



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

INVITATION TO BID
COVER PAGE

BID Number: **7144-20**

BID Title: **SAINT VRAIN REACH 3 FLOOD REPAIR AND
STREAM RESTORATION
PHASE 2 PROJECT CONSTRUCTION SERVICES**

Pre-Bid Meeting: **MAY 6, 2020**
VIRTUAL MEETING; 2:00 P.M.

BID Questions Due: **MAY 18, 2020**
10:00 A.M.

Submittal Due Date: **MAY 28, 2020**
10:00 A.M.

Email Address: purchasing@bouldercounty.org

**Documents included
in this package:**

- BID Instructions
- Bond Requirements
- Terms and Conditions
- Specifications
- Insurance and W-9 Requirements
- Bid Submittal Instructions
- BID Worksheet Table
- Final BID Tab
- Submittal Checklist
- Signature Page
- Attachments A – O (See link below:

<https://www.dropbox.com/sh/bvqx7aqnivd9nqf/AABVwFqzuGTZsgYU2qDXe6jUa?dl=0>



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BID INSTRUCTIONS

BACKGROUND:

Boulder County Parks and Open Space (BCPOS) is soliciting bids from qualified and experienced contractors to secure construction services for flood protection, ditch infrastructure protection, and restoration of fish passage to a section of stream through the installation of a multi-objective upper bypass structure and associated in-stream and riparian floodplain elements.

The selected contractor will complete all construction aspects of the project within one hundred fifty (150) calendar days from the date of mobilization, weather permitting.

The Project is supported by a grant from a Community Development Block Grant – Disaster Recovery (CDBGDR) 14.269, administered by the Boulder County Collaborative. A copy of the CDBG-DR Public Infrastructure Program Required Procurement and Contract Documents Addendum is part of the attachments to this document (see Attachment A). This project and associated contract will be subject to the terms and conditions of this Agreement and all CDBG-DR Grant program requirements. This project requires reporting from the selected contractor to meet the conditions from the Boulder County Collaborative and the County. All BIDs must contain all documentation as stated in the CDBG-DR Public Infrastructure Program Required Procurement and Contract Documents Addendum.

The Project will create a resilient stream ecosystem and improve aquatic and riparian habitat, while protecting infrastructure by providing flood resiliency.

Elements of the Project include:

1. Installation of a new engineered upper bypass structure.
2. Installation of a fish passage stream channel section downstream of the upper bypass structure.
3. Excavation and grading to increase floodplain connectivity, meet no-rise floodplain permit conditions, and protect infrastructure.
4. Native plant revegetation efforts to enhance Preble's Meadow Jumping Mouse (PMJM) habitat and other native species.

This Boulder County Saint Vrain Creek Reach 3 Phase 2 Construction Project includes critical stream repairs and appurtenant infrastructure enhancement to improve resiliency and enhance overall

habitat values for target species on the Saint Vrain Creek. The Project's location is Boulder County Western Mobile Open Space property at 5608 Ute Road, Longmont, CO 80503 and accessed from 5660 Ute Highway, Longmont, CO 80503.

The construction schedule and water management plan will be essential components of the Project to allow construction to proceed within existing permits that protect the stream and PMJM Habitat, allow for in-stream construction to work in the dry, and allow for water delivery to the downstream ditch headgates for Longmont Supply Ditch Company and Chapman and McCaslin Ditch for all calls on the ditches from project start to October 31, 2020. Each of these components will be essential to the Project and could cause stop work orders and/or liquidated damages.

CONTRACT LANGUAGE:

It is the intent of the County to proceed with the full project as described herein. The construction contractor will be selected on this basis. However, if the County needs to reduce the project scope of work for any reason (including funding, timeline issues that would impair the project's ability to be completed within 150 calendar days, or other cost considerations), the County may reconfigure the project into sub-projects for implementation. One or more such sub-projects will be selected for construction. Prior to beginning work, the selected contractor, in cooperation with the County, will further refine the sub-projects consistent with the Bid Schedule. The County will then select the specific sub-projects to be completed.

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, including those insurance requirements outlined in Attachment A from the Community Development Block Grant – Disaster Recovery (CDBGDR) 14.269, administered by the Boulder County Collaborative.

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 this BID, re-bid the work, or proceed in any lawful manner the County deems necessary.

The Project shall be completed in compliance with the Contract documents prepared by the County and with all Federal and State regulations.

The successful proposer shall execute the required Addendum to Contract, CDBG-DR Public Infrastructure Program Required Procurement and Contract Documents included as Attachment A as part of any contract with the County, and, comply with all HUD and OMB requirements set forth in that Attachment A. This is referred to as the Boulder County Collaborative (BCC) Procurement Provisions Addendum, Attachment A.

The Submittal Checklist and Attachment B Contractor Qualification Statement gives a complete list of additional documentation required for evaluation of the Bids in addition to the Bid Tab.

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

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

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

Boulder County is an Equal Opportunity Employer and no otherwise qualified individual and/or company shall be subject to discrimination on the basis of race, color, religion, creed, national origin, ancestry, sex, age, sexual orientation (incl. transgender status), physical or mental disability, marriage to a co-worker and retaliation for engaging in protected activity (opposing a discriminatory practice or participating in an employment discrimination proceeding) in any phase of employment or selection for this Project.

The work to be performed under any contract issued as a result of this solicitation is subject to the requirements of Section 3 of the Housing and Urban Development (HUD) Act of 1968, as amended, 12 U.S.C. 70u (Section 3) which states that: 1) Employment, training, contracting and other economic opportunities generated by HUD assistance shall, to the greatest extent feasible, be directed to low and very low-income persons residing within the project area; and 2), Contracts for work in connection with the project be awarded to businesses which are located in, or owned substantially by persons residing in the project area.

