



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

INVITATION TO BID
COVER PAGE

BID Number:	7192-20
BID Title:	Niwot Ditch Diversion Reconstruction and Fish Passage Installation Project
Pre-Bid Meeting:	Refer to Instructions
BID Questions Due:	December 7, 2020 - 2:00 p.m.
Submittal Due Date:	DECEMBER 16, 2020 - 2:00 P.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 Tab Section Submittal Checklist Signature Page Attachments (See link Below) A: Location Map B: Plans C: Project Specifications D: Sample Contract E: Contractor Qualification Statement F: Protected Plants Wildlife Measures G: CWCB Grant Agreement H: CPW Grant Agreement I: CDBG-DR BCC Procurement Addendum J: COVID 19 Construction Guidance K: Wage Determination Schedule L: Bid Tab Sheets (2)

Please access attachments A-L at the link below:

https://www.dropbox.com/sh/cn6qywreoj1fgtw/AADQkx2OhbeS3IICMc_s_T9aa?dl=0



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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 and protection of ditch infrastructure, installation of a fish passage system, restoration of stream channel, stabilization of creek banks, and the re-vegetation of the area. The project is located on the Golden Fredstrom Open Space property at 11300 N. 75th Street, Longmont, CO 80503, as well as adjacent private property. BCPOS is working with the Niwot Ditch Company and associated unincorporated ditches on the reconstruction of the Niwot Ditch in-stream diversion dam on St. Vrain Creek between 75th Street and Airport Road. The design has been developed by GEI Consultants Inc.

Contractors are advised:

- a. Onsite work, including mobilization, clearing and grubbing will not be permitted to start until February 1, 2021;
- b. The Project is to be substantially complete on or by March 31, 2021;
- c. Final completion is required on or by April 20, 2021.

This structure is currently in a dilapidated state and vulnerable to structural failure during peak flows or high flow events. Additionally, the current structure creates a hydraulic jump in the creek, increasing potential for erosion and avulsion, creating a barrier to fish passage and disrupting important natural stream processes, such as sediment transport.

This diversion dam is located on a reach of St. Vrain Creek that is one of that last strongholds for native transition zone fish in Colorado (e.g. plains top minnow) and is one of CPW's highest priorities for native fish conservation in the state. One of the management goals for conservation of these sensitive native fish populations is to restore upstream-downstream connectivity and allow for natural movements of both native and non-native sport fish by removing instream barriers to movement. The primary goal of this project is to protect and restore native fish populations while ensuring the efficient delivery of decreed water rights.

The project will replace the existing diversion dam with an engineered structure approximately 400 feet upstream of the existing dam location that includes two headgates. Using design concepts from natural channel design, the new diversion dam will be a multi-objective structure built from natural materials that is more resilient to high flows, reduces flood risk, allows passage of native and non-native fish, and facilitates natural stream processes and function.

A 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 Preble's meadow jumping mouse (PMJM) habitat, allow for in-stream construction to work in the dry, and allow for water delivery to the Niwot Ditch for all calls on the associated ditches from March 31, 2021. Each of these components will be essential to the Project and could cause stop work orders and/or liquidated damages.

BOULDER COUNTY BID AWARD:

Boulder County requires the formality of issuing a formal bid award for this Project. The Boulder County Board of County Commissioners are required to approve the Project bid award, in a public meeting, prior to processing a contract for services. The bid award is contingent upon all funding sources being approved.

PROJECT FUNDING:

The completion of all aspects of the Project is contingent upon all sources of funding being approved and available.

This is a collaborative Project funded and supported by 4 entities:

- 1.) Colorado Water Conservation Board (CWCB)
CMS# 161756, CT PDAA 2021*619

- 2.) State of Colorado, Department of Natural Resources
Colorado Parks and Wildlife (CPW)
POGG1, PMAA, 201800000561; Wetlands Program Project# 638

- 3.) Boulder County Parks and Open Space Department

- 4.) *Community Development Block Grant – Disaster Recovery (CDBG-DR)

This Project is contingent upon Boulder County receiving an executed grant agreement from the *U.S. Department of Housing and Urban Development (“HUD”) Boulder County Collaborative (BCC) Community Development Block Grant – Disaster Recovery (CDBG-DR). This project and associated contract will be subject to the terms and conditions of the CDBG-DR requirements. A copy of the CDBG-DR Public Infrastructure Program Required Procurement and Contract Documents Addendum is part of the attachments to this document.

