Install 12" - 24" rock toe upstream of soil lifts (material onsite) 5'x 2'x2'	CY	0.7		
15	Haul and Dispose of Excess Soil	CY	1,023		
16	Parking Lot				
16.1	Install Snap Cut Lyons Red Sandstone Curbing (supplied and delivered by Owner).	LF	400		
16.2	Non-structural concrete	CY	12		
16.3	Class 6 Road Base for parking lot and curb base (supplied by Owner. Contractor responsible for haul - 16 miles)	CY	369*		
17	Furnish/ Install creek check dam	CY	0.56		
18	Import and Install top soil	CY	180*		
19	Revegetation: Furnish and Drill Seed Installation of Native Seed	AC	0.20		
20	Revegetation: Furnish and Install Hay/ Straw Mulch	AC	0.14		
21	Revegetation: Furnish and Install Coir Mat Erosion Control Blanket	SY	300		
22	Compaction and Concrete testing	LS	1		
23	Final survey and as- constructed documentation	LS	1		
*indicates a loose quantity prior to compaction					
TOTAL COST				\$	

Company Name: _____

Name of person and title submitting BID: _____

(Print)

Signature of Bidder

Date

ATTACHMENT “F”

CONTRACTOR
QUALIFICATION STATEMENT

Instructions/Terms

1. This Qualification Statement (“QS”) is required for Bids submitted for **the Anne U White Trailhead Restoration and Stream Stabilization 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