All CDBG-DR funded projects must, to the greatest extent feasible, comply with Section 3 when contracting for professional services. Contractor selection will be made on the basis of a balance of adherence to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 70u (Section 3), qualifications and the cost of proposed services that provide best value to the project.

All work for this BID will be completed in compliance with the Davis-Bacon Act (40 USC 276a to a-7) as supplemented by Department of Labor regulations (29 CFR, Part 5). The contractor will be responsible for preparing a submittal list to be provided to Boulder County at the Pre-construction meeting. The contractor will be responsible for keeping a log of all Notices and Letters, Submittals, Requests for Information (RFI's), Field Orders, Work Change Directives (WCD), Change Order (CO's), and Amendments. These logs will be reviewed at the weekly construction meetings.

Contractor is required to comply with the prevailing wage rate requirements under the Davis-Bacon Act of 1931 for construction, repair or alteration contracts, "funded in whole or in part" with funds provided under this Contract. The Contractor is responsible for obtaining recent and applicable wage rates from the U.S. Department of Labor and incorporating them into the construction, alteration or repair contract.

The Contractor agrees to maintain such records and follow such procedures as may be required under the State's CDBG-DR Program and any such procedures as Boulder County may prescribe. In general, such records will include information pertaining to the contract, obligations and unobligated balances, assets and liabilities, outlays, equal opportunity, labor standards (as appropriate), and performance.

All such records and all other records pertinent to this contract and work undertaken under this contract shall be retained by the Contractor for a period of five (5) years after final audit of Boulder County's CDBG-DR project, unless a longer period is required to resolve audit findings or litigation. In such cases, Boulder County shall request a longer period of record retention. Boulder County and other authorized representatives of the State and Federal government shall have access to any books, documents, papers and records of the Contractors which are directly pertinent to the contract for the purpose of making audit, examination, excerpts, and transcriptions.

Boulder County and duly authorized officials of the State and Federal government shall have full access and the right to examine any pertinent documents, papers, records and books of the Contractors involving transactions related to this local program and contract.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

This is a Federally funded disaster Project, the Colorado Unified Certification Program and the Minority Business Development Agency and the Minority Business Office shall be included when soliciting proposals.

§200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

- (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- (b) Affirmative steps must include:
 - (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

SAM.GOV (System for Award Management) REGISTRATION:

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

DUNS NUMBER:

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

CERTIFICATE OF GOOD STANDING:

A copy of your business' State issued certificate submitted with your BID is required.

RESCIND OF BID AWARD:

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

LIQUIDATED DAMAGES:

The Contractor's failure to meet the scheduled completion date of the Project, within the Contract Time, as specified in the BID Documents, will cause the County to incur substantial economic damages and losses of types and in amounts that are impossible to compute and ascertain with certainty as a basis for recovery by the County of actual damages, and that liquidated damages represent a fair, reasonable and appropriate estimate thereof. Accordingly, in lieu of actual damages for any delay, the County may assess and recover liquidated damages against Contractor and its Surety. Contractor shall be liable to the County for payment of liquidated damages in the amount of Five Thousand Dollars (\$5,000.00) for each day that completion is delayed beyond the Contract Time as adjusted for time extensions provided by the Contract Documents. Please see additional information provided in the Specifications section listed under the title Liquidated Damages Description.

PAYMENT:

Contractors are advised this Project will be paid as specified in Attachment A, BCC Procurement Provisions Addendum, based upon inspection and approval by County. Final payment of held retainage will be paid upon satisfaction of the required Notice of Final Settlement.

Invoices submitted must contain sufficient information detailing all expenses according to Attachment A, BCC Procurement Provisions Addendum, and Attachment C, Construction Specifications. Contractors will also include any assigned Purchase Order numbers issued for the project.

BID BOND:

A bid guarantee from each bidder equivalent to five percent (5%) of the bid price. The bid guarantee shall consist of a firm commitment such as a bid bond, certified check, or other negotiable

instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

PAYMENT BONDS AND 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.

ATTACHMENTS:

1. Attachment A: CDBG-DR Public Infrastructure Program Required Procurement and Contract Documents Addendum
2. Attachment B: Contractor Qualification Statement
3. Attachment C: Construction Specifications
4. Attachment D: Construction Drawings
5. Attachment E: Transportation Management Plan Guidance
6. Attachment F: Transportation Management Plan Template
7. Attachment G: Longmont Supply Ditch Company Approval Conditions 3-27-20
8. Attachment H: MOU May 2019 and MOU Amendment No. 1 Pending Execution April 2020
9. Attachment I: BNSF 19-63503 Agreement and Exhibit
10. Attachment J: ROW Temporary Transfer 1-29-20
11. Attachment K: SB40 Conditions Mar-20
12. Attachment L: USACE Conditions Nov-19
13. Attachment M: USFWS Conditions Nov-19
14. Attachment N: DOLA EA Conditions Jan-20
15. Attachment O: Sample Contract

PRE-BID MEETING:

An optional, prerecorded, virtual pre-bid meeting is available to all interested parties at <https://www.bouldercounty.org/open-space/management/st-vrain-creek-restoration-reach-3-phase-2/> starting May 6, 2020 at 2:00 p.m. Viewing this prerecorded pre-bid and associated drone flight of the project site at this web address is not mandatory to submit a bid for the project, but instead is highly encouraged. The project manager, project engineer and other key representatives highlight project details in the project plans, specifications, and this Invitation to Bid. The virtual pre-bid meeting was conducted between the participants shown in the video and did not include any outside interested parties participating in or viewing the meeting.