This Project will be subject all CDBG-DR program requirements as well as the terms and conditions of a written agreement with the County. All BIDs must contain all documentation as stated in the CDBG-DR Public Infrastructure Program Required Procurement and Contract Documents Addendum.

Upon execution of the Grant Agreement, from the U.S. Department of Housing and Urban Development (“HUD”) Boulder County Collaborative (BCC) Community Development Block Grant – Disaster Recovery (CDBG-DR). the selected Contractor will be provided a copy of the Agreement.

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, including those insurance requirements outlined in all the identified grant funding sources.

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.

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 part of any contract with the County, and, comply with all HUD and OMB requirements set forth in that Addendum.

The Submittal Checklist 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 BID and subsequent 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:

It is acknowledged that the selected Contractor’s failure to provide the full demand for water at the headgate location for the Niwot Ditch during the period between March 31, 2021 and October 31, 2021 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 for any failure to provide the full demand for water at the headgate location, in the timing, quantity, and quality of water provided, the selected Contractor shall agree that liquidated damages may be assessed and recovered by the County against the selected Contractor and its Surety, in the event of delayed completion and 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 needs 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 Contract also requires that if the Niwot Ditch Company cannot deliver the full demand for water to shareholders and contract water users between March 31, 2021 and October 31, 2021 due to Contractor's construction, 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.

BID BOND:

Due to COVID-19 Boulder County offices remain closed to the Public, therefore, Bidders should scan the cashier's check to be included with their BID submittal AND mail the actual cashier's check, postmarked no later than the date of the bid deadline. Cashier's checks that are postmarked after the deadline will not be accepted and the bid will be rejected as incomplete.

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 BOND AND PERFORMANCE BOND:

Due to COVID-19 Boulder County offices remain closed to the Public, therefore, the County will accept a facsimile of the required Payment Bond and Performance Bond in lieu of the actual bonds from the selected contractor. Prior to work commencing, the selected contractor will be required to submit the actual bonds to the County either via in-person or by mail delivery.

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 in the Bid Tab section.

Payment and Performance Bond requirements are addressed in the attached Sample Contract. Bonds must be received and approved, by the County, prior to work commencing. Retainage and a Notice of Final Settlement posting will be required.

PAYMENT AND INVOICING:

Payment will be processed based upon work completed, inspected and approved by the County.

Contractors are advised this Project will be paid as specified in the BCC Procurement Provisions Addendum. Final payment of required 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 BCC Procurement Provisions Addendum, and the Construction Specifications.

Contractor shall submit, in writing, to Boulder County, a request for payment. Invoices shall be submitted on company letterhead and include, but not limited to, depending on the activity completed, designated project name, date(s), type of work performed. Additionally, all invoices should contain the current date, invoice number, amount due and current return address. Contractors will also include any assigned Purchase Order numbers issued for the project and this Invitation to Bid solicitation number.

OPTIONAL PRE-BID MEETING:

An optional, prerecorded, virtual pre-bid meeting is available to all interested parties at www.bouldercounty.org/open-space/management/niwot-ditch-diversion-repair/ starting **November 18, 2020**. 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, 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, that timely request to participate in the optional Pre-BID on-site viewing, will be permitted access to the project site, this will last approximately one (1) hour. Only three (3) designated representatives from a company/firm will be scheduled. 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. No additional conversation between the supervising county representative and interested party representatives will be conducted. Additional requests to access the project site will not be granted.

Due to the importance of the project and budgetary restraints, all interested Parties are strongly encouraged to attend the pre-bid meeting 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.

Boulder County reserves the right to decline a request for bid withdrawal (claim of error) based on a bidder's failure to view the project site as encouraged by the County.

