



**ADDENDUM #1  
Parks and Open Space  
Niwot Ditch Diversion Reconstruction and Fish Passage Installation Project  
BID # 7192-20**

December 9, 2020

The attached addendum supersedes the original Information and Specifications regarding BID # 7192-20 where it adds to, deletes from, clarifies or otherwise modifies. All other conditions and any previous addendums shall remain unchanged.

**Please note: Due to COVID-19, BIDS will only be accepted electronically by emailing [purchasing@bouldercounty.org](mailto:purchasing@bouldercounty.org).**

1. Question: I am interested in possibly providing the *Populus deltoides*/Plains Cottonwood in the 14" (Tall # 1) pots. There was no excel sheet with bid tab on the site. I am just interested in the quantities for this species; and when installation of these may occur?

**ANSWER: As of the latest Design Plans (Oct. 2020), the plant schedule has been modified and 14" (Tall #1) *Populus deltoides*/Plains Cottonwood pots are no longer being requested. The plant species and sizes are indicated on Page 30 of the Design Plans, under the Zone A, Zone B, and Zone C plant schedules. Plant quantities can be derived using these Planting Zone tables and quantities for each of the three Zones as indicated on the Bid Items pages.**

**Installation of plants may occur as soon as construction and final grading is complete and any soil treatments have been applied. If possible, planting can occur in discrete sections of the project area where construction is complete, even if construction elsewhere in the project is not complete. The current construction timetable has not been finalized, but will likely occur during February and March 2021. Planting can occur during that period when possible in areas where construction is complete, or as soon as all construction is complete. This includes container plantings and installation of willow stakes. In**

**the event that warm weather conditions preclude planting this spring, or if construction takes longer than anticipated, container plants can be installed during Fall/Winter 2021 dormancy.**

2. Question: There is a statement in the RFP document that says a cashier's check must be submitted with the proposal. Is this correct? In the past, we have supplied a bid bond with our proposals for CBG-DR flood recovery projects. Can you confirm if our proposal would be accepted if accompanied by a bid bond or if a cashier's check is absolutely required?

**ANSWER: No, this is not correct as read.**

**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.**

**Bidders electing to submit a bid bond should submit an electronic copy of the bid bond with their BID submittal.**

**Bidders electing to submit a certified check should scan the certified check to be included with their BID submittal AND mail the actual certified check, postmarked no later than the date of the bid deadline. Certified checks that are postmarked after the deadline will not be accepted and the bid will be rejected as incomplete.**

3. Question: Are you able to share pictures with those that did not attend the pre bid meeting?

**ANSWER: Please see the photos included in this addendum.**

4. Question: Is there an existing concrete structure that the flashboards will fit in, or is the structure on sheet 43?

**ANSWER: There is no existing structure that the flashboards will fit in. The design for the structure is shown on sheet 43.**

5. Question: What is the length of the structure? I don't see a design for the structure or model for the flashboard.

**ANSWER: All dimensions are shown on sheet 43.**

6. Question: What line item does the brush layering shown on sheet 39 go?

**ANSWER: LS-14-004**

7. Question: Is the coir wrapped soil lift the total of all the lifts or just based off of one lift?

**ANSWER: Total for all lifts.**

8. Question: Item 3, notice to dewater. Does this mean installing wells or another activity? Will Boulder County provide a licensed engineer or driller that we can put on the application?

**ANSWER: Boulder County will not be providing a licensed engineer or driller for this. The contractor is required to submit a dewatering plan that needs to be approved by the project engineer before it can be implemented.**

9. Question: Item 5. What information needs to be provided as part of the stream restoration permit? I'm assuming items a-f under "Documentation shall include"?

**ANSWER: Documentation needed is stated in the ITB under Permitting a – f.**

10. Question: Is the Transportation Management Plan through CDOT?

**ANSWER: No.**

11. Question: Is the SPCC Plan through the EPA?

**ANSWER: Boulder County does not have a requirement for this.**

12. Question: Coir Wrapped Soil Lifts: Do we need to include soil import for the fill of these soil lifts, or is that import included in other bid items?