All interested parties will be permitted to access the project site by appointment one (1) time and for a one (1) hour site visit. Only one (1) represented company, firm or contractor will be scheduled per one (1) hour site visit. The number of representatives per company, firm or contractor will be limited to three (3) individuals. All interested parties will have the same exact access to the project site and one (1) hour time frame to preview the project. Additional requests to access the project site a second time will not be granted. Viewing the project site is not mandatory to submit a bid for the project, but instead is highly encouraged.

The project is located on a restricted access open space property and therefore interested parties should contact the **Project Manager, Sharla Benjamin, at sbenjamin@bouldercounty.org** to schedule the site visit by **FRIDAY, MAY 8, 2020 AT 2:00 P.M.** Project previews will be conducted between **MONDAY, MAY 11, 2020 AT 8:00 A.M. and FRIDAY, MAY 15, 2020 AT 5:00 P.M.** Online mapping services do not provide an accurate project location. The drone video and construction plans will be essential to review prior to the site visit.

Interested party representatives attending the site visit will not be allowed to ask any questions to the supervising county representative. If any questions are asked by the party representatives, the county representative will refer the interested party representatives to submit their questions in writing as directed in this Invitation to Bid. The county will post the answers to the submitted written questions in a posted Bid Addenda as directed in this Invitation to Bid.

When interested party representatives arrive onsite for the scheduled site visit, they will be greeted by the supervising county representative who will direct the interested party representatives to the appropriate parking areas. Face masks and distancing protocols of at least 6 feet shall be followed. There will not be a sign-in sheet or any other documents provided on-site. No additional conversation between the supervising county representative and interested party representatives will be conducted. The county representative will remain onsite for the duration of the site visit and leave only after the interested party representatives have left the site.

Due to the importance of project resource protection and budgetary restraints, all interested parties are strongly encouraged to access the project site by appointment to ensure the submittal of a complete bid. Change order requests due to incomplete bids or a miscalculation of required tasks by the selected contractor will not be entertained by the county and will be the sole financial responsibility of the selected contractor to complete the Project.

Please note that the County may re-schedule site visit appointments or modify the pre-bid meeting process at any time due to changing circumstances related to the current COVID-19 pandemic.

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 10:00 a.m. **MAY 18, 2020**. A response from the county to all inquiries will be posted and sent via email no later than **MAY 21, 2020**.

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

SUBMITTAL INSTRUCTIONS:

Please note: Due to COVID-19, BIDS will only be accepted electronically.

BIDs are due at the email box only, listed below, for time and date recording on or before **10:00 a.m. Mountain Time on MAY 28, 2020**. A bid opening will be conducted at 11:00 a.m. Mountain Time via an email to all proposers.

Please note that email responses to this solicitation are limited to a maximum of 50MB 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# 7144-20** in the subject line

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

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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.



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SPECIFICATIONS

SPECIFICATIONS:

The selected contractor will complete all construction aspects of the project within one hundred fifty (150) calendar days from the date of receipt of the Notice to Proceed, weather permitting.

The St. Vrain Creek has been impacted by human activity over the past century including alterations and reshaping of the creek and floodplain. The reach of St. Vrain Creek located one-mile east of the Town of Lyons, was named Reach 3 in the St. Vrain Creek Watershed Master Plan (Michael Baker International [Baker], 2014). The sources of these changes include commercial and residential development, flow alteration structures, sand and gravel mining operations, and reservoir construction. Reach 3 of the St. Vrain Creek is rural in character, with a railroad running along the creek left (left side facing downstream) and old gravel and sand mines on both sides of the creek. Mining operations have been prevalent in this river reach but have not been well documented. In addition to these mining operations in and around Reach 3, the stream reach has also been impacted by other human modifications including channel-spanning diversions, bridges and abutments, low water crossings and changing land uses in the surrounding areas.

Reach 3 was severely altered during the September 2013 floods with substantial aggradation, channel migration and topsoil and vegetation loss throughout the corridor. The Longmont Supply Ditch Company and Chapman and McCaslin Ditch water control structures were initially overtopped at the upstream bypass structure and downstream diversion structures and then both ditches were cut off from stream flow due to channel plugging and streambank breaching (later labeled "Breach 2"). In addition, the upstream Baker and Weese ditch channel running west to east in the vicinity of Breach 2 was also destroyed during the 2013 flood.

Phase 1 of the St. Vrain Creek Reach 3 Restoration Project encompassed 1.5 miles of work along 4.5 miles of stream channel. The Phase 1 project, completed in August 2018, included breach repair, channel restoration, bank stabilization, and revegetation. The Phase 2 project has minimal overlap with Phase 1 areas of work. The primary areas of work for Phase 2 include the existing overflow/bypass channel, a portion of upland floodplain area which has been disconnected from the river due to channel incision and, at the upstream end, a small grading area associated with the Baker and Weese Ditch near Breach 2.

The St. Vrain Reach 3 Flood Repair and Stream Restoration – Phase 2 Project (Project) is supported by a grant from the U.S. Department of Housing and Urban Development (HUD) and the Boulder County Collaborative (BCC) Community Development Block Grant – Disaster Recovery (CDBG-DR) Public Infrastructure Program. Project Management is overseen by the Boulder County Parks and

Open Space Department. The Otak Design Team, which includes Otak, Inc. (Otak), King Surveyors (King), Ecosystem Services, LLC (ECOS), Michael Baker (Baker), and Wright Water Engineers (WWE), was contracted by Boulder County Parks and Open Space (BCPOS) to provide design and construction oversight services for Phase 2 of the Boulder County St. Vrain Creek Reach 3 Restoration Project.