Interested Parties should contact the Boulder County Purchasing Department at purchasing@bouldercounty.org to reserve a place at the optional pre-BID on-site viewing, reserved spaces will be on a first-come, first-serve basis. The meeting date and time will be disclosed when a reservation is made. This is not a public property, access will not be permitted beyond the pre-scheduled, pre-BID viewing. **Reservations will only be taken beginning on November 19, 2020 through the end of business, 4:30 p.m., on November 20, 2020.**

Attending the optional Pre-BID on-site viewing is not mandatory nor is it required to submit a bid for the project, but instead, is highly encouraged.

Questions regarding additional information not covered in this Invitation to BID or questions posed at the pre-bid meeting, are to be directed to purchasing@bouldercounty.org, in writing.

The county will post the answers to the submitted written questions in a posted, bid addenda, as directed, in this Invitation to BID.

Boulder County adheres to the Colorado State Department of Public Health & Environment Guidelines as related to the COVID-19 pandemic, therefore, a limit of only ten (10) people, including staff, may attend the meeting. For the safety of all potential bidders attending and staff, if you have recently been in close contact with anyone who has contracted COVID-19 or are experiencing symptoms, please refrain from attending. Additional requirements are as follows:

- a. Information will not change hands. No documents, writing instruments, business cards, sign in sheets, etc.;
- b. All participants are required to wear face coverings;
- c. All participants are required to maintain at least 6 feet of physical distancing at all times;
- d. Participants will be allowed to take photos or videos of the site in order to review with sub-contractors or reference for bid submission.

Please note that the County may reschedule the optional Pre-BID on-site viewing, terminate or modify the process at any time due to changing circumstances related to the current COVID-19 pandemic.

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. Access without County supervision is strictly prohibited.

ATTACHMENTS included in this Invitation to Bid:

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|--------------------------|--|
| 1. Attachment A: | Location Map |
| 2. Attachment B: | Plans |
| 3. Attachment C: | Project Specifications |
| 4. Attachment D: | Sample Contract |
| 5. Attachment E: | Contractor Qualification Statement |
| 6. Attachment F: | Protected Plants Wildlife Measures |
| 7. Attachment G: | CWCB Grant Agreement |
| 8. Attachment H: | CPW Grant Agreement |
| 9. Attachment I: | CDBG-DR BCC Procurement Addendum |
| 10. Attachment J: | COVID 19 Construction Guidance |
| 11. Attachment K: | Wage Determination Schedule for Heavy Construction Projects |
| 12. Attachment L: | Bid Tab Sheets (2) |

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. **December 7, 2020**. A response from the county to all inquiries will be posted and sent via email no later than **December 9, 2020**.

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 email box only, listed below, for time and date recording on or before **2:00 p.m. Mountain Time on December 16, 2020**. A bid opening will be conducted at 3:00 p.m. via email to all who have submitted a bid.

Please note that email responses to this solicitation are limited to a maximum of 50MB capacity. NO ZIP FILES OR LINKS TO EXTERNAL SITES WILL BE ACCEPTED. 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 # 7192-20** 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 Purchasing email address 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:

PROJECT LOCATION:

St. Vrain Creek is a perennial system located in the St. Vrain watershed. The Project begins approximately 2,365 feet downstream of 75th Street and extends downstream for approximately 1,200 feet.

PROJECT SCHEDULE:

The anticipated schedule, subject to change, is December 2020 through January 2021 for permitting; mobilization, clearing and grubbing to start no earlier than February 1, 2021; and the project is to be substantially complete on or by March 31, 2021, with final completion on or by April 20, 2021, 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:

Substantial Completion: Substantial completion shall be achieved where the Work has progressed to the point where, in the opinion of County, it is sufficiently complete, in accordance with the **Contract**, so that the Work (or specified part) can be utilized for the purposes for which it was intended.

1. Cold weather and stream flow protection for new grout
2. Wildlife Conservation Measures and other permitting restrictions
3. Protection of waterway from Aquatic Nuisance Species (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 or over water
5. 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
6. Vegetation installation and establishment including installation watering and irrigation watering schedule until project is accepted and for the 1-Year Warranty Maintenance period.