**ANSWER: Earthwork associated with construction of soil lifts is incidental to this bid item. Unadjusted earthwork quantities are provided for the contractor to bid on. The estimated earthwork quantities are likely adequate for construction of soil lifts. However, in-situ expansion/compaction properties of the native soils were not estimated. If the contractor feels that more soil is necessary to build the lifts, please include this in the unit price for this bid item.**

13. Question: I noticed on schedule A price sheet that there are different quantities and some bid items that are not on bid tab 1 and bid tab 2. Was there an error? Is the select material shown for the toe wood bank protection sheet 37 an

import material? What line item does that go under? What line item does the soil for the soil lifts go under? Is it an imported topsoil, imported amended topsoil, native soil mixed with the compost shown on the bid schedule?

**ANSWER: Yes, the select material shown for the toe wood bank protection on sheet 37 is an import material and goes under line item RW-13-001.**

**Please see the answer to question 12 for information on the soil for the soil lifts. The soil will be native soil with amendments added per the revegetation plan.**

14. Question: What is the correct Bid Schedule to use for official submittal? The bid schedules in Attachment L which are required for submittal as per the submittal checklist do not match the Bid Schedule in Attachment C.

**ANSWER: Please see the revised bid tab – use this document when submitting your bid.**

15. Question: What is the construction budget for the project?

**ANSWER: The design engineer’s Opinion of Probable Construction Costs is \$801,967. Boulder County has the budget to cover this cost.**

16. Question: What are the material types and their estimated quantities that will be supplied to this project?

**ANSWER: Please see the bid tab for this information.**

17. Question: Are there trees that will be supplied to this project? If so, how many with root wads and how many without?

**ANSWER: On-site trees that can be used in construction are negligible: less than 10 mature native trees are likely to be cut down during construction. Boulder County does not have a supply of trees that can be used. Crack Willow cannot be used in this project.**

18. Question: In Section 32 94 00 it states that LWM harvested on site shall consist of Root Wads. Is there a estimate for the number of usable Root Wads to be harvested on site?

**ANSWER: On-site trees (LWM) with root wads that can be harvested are negligible: less than 10 mature native trees are likely to be cut down during construction in the project area. Most trees that will be removed during construction are invasive crack willow which cannot be used in stream structures.**

19. Question: Has there been a geotechnical investigation or borings completed for this project? Is bedrock anticipated to be encountered?

**ANSWER: No geotechnical work was done as part of this project.**

20. Question: Can temporary ditches be excavated into the overbank area on the south side of the St. Vrain for dewatering purposes?

**ANSWER: In general no. However, if the ditches are within the existing permitted disturbance area and the work does not impact Preble's Meadow Jumping Mouse habitat then it may be approved.**

21. Question: What are the turbidity tolerances for this project? Are there specific NTU criteria?

**ANSWER: Boulder County does not have specifications for this. Please refer to any requirements as part of the CDPHE permits needed.**

22. Question: Are there specific criteria for the use of biodegradable oil in machinery?

**ANSWER: Equipment operating within or adjacent to any surface waters shall be free of fluid leaks.**

**All fueling, oiling, or maintenance of equipment shall be performed in designated upland locations, with adequate CMs to contain potential spills.**

**Readily biodegradable hydraulic fluids or "bio-hydraulic fluids" shall be utilized for all equipment operating in water and shall not have a mineral oil base. The CONTRACTOR shall submit certification of the use of non-toxic, readily biodegradable hydraulic fluids for equipment operated in water to the ENGINEER and OWNER for approval prior to use.**

**All equipment with bio-hydraulic fluids shall be visibly marked and readily identifiable at a distance of 100-ft.**

**Base oil is preferred in the following order: vegetable oil preferred over synthetic esters or polyalkylene glycols. Bio-hydraulic fluids that have had more testing completed for Section 12 of the SDS Data Sheet for EPA VGP EAL Compliant or EU EcoLabel Compliance are preferred over no data available.**

**Acceptable readily biodegradable fluids will meet the following criteria in Section 12 of the SDS Data Sheets (Any exceptions must be approved by the OWNER.)**

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

23. Question: Are there issues and/or concerns with stranding fish if the entire project reach (Phase 1 and 2) was dewatered and can the entire project reach be dewatered?