PROJECT SCHEDULE:

The anticipated schedule for construction is **June through July 2020** for permitting and mobilization; clearing and grubbing to start **August 3, 2020**; and project completion by **October 31, 2020** followed by a 1-year warranty maintenance period. The selected Contractor should be prepared and take all appropriate measures to ensure proper construction of all elements of the scope of work, including but not limited to:

1. Cold weather and stream flow protection for new grout
2. Wildlife Conservation Measures and other permitting restrictions
3. Protection of waterway from ANS and invasive weed introduction via construction equipment and gear
4. Use of readily biodegradable hydraulic fluid, or bio-hydraulic fluid (vegetable base oil preferred, mineral base oil not allowed), in all equipment operating in water
5. Installation of the sheet pile control structure and all in-stream elements with a substantial water management plan to work in the dry and also deliver all stream water less than 50-cfs to the ditch headgates
6. Obtain willow cuttings harvested before bud break, with less than six (6) months cold storage, or after leaf drop in the fall, for project installation
7. Vegetation installation and establishment including installation watering and irrigation watering schedule until project is accepted and for the 1-Year Warranty

The Contractor-proposed schedule for construction must take into account Notice of Bid Award and Notice to Proceed, high-water stream flows, Longmont Supply Ditch and Chapman and McCaslin ditch calls on the river, permit conditions from USFWS for PMJM impact minimization and conditions from other permit authorities, and weather conditions. The selected Contractor should be prepared and take all appropriate measures to ensure proper construction of all elements of the scope of work. These measures shall be incorporated into the unit costs of each line item in the Bid Tab and will not be paid as extra costs. As project scope may be revised due to factors including the grant funding limit, overhead costs should be distributed among all bid items.

BCPOS RESPONSIBILITIES:

PROJECT COMMUNICATION AND COORDINATION:

The BCPOS Project Manager (PM) will serve as the primary point of contact and will help coordinate all communication between the Design Team, BCPOS Representatives, Permit Representatives, Ditch Stakeholders and the selected Contractor. The BCPOS PM will also coordinate with the Design Team and the selected Contractor to address any construction issues and provide design changes or clarifications as needed through the mechanism of requests for information, field orders, work change directives (signed by all Project representatives), contract amendments and other written communication methods.

DRAWINGS AND SPECIFICATIONS:

BCPOS will provide digital Drawings and Specifications files as needed to the selected Contractor in order to fulfill the terms of the Contract.

PERMITTING:

BCPOS will support the selected Contractor in obtaining permits and licenses. BCPOS has already begun the process of obtaining the following permits:

1. U.S. Army Corps of Engineers NWP 27 Jurisdictional Determination
2. U.S. Fish and Wildlife Service Endangered Species Act Section 7 Consultation
3. State Historical Preservation Office (SHPO) National Historic Preservation Act Section 106 Consultation
4. U.S. Environmental Protection Association (EPA) National Environmental Protection Act (NEPA) Environmental Assessment (EA)
5. Colorado Parks and Wildlife SB40 Certification
6. BNSF Temporary License Agreement for King Surveyor Access ONLY
7. Boulder County Limited Impact Special Use (LISU) Permit, including conditions not limited to:
 - a. DWR State Water Engineer Water Quantity Permit
 - b. Boulder County Stream Restoration Permit (see also Contractor Commitments)
 - c. Boulder County Floodplain Development Permit
 - d. Boulder County Grading Permit
 - e. Boulder County Stormwater Quality Permit
 - f. City of Longmont Conditional Use Site Plan for Temporary Stockpile at 5201 St. Vrain Road

STAGING AREAS:

Preliminary staging areas are identified on the attached Construction Drawings (see Attachment D).

PRIVATE LANDOWNER PERMISSION:

Boulder County will obtain permission from all private landowners required to complete the Project as specified in this document for access and/or work on private land. Boulder County will not authorize commencement of work until all written permissions are secured.

CONTRACTOR RESPONSIBILITIES:

DRAWINGS AND SPECIFICATIONS:

The selected Contractor shall agree to work in a timely and efficient manner, and in accordance with the Drawings and Specifications attached with this BID, to accomplish the tasks specified in this Project.

PERMITTING:

The selected Contractor shall be responsible for obtaining permits and licenses as required by all Federal, State and Local regulations. The selected Contractor will obtain permits required for construction, collectively herein after referred to as, Contractor Required Permits, including but not limited to the following:

1. Colorado Department of Public Health and Environment (CDPHE) Water Quality Control Division Storm Water General Permit for Construction Activities
2. CDPHE Construction Dewatering Permit

3. Colorado Division of Water Resources Notice of Intent to Dewater
4. Colorado Department of Transportation Special Use and/or Access Permit (if applicable)
5. Contractor will provide information to BCPOS as required for the Boulder County LISU Permit, documentation shall include:
 - a. Transportation Management Plan (guidance and template documents found in Attachments E and F)
 - b. Traffic Control Plan (including haul routes, access points, fueling locations, staging areas, stream access routes, construction sequencing with proposed quantities and a Traffic Control Plan developed by a certified traffic control supervisor)
 - c. Boulder County Access permit if needed
 - d. Boulder County Oversize/Overweight permit if needed
 - e. Storm Water Management Plan developed by a certified stormwater inspector starting from a project-specific template provided by the BCPOS PM
 - f. Spill Prevention, Control, and Countermeasure (SPCC) Plan

Permitting will commence within five (5) days of the date of the execution of the Contract and issuance of the Notice to Proceed from the County, and may commence earlier after the Notice of Bid Award from the County if a Pre-Authorization of Work agreement is approved and signed by all parties. All Contractor-required permit applications will be submitted to applicable approval agencies within thirty (30) days of the execution of the Contract and issuance of the Notice to Proceed from the County. Project mobilization will commence within five (5) days of approval of all Contractor-required permits. Project clearing and grubbing shall not commence prior to August 3, 2020; and not prior to the execution of a contract.