The schedule for construction must take into account the Bid Award and Notice to Proceed, stream flows, Niwot Ditch and associated unincorporated ditch calls on the river (if the project has not been completed by March 31, 2021), 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.

The project has been separated into two phases as is shown in the project plans and Bid Tab. The county's preference is that both phases are completed as one project, however, if bid amounts exceed available funding, priority will be given to Phase 1.

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, Private Landowners, 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. 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 Responsibilities)
 - 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
 - g. City of Longmont ROW permit for the Temporary Stockpile at 5201 St. Vrain Rd
 - h. City of Longmont Stormwater Construction Activity Permit (SCAP) for the Temporary Stockpile at 5201 St Vrain Rd
 - i. Colorado Department of Public Health and Environment (CDPHE) SWQP for the temporary stockpile area.

STAGING AREAS:

Staging areas at the project site will be determined after contractor selection in consultation with BCPOS staff. A temporary stockpile area is established at 5201 St Vrain (approximately 0.5 miles from the project site). This stockpile area holds approximately 3605CY of upland fill material that will be used for the project. A material analysis and report are available for this material. More information on the operation and maintenance of the Temporary Stockpile is included below.

PRIVATE LANDOWNER PERMISSION:

Boulder County has obtained permission from all private landowners required to complete the Project as specified in this document for access and/or work on private land. The selected contractor is required to include each private landowner as an additional insured on all certificates of insurance submitted for this Project.

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 part of the Boulder County Stream Restoration Permit.

Documentation shall include:

- a. Transportation Management Plan
- 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 (does not include the temporary stockpile area, which has a separate SWMP and was developed by BCPOS)
- 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 can commence earlier after the Notice of Award from the County, if a Pre-Authorization of Work agreement is 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 until authorized by the County.**

EQUIPMENT:

See 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, over, or adjacent to any surface waters shall be free of fluid leaks and use biodegradable hydraulic fluid.
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 have the machinery removed from the project site and include removal of any contaminated soil by the selected Contractor at the contractors expense.
5. Contractor will ensure that backup equipment is available with biodegradable hydraulic fluid to ensure that any equipment breakdown does not cause a delay in work. It is recommended that at least two excavators equipped with biodegradable hydraulic fluid are available onsite.
6. 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.
7. The selected Contractor will be responsible for providing on-site portable restroom facilities for their staff.

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 irrigation ditches, or St. Vrain Creek for any construction or maintenance activities without a prior 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 the project and vetted through the County. The contractor must submit any water purchase, lease, or use agreement in writing to Boulder County. 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 water lessor, 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 County 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 has 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. Trucks can be utilized from existing roads and/or trails with hoses for irrigation, or on agreed upon access routes.

LIVE WILLOW STAKING

- a. Willow collection. Willow cuttings shall be collected by CONTRACTOR from within the project area or from another BCPOS property as determined by BCPOS Vegetation Specialist.

All willow cuttings will be harvested while dormant, stripped of all branches. Willows shall be cut by hand. Willow cuttings taken from designated plants shall be between 0.75 to 1.5 inch in diameter at the narrow end. Willow cuttings shall be 48 inches long with the bottom end cut off at a 45-degree angle and the top end with a straight, blunt cut. The cuttings will be placed into water within one hour of cutting and then placed in cold storage on the same day as harvesting. Cuttings shall be kept hydrated during cold storage until time of planting. Willow cuttings shall be cold stored, but no longer than 6 months. Prior to planting cuttings shall be soaked at a water depth of one (1) foot for 5-7 days prior to planting. Water shall be free from any harmful oil, chemical, sprays, or other materials. Cuttings shall be maintained in a shaded, moist, and cool condition from the time of harvest through the time of installation, including during transportation and upon delivery to the site. The cuttings will be kept wet until placed into the ground and will not be allowed out of water for more than 30 minutes during planting.

The Contractor shall provide the PM two weeks' notice prior to beginning willow collection.

- b. Willow installation. Cuttings shall not be planted when the ground is frozen. Only the number of willow cuttings that can be planted in one day will be removed from storage and delivered to the planting site. Failure to properly store and hydrate willow cuttings or if cuttings linger on site more than 2 days before planting will be replaced by the Contractor at the Contractor's expense if said cuttings fail to thrive.