**ANSWER: Yes, stranding is a concern. It is best mitigated by a slow dewatering of the stream over several hours. Most fish in the reach should sense the drawdown and move downstream. Boulder County staff will be available to retrieve fish that may be stranded during construction. It is possible that the entire reach may be dewatered however this would have to be approved by the project engineer.**

24. Question: What are the average flows of the St. Vrain at the project site for February, March and April?

**ANSWER: Boulder County does not have this information. Please refer to USGS stream statistics available online.**

25. Question: Please verify that Bid Tabs 1 and 2 in Attachment L are correct? They differ from the provided plan set quantities in Attachment B and specification quantities in Attachment C.

**ANSWER: Please see the revised bid tab – use this document when submitting your bid**

26. Question: Attachment L Bid tabs A and B have percentages in the quantity column, please clarify the meaning of these units. Example: item #GN-06-01, Water Control and De-Watering, a Lump Sum item has a quantity of 1.50%.

**ANSWER: Please see the revised bid tab – use this document when submitting your bid**

27. Question: For item RW-08-001 and RW-08-02 we are to buy and install boulders.

There are some materials assumed on site (240 boulders total). Please verify that it is a total of 240 boulders assumed on site and if these numbers are included in the tonnage to be installed (863 tons 194 sy) or if they can be subtracted from the totals (615 tons and 122 sy).

**ANSWER: The number of boulders on site is an estimate and are included in the total to be installed. Please see the revised bid tab for updated quantities.**

28. Question: The site walk video mentions that that log stockpile was destroyed, are all logs to be provided by the contractor or are some materials to be provided by BCPOS per the bid sheet?

**ANSWER: All logs are to be provide by the contractor.**

29. Question: The alternative bid items for water control and dewatering listed in the in the drawings are not included in the bid tabs in Attachment L, should they be included in the bid?

**ANSWER: Please see the revised bid tab – use this document when submitting your bid. The alternative bid items should be included in the bid.**

30. Question: How much water enters the St. Vrain from the Heron Lake Outlet listed on sheet 6 of the plan set in Attachment B?

**ANSWER: The Heron Lake Outlet is a flood overflow channel and does not continuously flow**

31. Question: How many hours a day is the PM required to be onsite each of the 3 days they are required, as PMs have responsibilities on multiple projects. Could an assistant PM take on some of the days?

**ANSWER: There is no specified number of hours for a project manager. An assistant project manager is acceptable from time to time as long as they are completely familiar with all aspects of the construction.**

32. Question: Will access to the project be allowed from the north through Boulder County Open Space?

**ANSWER: No.**

33. Question: Will multiple access points be allowed at each boulder riffle location?

**ANSWER: Multiple access points from the access road are not allowed. Please refer to the Staging and Access Plan included in this addendum for information on access points.**

34. Question: Is there any work to be done in the diversion ditch channel other than the headgates?

**ANSWER: Please refer to the design plans.**

35. Question: Reference Sheet 36 of 43 – Is the Cross section B-B line shown correctly on the Plan view? Should connect the Begin Head and Begin Tail points?

**ANSWER: Yes, this is shown correctly.**

36. Question: Will the on-site concrete boulders be suitable for reuse on this project?

**ANSWER: No.**

37. Question: How much material will you be providing for the Toe Wood Protection walls? How much should the contractor be expected to provide?

**ANSWER: Please see the answer to questions 17 and 18.**

38. Question: Will charred trees with intact cores be acceptable for toe wood Protection?

**ANSWER: Yes, but subject to engineer approval.**

**This Addendum No. 1 includes the following attachments:**

- A. Project Site Photos**
- B. Staging and Access Plan**
- C. License Agreement**
- D. Revised Bid Tab**



**Submittal Instructions:**

Submittals 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.**

**Please note that email responses 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](mailto:purchasing@bouldercounty.org); identified as **BID # 7192-20** in the subject line.