EQUIPMENT:

See Attachment C, Construction Specifications for details including but not limited to the following:

1. All equipment and vehicles utilized by the selected 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
2. Equipment operating within or adjacent to any surface waters shall be free of fluid leaks and use bio-hydraulic fluid, "Mobil-EAL-224 AW" or equal as approved by the Boulder County PM.
3. All fueling, oiling, or maintenance of equipment shall be performed in designated upland locations, with adequate Control Measures to contain potential spills in accordance with the Plans and Specifications
4. 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 require the machinery to be removed from the project site, and include removal of any contaminated soil, by the selected 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 selected Contractor is responsible for providing on-site portable restroom facilities for their staff and following associated permit conditions.

LIQUIDATED DAMAGES DESCRIPTION:

It is acknowledged that the selected Contractor's failure to provide the full demand for water at the headgate location for both the Longmont Supply Ditch Company and the Chapman and McCaslin Ditch; during the period from the start of construction through October 31, 2020; will cause the Ditches to incur substantial economic damages and losses of types and in amounts which are impossible to compute and ascertain with certainty as a basis for recovery by the County of actual damages, and that liquidated damages represent a fair, reasonable and appropriate estimate thereof.

Accordingly, in lieu of actual damages, if the Contractor's activities prevent the ditches from being able to divert water at their headgates that is of the same quantity, of the same quality and available at the same time as native supplies* would have otherwise been; the selected Contractor shall agree that liquidated damages may be assessed and recovered by the County against the selected Contractor and its Surety, without the County being required to present any evidence of the amount or character of actual damages sustained by reason thereof; therefore the selected Contractor shall be liable to the County for payment of liquidated damages in the amount of five thousand dollars (\$5,000.00) for each day that water delivery requirements are not met during that timeframe. Liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and selected Contractor shall pay them to the County without limiting the County's right to terminate the contract for default as provided elsewhere herein.

*The native supplies typically allow the full demand for water (5-cfs to 50-cfs depending on the calls from the Water Commissioner) except in periods of drought, or high demand and low supply. The Contractor's activities shall also not cause the water to be unsuitable for agricultural irrigation.

This Project also requires that if Chapman and McCaslin Ditch and Longmont Supply Ditch Company cannot deliver the full demand for water to shareholders and contract water users during the period from the start of construction through October 31, 2020 due to Project construction, to avoid liquidated damages the Contractor shall provide wet water of a quality suitable for agricultural irrigation at the Point of Diversion in an amount sufficient to fulfill the daily demand of said shareholders and contract water users.

CONSTRUCTION WATER:

The selected contractor will be responsible for procuring and paying for all water that will be used for construction and maintenance activities. This includes, but is not limited to: dust abatement, soil compaction, clay processing, concrete mixing, equipment washing, watering of plants, or any other consumptive use activity. At no time is the contractor permitted to use water from the reservoirs, irrigation ditches, or St. Vrain Creek for any construction or maintenance activities without a prior written and approved executed lease agreement granting use of those rights. Drawing water from ditches or streams is permitted only in the event that the contractor has legal right to the water, can provide documentation of this right, and complies with all Division of Water Resources rules and regulations related to pumping surface water, in addition to any requirements set forth by the lessor. This includes, but is not limited to, water use accounting and correspondence with and permission from the local Water Commissioner.

All identified water sources must be procured prior to the initiation of equipment mobilization, and vetted through the County. The contractor must submit any water purchase, lease, or use agreement in writing to the BCPOS PM. This includes any necessary water lease agreements from a municipality, ditch company, water conservancy district, or other entity.

In addition to any requirements set forth by the entity that the Contractor purchases water from, the contractor and/or their agents must keep records of volume of water used and dates said water was used, and submit those to the BCPOS PM with the Weekly Construction Progress Reports. Accurate accounting of water use is a requirement of payment of associated invoices. All accounting logistics and procedures will be detailed once the source had been identified and approved.

Depending on the source of water identified, the contractor may also use nearby hydrants to truck water to the site. However, water trucks are not allowed access into many areas of the project in order to minimize impacts to establishing vegetation and endangered species. Trucks can be utilized from existing roads and/or trails with hoses for irrigation, or on agreed upon access routes detailed in the Contractor-Provided Landscape Maintenance Plan.

PERFORMANCE CRITERIA FOR PLANTING AND SEEDING

The contractor shall be responsible for achieving the following performance criteria for planting and seeding:

1. All vegetation (woody or herbaceous) shall be “ecotypic” or native to the northern Colorado Front Range and Boulder County
2. Trees and shrubs shall be maintained and replaced up to an 85% minimum survival rate
3. Willow clumps, cuttings, or tublings shall be maintained and replaced up to an 85% minimum survival rate
4. Perennial wetland plant materials harvested/salvaged or supplied by a nursery, if specified, shall be maintained and replaced up to an 85% minimum survival rate
5. Initial seed germination of all seeded areas shall produce a minimum of one (1) mature, viable native plant per square foot
6. Seeded areas shall be considered successful when no bare areas in excess of five (5) square feet are present
7. 80% of the seeded areas shall be comprised of the designed seed mix (as specified in the plans) or other desirable species (i.e., native or naturalized colonizers)
8. Noxious and restricted weeds (as per State or local statute) shall not exceed a mean foliar cover of 0% for those on the A, B or C lists. Annual weeds (not listed) shall not exceed a mean foliar cover of 5%

WARRANTIES AND GUARANTEES:

Following the 12-month warranty period, or earlier if determined best for re-planting efforts to be completed within the 12-months following the Notice of Final Settlement, Boulder County will survey and count live and dead willow cuttings and container trees and shrubs and will assess the other listed performance criteria. The Contractor is welcome to be present during this effort. Contractor is responsible for replacing all dead material until the performance criteria are reached, at the Contractors expense, except for defects resulting from damage by Boulder County Parks and Open Space Staff or Volunteer Projects implemented during the 12-month warranty period, or unusual phenomena or incidents that are beyond the Contractor’s control (i.e. fire or ≥ 100 -year flood).