If cuttings cannot be installed directly to the required depth due to soil conditions, a dibble bar, auger, hammer drill, or other tool shall be used to create a pilot hole. The hole must be backfilled and watered so no air pockets exist around the cutting.

Cuttings shall be planted by inserting angled end first into the ground at a depth such that 6-8 inches extend into the water table or capillary fringe during the driest times of the year. Care will be taken to avoid damage to buds during handling. Water shall be applied to the willow cutting planted areas at the time of installation until the soil mass is saturated.

1. Live willow staking for toe wood. Willow Cuttings shall be planted in areas and at a density and/or spacing specified on the plant schedules on designated areas, pursuant to the Wood Toe Bank Protection detail.
2. Live willow staking for riparian revegetation area. Willow Cuttings shall be planted in designated areas and at a density and/or spacing specified on the plant schedules.

COTTONWOOD STAKING AND CONTAINER PLANTING:

Due to lack of an adequate source, BCPOS is unable to provide cottonwood poles for this project. Contractor may procure cottonwood poles if a source is secured, otherwise 14-inch deep cottonwood containers are preferred. Stock must be approved by PM prior to installation. Cottonwood container planting shall be in accordance with Section 32 93 00 of the Mile High Flood Control District standard specifications. Cottonwood poles and staking shall be harvested and installed using the same specifications as the Live Willow Staking, except that Cottonwood poles shall be between 1.0 - 1.5 inches in diameter, and must be between 3-6 ft. in length such that at least 8-12 inches of the pole extend into the water table or capillary fringe during the driest times of the year, and at least 2 feet of the cottonwood pole extend above ground. Containers and stakes shall be planted in areas and at a density and/or spacing specified on the plant schedules on designated areas.

PERFORMANCE CRITERIA FOR PLANTING AND SEEDING:

BCPOS shall require that temporarily disturbed areas are revegetated with native vegetation to the following specifications by November 2021, or 12 months after project completion:

1. All vegetation (woody or herbaceous) shall be "ecotypic" or native to the northern Colorado Front Range and Boulder County
2. Tree and shrub container plantings shall be maintained and replaced up to an 80% minimum survival rate for the term of the 1-year warranty maintenance period.
3. Willow and cottonwood clumps, cuttings, stakes, or tubelings shall be maintained and replaced up to an 75% 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%

WATER SUPPLY SYSTEM FOR DITCH WATER DEMANDS:

The contractor shall plan and design a water supply system that will enable the supply of decreed water to the Niwot Ditch and associated ditches in the event that construction work prevents the ditches from having access to the decreed water after March 31, 2021. The contractor shall provide to BCPOS the design and a plan describing the sequencing of the work needed to install the system, no later than 14 calendar days after the Notice to Proceed. BCPOS and the Niwot Ditch Company must approve all aspects of the water supply system design and plan before installation can begin. The cost of all aspects of this work, including design, modifications to the design, implementation and maintenance of the supply system until no longer needed, and removal, will be shown in the Alternative Bid Item GN-06-001 and GN-06-002.

WARRANTIES AND GUARANTEES:

Following the 12-month warranty maintenance period, or earlier if determined best for re-planting efforts to be completed within the 12-months following the Letter of Acceptance, Boulder County will survey and count live and dead willow cuttings and container trees and shrubs. The Contractor has the option to be present during this effort. Contractor is responsible for replacing all dead material until the performance criteria is reached, at the Contractor's expense, except for defects resulting from neglect by the County's abuse or damage by others, 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 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.

AQUATIC NUISANCE SPECIES AND NOXIOUS WEED PROTOCOL:

No equipment shall be mobilized to the work site unless one of the following measures are taken to prevent the spread of noxious and invasive species including aquatic nuisance species (ANS):

1. Remove all soil, plant and animal material, and debris from equipment (tracks, tires, undercarriages, turrets, buckets, drags, teeth etc.) and spray/ soak equipment with a 1: 1 solution of Formula 409 Household Cleaner and water, keeping equipment wet for at least 10 minutes, OR
2. Remove all soil, plant and animal material, and debris from equipment (tracks, tires, undercarriages, turrets, buckets, drags, teeth etc.) and spray/soak equipment with water 120-140 degrees F for at least 10 minutes.