All proposals must be received and time and date recorded at the purchasing email by the above due date and time. Sole responsibility rests with the Offeror to see that their bid is received on time at the stated location(s). Any bid received after due date and time will be returned to the bidder. No exceptions will be made.

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



**RECEIPT OF LETTER  
ACKNOWLEDGMENT**

December 9, 2020

Dear Vendor:

This is an acknowledgment of receipt of Addendum #1 for BID #7192-20, Niwot Ditch Diversion Reconstruction and Fish Passage Installation Project.

In an effort to keep you informed, we would appreciate your acknowledgment of receipt of the preceding addendum. Please sign this acknowledgment and email it back to [purchasing@bouldercounty.org](mailto:purchasing@bouldercounty.org) as soon as possible. If you have any questions, or problems with transmittal, please call us at 303-441-3525. This is also an acknowledgement that the vendor understands that **due to COVID-19, BIDS will only be accepted electronically by emailing [purchasing@bouldercounty.org](mailto:purchasing@bouldercounty.org).**

Thank you for your cooperation in this matter. This information is time and date sensitive; an immediate response is requested.

Sincerely,

Boulder County Purchasing

**Signed by:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Name of Company** \_\_\_\_\_

## ATTACHMENT A

Niwot Ditch Diversion Reconstruction and Fish Passage Installation Project Site Photos.



Looking west up the diversion channel



Looking east from the existing diversion structure into the phase 2 area.



The location of the upstream headgate



The existing diversion structure



Staging and Stockpile area.



Access to the project site.





Main access road from St Vrain Rd.



Copyright Reserved  
The Contractor shall verify and be responsible for all dimensions. DO NOT scale the drawing - any errors or omissions shall be reported to WATERVATION without delay. The Copyrights to all designs and drawings are the property of WATERVATION. Reproduction or use for any purpose other than that authorized by WATERVATION is forbidden.