Revegetation shall occur within the soonest appropriate time frame and conditions.

Replacement of plantings and seeding during the establishment period will not be paid for separately, but shall be included in the work.

IRRIGATION OF PLANTS DURING CONSTRUCTION AND DURING WARRANTY LANDSCAPE MAINTENANCE PERIOD

Contractor is responsible for watering according to the schedule in the specification unless notified by the County. The County will determine if natural precipitation is significant enough to preclude weekly watering. Watering may be unnecessary at the County’s discretion, or if more than .30” of precipitation or 4” of snow is recorded at a nearby Urban Drainage and Flood Control District rainfall gauge, CoCoRaHS, or other National Weather Service sites. The County will notify the Contractor (the Supervisor listed on Maintenance plan) by email and phone if watering for the week can be postponed. Contractor will acknowledge receipt of notification by email.

CULTURAL RESOURCES:

If, during the course of work, including any ground disturbance activities, unmarked graves, burials, human remains, or archaeological artifacts (prehistoric or historic) or features are discovered, the contractor shall immediately stop work in the vicinity of the discovery, secure the site, flag off the area of discovery with a 10 ft. radius, and take all reasonable measures to avoid or minimize harm to the finds. All archaeological findings will be secured and access to the sensitive area restricted. The contractor shall notify the County immediately if any of the aforementioned resources are discovered during the course of work. The County will notify the City of Longmont delegated by HUD as the lead agency, and the City of Longmont will notify other parties as necessary and required by the EA. No further action shall occur within the secured vicinity of the discoveries until the County has completed its consultation with the City of Longmont and all other parties.

The County shall provide training to key contractor personnel concerning the identification, security measures, and notification protocol for any discoveries.

SAFETY PLAN:

Contractor shall submit one (1) project safety plan.

MATERIAL DISPOSAL:

Contractor shall submit all documentation of all material that is disposed of off-site; including disposal location, associated land-fill permits and load tickets.

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 at 5201 St. Vrain Road, Longmont, Colorado 80503, or other designated location if needed to follow best safety practices. The detailed pre-construction conference agenda, including the review of numerous submittals by the Contractor, will be provided to the selected Contractor for input prior to the meeting.

TESTING:

The Contractor will be responsible for all Quality Control testing related to the Work. The County will also be conducting Quality Assurance testing during construction and the Contractor shall allow access for Quality Assurance testing as requested by the County.

This item includes the procurement and oversight of all necessary concrete and geotechnical testing as required by specifications.

SUBMITTAL SCHEDULE AND LOG:

Submittal schedule will be compiled within two (2) weeks after Notice to Proceed is provided. Review, approval, rejection and revision of submittals will be recorded and tracked separately through submittal log. A single submittal transmittal form shall be used for each technical specification section, item, class of material or equipment for which a submittal is required. A single submittal covering multiple specification sections will not be accepted. Substitution requests will be initiated through a Request for Information (RFI).

REQUEST FOR INFORMATION (RFI) LOG:

Prepare, maintain and submit a tabular log of RFI on a weekly basis.

WEEKLY CONSTRUCTION PROGRESS REPORT:

Contractor will submit construction progress reports on a weekly basis starting fourteen (14) days after date of mobilization. Weekly report shall include, but is not limited to:

1. Cover letter
2. Earned value management analysis or other County-approved tracking tool
3. Weekly schedule of values
4. Redlines up-to-date on record drawings
5. Storm water inspection report
6. Discharge monitoring report
7. Materials testing report
8. Submittal and RFI log
9. Photographic log, taken from established photo points
10. Updated project schedule
11. Vendor invoices
12. Delivery tickets
13. Daily construction reports maintained by Contractor
14. Material tracking log
15. Survey data in support of pay application request
16. Water use tracking log

DEFICIENCY LOG:

County representative will identify, document and maintain deficiency log for handling deficient and non-conforming work. The cause for such condition shall be determined and documented and measures implemented to prevent recurrence.

PROTECTION OF EXISTING UTILITIES:

Contact and coordinate with utility companies regarding protection of existing utilities and special requirements at utility crossing locations, as well as, other conditions where the Work is nearby

existing utilities. Contractor shall be responsible for all costs of coordination with utilities including, but not limited to: outages, protection or support and any fees for costs from the utility.

Where the drawings indicate utilities have been field located during design or certain utility locations will be exposed as part of the Work, make exploratory excavations as deemed necessary to determine the exact locations and depths of utilities which may interfere with the Work. All such exploratory excavations shall be performed within a sufficient time, in advance of construction, to avoid possible delays. Notify the County if such exploratory excavations show the noted utility locations to be in error.

Protect underground utilities and other improvements which may be impaired during construction operations, regardless of whether or not the utilities are indicated on the drawings. Take all possible precautions for the protection of unforeseen utility lines to provide for uninterrupted service and to provide such special protection as may be necessary.