Prior to moving such equipment onto the project, the Contractor shall submit to the Engineer a written list of the equipment and a signed certification that it was treated using one of the two methods specified above. Inspection by County of all previously used equipment is highly recommended at the cleaning location, or at the work property boundary (not recommended due to high chance of rejection). New (clean) equipment can be an exception to the cleaning requirements, as approved by County, but must still be inspected at the work property boundary at minimum. Equipment removed from the project boundary and seeking re-entry will need to be cleaned again following one of the two methods above. After project completion, this equipment shall be treated prior to its use in another stream, river, lake, pond or wetland.

Disturbance to the primary stream channel, side channels, and streambanks shall be minimized. Equipment shall not deviate from the designated access routes and staging areas to avoid the sensitive nature of this area as Preble's Meadow Jumping Mouse habitat.

OPERATION AND MAINTENANCE OF THE TEMPORARY STOCKPILE:

BCPOS has set up a temporary stockpile area at the Parks and Open Space Administrative building located at 5201 St. Vrain Road which is approximately 0.5 miles from the project site. The temporary stockpile area will be used for up to 7000CY of fill material that is being imported from another BCPOS project. The stockpile area will be set up by BCPOS staff, including obtaining the necessary permits from the City of Longmont and the CDPHE Water Quality Control Division Storm Water General Permit for Construction Activities. BCPOS staff will be responsible for control measure inspection and maintenance. The contractor will be responsible for dust control, stockpile stabilization, and any road sweeping that may be needed. The contractor will also be responsible for the demobilization of the stockpile area which includes all work necessary to restore the area back to pre-construction conditions.

CULTURAL RESOURCES:

If, during the course of work, unmarked graves, burials, human remains, or archaeological artifacts (prehistoric or historic) are discovered, the contractor shall stop work in the vicinity of the discovery, secure the site, 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 cultural resources are discovered during construction, and the County will notify State Historic Preservation Office immediately.

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) safety plan for all project activities.

PROJECT BOUNDARIES AND FENCING:

Contractor will be responsible for installing any fencing needed to delineate the project boundaries and to protect trees and other sensitive areas. Contractor will also be responsible for relocating an existing two strand electric fence in order to prevent livestock from entering the project area. Costs for this work will not be paid for separately and should be included in the mobilization bid item.

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.

TREE REMOVAL:

Contractor is responsible for all tree removal needed to complete the project. This work will be done in consultation with the BCPOS PM and other BCPOS staff. Tree removal will only be done after BCPOS staff have given approval. Tree removal includes the tree and root mass. All woody material not otherwise needed to complete the project will be removed from the project site at the contractor's expense. Limited branch pruning necessary for the access of equipment will be allowed on trees along the access routes.

1. Trees removed for the wood features will fall into one of the following categories:
 - a. Marked trees measured to have a DBH greater than 1 foot at 4.5 feet above ground surface will be salvaged with rootwad intact for use in the Rootwad Features proposed for this project. Desired rootwad width is 3 to 4 times the DBH of the tree. Salvaged trees will have a minimum length of 20 feet and, if approved by ENGINEER, will be limbed to a limb length of no more than 24 inches. Longer trees will not be shortened to less than 35 feet without the approval of the ENGINEER. Exceptions to salvage rootwad trees are those trees that are not in locations accessible with an excavator, or trees that have root systems growing out of rock.
 - b. Trees less than 0.5 feet DBH are not designated for reuse as key logs in Rootwad Feature, but may be used for Small Wood Features, floodplain habitat, or chipped onsite as directed by ENGINEER or BCPOS Project Manager. To be used for Small Wood Features, the pieces must be 3 to 8 feet in length and 0.25 to 0.5 feet in diameter.
2. Contractor shall take care to protect the intact rootwads and limbs, if present, from damage during tree removal, handling, stockpiling, and eventual installation in wood features.
3. Native woody material will be re-used to the extent possible on-site. Trees, branches, and rootwads that are not re-used in project elements will be removed from the project site at the contractor's expense.