Consultants



Legend



Scale

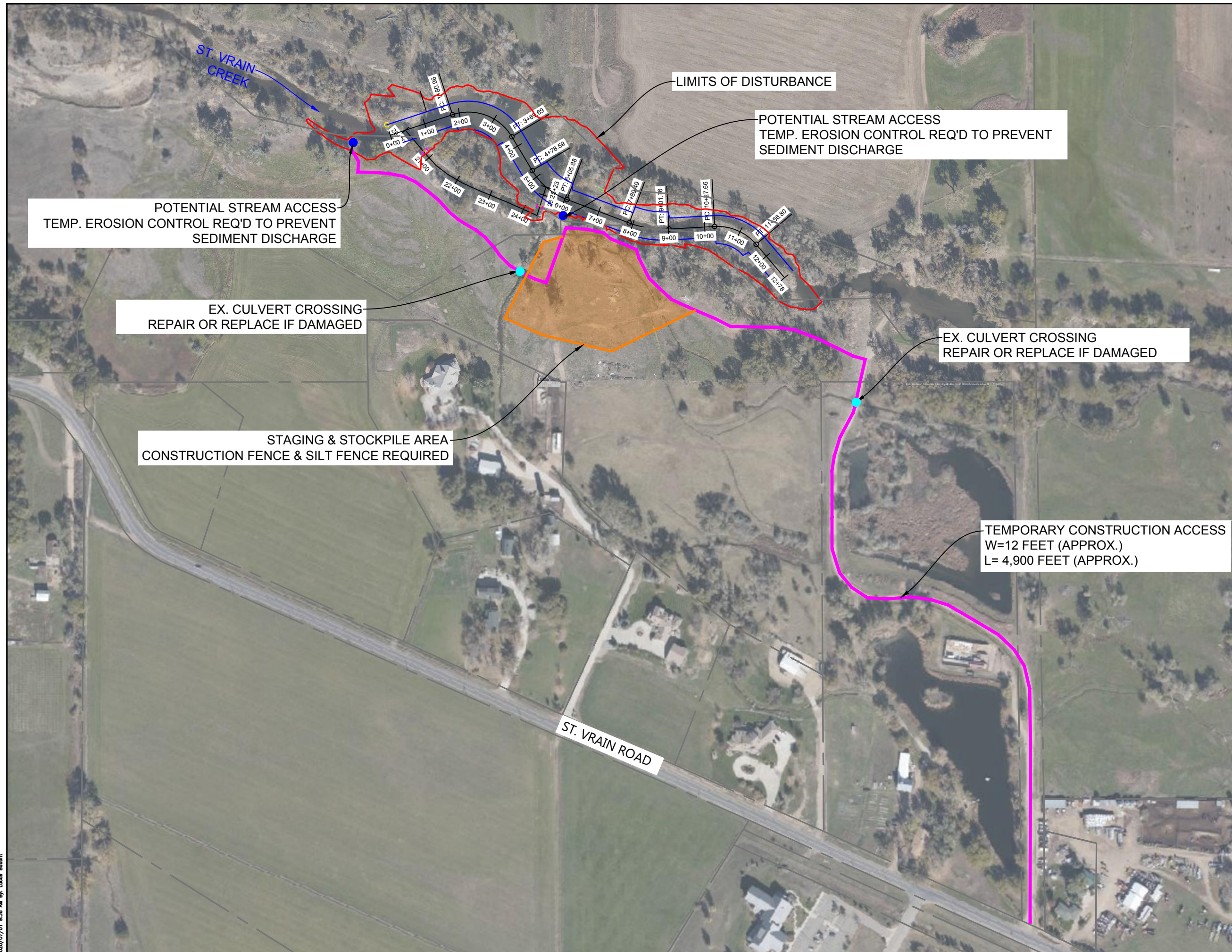
Notes

Revision	By	Appd.	YY.MM.DD
CONSTRUCTION STAGING & ACCESS	LTB	LTB	20.07.01
LIMITS OF DISTURBANCE	LTB	LTB	20.07.01
Issued		By	Appd.
File Name:	LTB	MAJ	LTB
Permit-Seal	Dwn.	Chkd.	Dsgn.
			20.21.20
			YY.MM.DD

Client/Project  
COLORADO TROUT UNLIMITED  
  
NIWOT DITCH  
DIVERSION RECONSTRUCTION  
LONGMONT, COLORADO

Title  
100% DESIGN PLANS  
STAGING & ACCESS PLAN

Project No. 2016001001	Scale 1" = 250'
Drawing No.	Sheet
	Revision



C:\Users\Bobbie\OneDrive\Documents\Projects\South Flat & Inlet Ditch Fish Passage\Construction\CD\WredDitch\_100%\_FINAL.dwg  
 2020/07/01 3:28 AM by: Lucas Babbitt

## ATTACHMENT C

### TEMPORARY LICENSE AGREEMENT

This Temporary License Agreement (the "License") is entered into this 23rd day of November, 2020, by and between the **County of Boulder**, a body corporate and politic, whose address is P.O. Box 471, Boulder, Colorado 80306 ("Licensee"), and **Lisa and Andrew Nowak**, whose address is 8049 St. Vrain Rd., Longmont CO 80503 ("Owner") (collectively the "Parties").

#### RECITALS

- A. Owner is the owner of the property generally depicted on Exhibit A (the "Nowak Property");
- B. Licensee is undertaking a reconstruction of the Niwot Ditch Diversion Structure on St. Vrain Creek in on property that is adjacent to the Nowak Property;
- C. Licensee wishes to enter temporarily on the Nowak Property in the area generally depicted on Exhibit A (the "Temporary Construction Access ") and more fully described below for the purpose of accessing the project area for the Niwot Ditch Diversion Structure on St. Vrain Creek;
- D Licensee will obtain County regulatory approval for the project via Boulder County Land Use Limited Impact Special Use Docket LU-20-0010 and will obtain all required permits to carry out said purposes, and will provide Owner with copies of all said permits when issued;
- E. Owner desires to grant this License to Licensee upon the terms set forth herein.