DEWATERING:

Structures shall be constructed with work isolation measures in place, such as: sand bags with plastic sheeting, inflatable cofferdams, super sacks and pumps to allow the work to be completed in the dry, to the extent possible and avoid damage from hydrostatic pressure, floatation or other cause. The Contractor is responsible for furnishing and installing the material and equipment necessary to dewater the work area. The dewatering plan (included in the water control plan) shall be approved by the Design Team.

Contractor shall develop a dewatering plan as part of the water control plan, and obtain approval by the Design Team prior to the start of any work onsite.

OVERNIGHT CAMPING:

Boulder County prohibits any overnight camping; Operational staff is not authorized to be present at Project site from sunset to sunrise. The Open Space property will remain closed during these hours to the selected Contractor and its subcontractors and/or designated representatives and/or agents unless approved, in writing, by the County.

HOURS OF OPERATION:

Contractor work hours shall be as stated in Attachment C, Construction Specifications, Part 3, Subsection 3.06 NOISE CONTROL.

The selected Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96).

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 change orders, modifications or unplanned additional services to this Project shall be documented and submitted by the Contractor to the BCPOS PM for review in a separate, written document, including a fee schedule and completion schedule. Approval from the County, in writing,

must be received for all change order requests prior to submittal of related invoices. Change order approval is subject to approval from Longmont Supply Ditch Company and Chapman & McCaslin Ditch.

WATER DISCHARGE REQUIREMENTS:

Contractor shall protect water quality by complying with the lawful requirements of Boulder County’s Illegal Discharge Ordinance (No. 2012-4), MS4 permit (COR090000), and MS4 Program Description Documents regarding discharges to storm drainage systems or other watercourses in Boulder County’s jurisdiction.

PERMITS, LICENSES, LOCATES AND CODES:

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

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.

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> Simplified metadata will be accepted with written, pre-approval, from the County.

- 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. Instructions can be found at this link: <https://assets.bouldercounty.org/wp-content/uploads/2020/03/cad-gis-data.pdf>

- 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, within 10 cm or less. In addition, an accuracy report must be provided for each monument collected, including a photo of the monument.



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INSURANCE AND W-9 REQUIREMENTS

INSURANCE REQUIREMENTS:

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	Umbrella/Excess Liability insurance in the amount \$3,000,000.00 following form.
Automobile Liability	\$1,000,000 Each Accident *Including Hired & Non-Owned Auto
Worker's Compensation and Employer's Liability	Statutory limits
Pollution Liability	\$1,000,000 Per Loss \$1,000,000 Aggregate Coverage maintained or extended discovery period for 3 years

***In regards to General Liability, Umbrella/Excess Liability, and Pollution Liability:**

If any or all of these coverages are required above, additional insured status will be required at the time a contract is executed.

Note that the above insurance amounts are the minimum required for this project. **Proof of current insurance must be provided with your BID in the form of a sample certificate.** You are NOT required to include additional insured status until the time a contract is executed.

If you require a waiver of insurance requirements, you may request one in your response with an explanation.

W-9 REQUIREMENT:

Provide a copy of your business's W-9 with your BID.



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BID SUBMITTAL INSTRUCTIONS

BID INSTRUCTIONS:

All bid pricing shall be included in the following Bid Worksheet Table and Final Bid Tab is required to be included with BID. No bid pricing shall be included in the Attachments required for this BID.

The following instructions are to provide clarification on what costs should be included with each Bid Item.

ALL PROJECTS:

1. The selected Contractor should account for multiple mobilizations if needed based on proposed construction schedule and sequencing.
2. Davis-Bacon reporting requirements will be the responsibility of the selected Contractor and should be included in the total cost for the project.
3. Construction and Project Management shall be included in the total cost for the project, but will not be shown or charged as a separate line item.
4. Quality Control Testing will be the responsibility of the selected Contractor for all Work.
5. The selected Contractor will be responsible for verification and measurement of all quantities presented in the Bid Tab.



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BID WORKSHEET TABLE

BID ITEM	BID ITEM CODE	Related Technical Spec	DESCRIPTION	QUANTITY	PAY UNIT	UNIT PRICE	TOTAL COST OF BID ITEM
General							
1	GN-01-001	31 11 00	Clearing and Grubbing	3.2	AC		
2	GN-02-001	01 71 13	Mobilization	1	LS		
3	GN-04-001	01 71 23	Survey - Construction	1	LS		
4	GN-04-002	01 71 23	Survey - As Built	1	LS		
5	GN-05-001	01 55 26	Traffic Control	1	LS		
6	GN-06-001	31 23 19	Water Control	1	LS		
Erosion and Sediment Control							
7	ESC-01-001	31 25 00	General BMP Maintenance	115	HR		
8	ESC-03-001	31 25 00	Check Dam	28	CY		
9	EC-10-001	31 25 00	Rock Socks	0	LF		
10	ESC-13-001	31 25 00	Sediment Control Log	1499	LF		
11	ESC-15-001	31 25 00	Silt Fence	0	LF		
12	ESC-17-002	31 25 00	Stabilized Staging Area	8091	SY		
13	ESC-17-002	31 25 00	Modified Stabilized Staging Areas: Note 2	1217	SY		
14	ESC-19-002	31 25 00	Stream Crossing, Temporary (culvert)	1	EA		
15	ESC-20-001	31 25 00	Vehicle Tracking Control	1	EA		
16	ESC-22-001	01 56 39	Tree Protection, Fence	1800	LF		
Earthwork and Subgrade Prep							
17	ESP-02-001	31 23 00	Earthwork, Excavation and Fill On-Site	1200	CY		
18	ESP-02-002	31 23 00	Earthwork, Excavation and Haul Off-Site: Note 1	5790	CY		
19	ESP-06-004	31 23 00	Excavation, Rock, Stockpile, and Reuse (Boulders and Channel Bed Material)	770	CY		
20	ESP-07-001	207	Topsoil Excavate, Stockpile, and Replace	1637	CY		