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 start at the Boulder County Parks and Open Space Administrative Building at 5201 St. Vrain Road, Longmont, Colorado 80503 and then proceed to the project site. 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.

USE OF ON-SITE AND SUPPLIED MATERIALS:

BCPOS will be supplying some of the materials needed for the project. Please see the bid tab for additional information.

1. Embankment Material: BCPOS will supply approximately 3600 CY of material needed for upland on-site earthwork. This material has been screened to remove organic material and trash and is stored at a temporary stockpile area. Please see the Operation and Maintenance of the Temporary Stockpile at 5201 St. Vrain Road section below for details.
2. Boulders: BCPOS will supply B36 and B48 boulders as stated in the bid tab.
3. Seed: BCPOS will supply the seed needed for the permanent project revegetation.

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
3. Weekly schedule of values
4. Redlines up to date on record drawings
5. Stormwater 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
17. Any safety issues

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. Contractor shall develop a dewatering plan and obtain approval by the Engineer prior to the start of any work onsite. The dewatering plan shall be approved by the Engineer.

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.

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 Monday through Friday, 7:30 a.m. to 4:30 p.m. Work on Saturdays and Sundays, nights, and designated Federal holidays shall not be allowed unless approved, in writing, by the County. The 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 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. Change order approval may be subject to approval from Ditch Stakeholders and Trout Unlimited.

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 as is stated in the contractor responsibilities above. 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 ensuring 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 Boulder County Community Planning and Permitting Department. 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.

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 be substantially complete before March 31, 2021.

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, preapproval, 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/metadatastandards-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-gisdata.pdf>
- d. All spatial or georeferenced data will be provided to the county in the following coordinate system:

- i. Name: 22 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.

PROJECT COMPLETION SCHEDULE:

Contractors are advised:

- a. Onsite work, including mobilization, clearing and grubbing will not be permitted to start until February 1, 2021;**
- b. The Project is to be substantially complete on or by March 31, 2021;**
- c. Final completion is required on or by April 20, 2121.**



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

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	3,000,000 following form
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

***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 proposal 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.

NOTE:

Please note the special requirements for the grant funding sources and the landowners for this Project. The selected contractor shall be required to adhere to all specified requirements.

Additional Requirements:

Contractor agrees to name all funding sources, including the State of Colorado, the U.S. Department of Housing and Urban Development Community Development Block Grant – Disaster Recovery, and Private Homeowners as designated 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.

Contractor agrees to designate all participating Ditch companies, specifically, the Niwot Ditch Company, The Hager Meadow Ditch and The Northwestern Mutual Ditch companies 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.

Contractor agrees to designate the two (2) landowners, 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.

W-9 REQUIREMENT: Provide a copy of your business's W-9 with your proposal.



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

BID TAB SECTION

REFER TO EXCEL SPREADSHEET - ATTACHMENT L

**BIDDERS ARE REQUIRED TO SUBMIT BOTH BID TAB SECTIONS EITHER
COMPLETED OR INDICATING A NO-BID**



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

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.

NOTE: PLEASE REFER TO THE SELECTION CRITERIA SECTION ON PAGE 24

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

INCLUDED	ITEM
	Information on the relevant experience of key personnel
	Name and Address of all Subcontractors
	Professional certifications and/or license, including Boulder County issued Contractor’s License
	A detailed project schedule with an all-inclusive total cost
	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
	Insurance Certificate - Proof/Sample
	State your company’s ability to meet the required completion dates for the Project.
	Bid Bond
	State your company’s ability to comply with the Payment Bond & Performance Bonds conditions contained in this BID.
	W-9
	BID Tab Section I – Excel Attachment L
	BID Tab Section II – Excel Attachment L
	Signature Page
	Addendum Acknowledgement(s) (If Applicable)
	Contractor’s Duns Number
	Certificate of Good Standing
	SAM.Gov registration
	Completed BCC Procurement Provisions Addendum



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

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.