#### AGREEMENT

NOW THEREFORE, in consideration of Five Hundred Dollars (\$500.00), due and payable after mutual execution of this License at the address provided for herein, and the mutual promises contained in this License, and subject to the covenants, conditions, and limitations hereinafter set out, Licensee and County agree as follows:

1. License. Subject to the terms and conditions set forth herein, Owner hereby grants to Licensee a non-exclusive license to access the project area for construction of the Niwot Ditch Diversion Reconstruction Project improvements on St. Vrain Creek in the area generally depicted on Exhibit A. Licensee's use of the Temporary Construction Access shall be done as directed by Owner, and Licensee shall not use the Temporary Construction Access until said directions are given.

2. Term. The term of this License shall begin on the date it is executed and shall expire May 1, 2024, unless extended in writing or terminated as provided in this paragraph. Licensee or Owner may terminate this License upon thirty (30) days' written notice to the other party, except that Licensee shall not be able to relieve itself of its obligation to remediate or reclaim damage to the Temporary Construction Access by terminating the License. In the event that Licensee violates federal, state, or local laws or regulations or the terms of this License, the Owner may terminate

this License immediately. Prior to termination of this License, Licensee shall remove any and all equipment and/or improvements Licensee has placed along the Temporary Construction Access.

3. Work Requirements. These requirements shall apply to Licensee's use of the Temporary Construction Access:

3.1. Other Legal Use Rights. Licensee's use of the Temporary Construction Access shall not interfere with other legal rights to use the Nowak Property.

3.2. Access Routes and Use of Roads. To the extent possible and consistent with its Limited Impact Special Use Permit, Licensee will use existing roads or trails and only under dry conditions, unless Owner provides written consent to alternative access. Licensee shall not grade or otherwise improve any portion of the Property, including any existing roads. Licensee shall maintain the pre-existing condition of any existing access roads and shall repair any wear and tear or damage Licensee causes to said roads at the end of the project and also during the project if Owner so directs.

3.3. Timing and Regulations. Licensee shall only use the Temporary Construction Access between 7:30 a.m. and 4:30 p.m., Monday through Friday, unless otherwise approved by Owner in writing. Except as expressly prescribed otherwise in this License, Licensee shall otherwise abide by the Boulder County Land Use Code.

3.4. Protection of Historical or Cultural Resources. To protect any historical or cultural resources of the License Area, the Property and neighboring properties, if Licensee discovers anything that is potentially an historical or cultural resource, Licensee shall immediately notify Owner and cease all activities until continuance is authorized by County's contact for Historical or Cultural Resources, Carol Beam, Boulder County Parks and Open Space Historic Preservation Specialist (303-678-6272 or e-mail at [cbeam@bouldercounty.org](mailto:cbeam@bouldercounty.org)).

3.5. Protection of Agricultural and Natural Resources. To protect the agricultural and natural resources of the Temporary Construction Access, the Property and neighboring properties, Licensee shall comply with the following:

a. Other than expressly provided for herein or in the Limited Impact Special Use Permit, Licensee shall not move or physically alter any portion of the Temporary Construction Access or the Property. The width and scope of any disturbance shall be kept to an absolute minimum within the Temporary Construction Access. Absolutely no uses, including storage and operation of construction equipment and/or materials, outside the Temporary Construction Access are allowed.

b. Owner may require Licensee to immediately stop any and all work on the Property when the work is causing unreasonable or irreparable damage to the Property, in Owner's sole discretion. Owner may stop Licensee from working in wet or muddy conditions. Licensee shall contact primary contact prior to

working in conditions as stated above. Owner may require immediate restoration of the Temporary Construction Access to its condition prior to Licensee's activity, as may be warranted for the protection and preservation of the Temporary Construction Access and Property, in Owner's sole discretion.

c. Licensee shall not remove and dispose of any trees.

d. Licensee shall drive and park vehicles only in areas preapproved by Owner. Licensee shall not drive or park vehicles where vegetation is tall enough it could reach the underside of the vehicle and potentially spark a fire.

e. Licensee shall use best management practices to control weeds, including power washing equipment that will be working within the stream corridor, and cleaning them of mud and vegetation prior to entering the Property. Licensee shall sanitize all irrigation boots, shovels, and other tools that will touch water or soil prior to entering the Property to prevent transfer of material and weed seed in from other project sites.