BID ITEM	BID ITEM CODE	Related Technical Spec	DESCRIPTION	QUANTITY	PAY UNIT	UNIT PRICE	TOTAL COST OF BID ITEM
21	ESP-07-002	207	Topsoil-Wetland Excavate, Stockpile, and Replace	540	CY		
22	ESP-09-001	31 23 00	Fine Floodplain Grading	10807	SY		
23	ESP-09-002	31 23 00	Fine Channel Grading	4387	SY		
Remove, Relocate, and Abandon							
24	RR-06-001	31 23 00	Remove Structures and Obstructions (trash and flood debris)	1	LS		
25	RR-06-018	31 11 00	Remove Tree - Large Tree (Greater than 1-ft diameter or multi-stem)	20	EA		
Rockwork							
26	RW-11-004	31 37 00	Void-Filled Riprap, Type H (Bypass Structure)	1529	CY		
27	RW-10-003	31 37 00	Type M Riprap (Bypass Structure)	169	CY		
28	RW-11-001	31 37 00	Void-Filled Riprap with River Cobble, Type VL (Fish Passage Channel Riffles)	575	CY		
29	RW-06-001	31 37 00	Boulder, Feature (B18 - Habitat)	105	EA		
30	RW-06-002	31 37 00	Boulder, Feature (B24 - Habitat)	246	EA		
31	RW-12-003	31 37 00	Soil Riprap, Type M (Breach Slope)	903	CY		
31	RW-13-001	31 37 00	Cobbles, Import Type M (Riffle Crests)	52	CY		
Structures and Misc. Concrete							
32	SC-18-001	31 62 16	Sheet Pile, Steel, Heavy	1560	SF		
33	UC-02-001	13 50 01	Stop Log Bays: Note 3	1	LS		
Fencing							
34	FN-01-004	32 31 00	Fence, Construction - Staging and access area	7110	LF		
Landscaping							
35	LS-02-004	216	Erosion Control Fabric (Coir)	1890	SY		
36	LS-02-004	216	Erosion Control Blanket (Straw-Coconut)	4180	SY		
37	LS-07-001	213	Spray-on Hydromulch (Upland-Riparian)	2.0	AC		

BID ITEM	BID ITEM CODE	Related Technical Spec	DESCRIPTION	QUANTITY	PAY UNIT	UNIT PRICE	TOTAL COST OF BID ITEM
38	LS-07-001	213	Spray-on Hydromulch (Wetland)	1.1	AC		
39	LS-10-006	212	Upland Seeding: Note 4	2.0	AC		
40	LS-10-008	212	Wetland Seeding: Note 4	1.1	AC		
41	LS-11-003	214	Upland Trees and Shrubs (14" tall 1-gal.): Note 4	66	EA		
42	LS-11-003	214	Riparian Trees and Shrubs (14" tall 1-gal.): Note 4	1165	EA		
43	LS-20-001	214	Wetland Trees and Shrubs (14" tall 1-gal.): Note 4	584	EA		
44	LS-14-004	214	Willow Stakes (48" cuttings): Note 4	5260	EA		
45	LS-21-001	215	Wetland Tree/Shrub Clump Transplants: Note 4	300	EA		
46	LS-21-002	215	Riparian/Upland Tree/Shrub Clump Transplants: Note 4	10	EA		
47	UC-03-001	212	Topsoil Conditioning (Compost, Upland-Riparian, 3 CY/1000 SF)	2.0	AC		
48	UC-03-002	212	Topsoil Conditioning (Compost, Wetland, 6CY/1000 SF)	1.1	AC		
49	UC-03-003	212	Topsoil Conditioning (Biotic Soil Media)	1.0	AC		
50	UC-03-004	212	Topsoil Conditioning (Fertilizer and Additives)	1.0	AC		
51	UC-05-001	-	Water Rights	1	LS		
Unclassified							
52	UC-04-001	13 40 01	Rootwad Log Installed	10	EA		
53	UC-04-002	13 40 01	Small Wood Habitat Feature Installed	7	CY		
BID TOTAL							

BID TOTAL \$ _____



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FINAL BID TAB

Contractor's Bid Submittal:

**SAINT VRAIN REACH 3 FLOOD REPAIR AND STREAM RESTORATION –
PHASE 2 PROJECT CONSTRUCTION SERVICES**

TOTAL AMOUNT BID: \$ _____

Company Name

Name of person and title submitting BID (PLEASE PRINT)

Signature of Bidder Date



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SUBMITTAL CHECKLIST

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
	Name and Address of all Subcontractors
	A detailed project schedule
	Information on the relevant experience of key personnel
	State your compliance with the Terms and Conditions in the Sample Contract contained in this BID. Specifically list any deviations and provide justification for each deviation.
	Completed Contractor Qualification Statement (Attachment B)
	Insurance Certificate -Proof/Sample
	Professional certifications and/or license, including Boulder County issued Contractor's License
	Bid Bond
	State your company's ability to comply with the Payment Bond & Performance Bonds conditions contained in this BID.
	W-9
	BID Worksheet Table
	Final BID Tab
	Signature Page
	Addendum Acknowledgement(s) (If Applicable)
	Contractor's Duns Number
	Certificate of Good Standing
	SAM.Gov registration
	Completed BCC Procurement Provisions Addendum (Attachment A)



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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.