f. Licensee shall use best management practices to prevent pollutants from entering storm drains or watercourses and for preventing erosion from wind and water. This may include measures to prevent wind erosion during the winter if project timing does not allow for immediate planting or reclamation. Licensee shall confirm the adequacy of all erosion methods with Owner prior to beginning work.

g. Licensee shall control litter, provide proper sanitation, properly manage any waste fluids and toxic substances, and properly dispose of all waste materials, including wastes generated by the implementation of best management practices.

h. Licensee shall not smoke on Owner property, because smoking creates opportunities for damaging the Property. Disposing of cigarette butts on Property is littering, and violators may be ticketed pursuant to Boulder County Parks and Open Space regulations.

i. Licensee shall be liable and responsible for all damage to or destruction of the Property, Temporary Construction Access or any improvements and natural features located thereon, including, but not limited to, tire ruts, fencing, survey monumentation, ditches and laterals, fencing, trees, shrubs, ground cover, and crops, caused by, related to, or arising out of, Licensee's exercise of the rights under this License. In addition, if Licensee's use of the Temporary Construction Access causes any damage to the Property, Licensee shall compensate the Owner for any damages, including, but not limited to, reseeding with appropriate seed mix, as specified by Owner, to a condition substantially similar to its condition at the signing of this License and to Owner's sole satisfaction, unless Owner requests that the area be left as is.

4. No Mechanic's Liens. Nothing contained herein shall authorize Licensee, or any person or entity acting through, with or on behalf of Licensee, to subject the Property, or any portion thereof, to mechanic's liens. If any such lien shall be filed against the Property, or any portion thereof, and Licensee has caused such lien, Licensee shall cause the lien to be discharged. In the event that such lien is not discharged within twenty (20) days after receipt of written notice of the lien by the Licensee, Owner, at its option, and at the expense of the Licensee, may enter into, defend, prosecute or pursue any effort or action (whether or not litigation is involved) which Owner deems necessary to defend the Property, or any portion thereof, from and against such lien.

5. Owner Reserves All Rights. Owner reserves all rights to use the Temporary Construction Access for purposes consistent with the rights and privileges herein granted to Licensee which will not interfere with or endanger any of Licensee's use thereof. The Parties shall work in good faith to minimize any potential interference between Licensee and ongoing use of the Temporary Construction Access and Property by County and/or its agents or assigns.

6. Indemnity. To the extent permitted by law, Licensee shall hold harmless and indemnify Owner and its employees, agents, contractors, and elected and appointed officials for any and all liability, liens, or other costs and/or losses arising from Licensee's use of the Temporary Construction Access. This indemnity shall include all costs, attorney fees, expenses and liabilities incurred in connection with any such potential claims, the investigation thereof or the defense of any action or proceedings brought thereon, and any judgments, orders, decrees, or liens, resulting therefrom.

7. Legal Compliance. All of Licensee's actions while using the Temporary Construction Access must be in compliance with federal, state, and local laws and regulations and it shall be Licensee's responsibility to receive whatever permits, permissions, and/or approvals that are necessary for the uses permitted herein. **This License does not exempt Licensee from obtaining any and all required permits from the County Land Use Department, Public Health, and Transportation Departments.**

8. Enforcement and Restoration. Owner may exercise immediate reasonable enforcement, reclamation, restoration and conservation actions when such actions are warranted for the protection and preservation of the Property. Should an activity be undertaken on the Property to which the parties have not agreed, Owner may require Licensee to immediately cease and desist from such activity. In such case, if the unauthorized activity was performed by Licensee, its employees, agents, guests and invitees, the cost of any restoration of the Temporary Construction Access or the Property shall be borne by Licensee.

9. Insurance Requirements. Licensee's contractors will name Owner as additional insured on any policies of insurance that are required by Licensee.

10. Notices. Except as otherwise provided herein, any notice provided pursuant to this License shall be to the following address and/or fax numbers, unless a Party gives written notice of a change:

To Owner:

Send All Notices to: Lisa and Andrew Nowak  
8049 St. Vrain Rd.  
Longmont, CO 80503

To Licensee:

Send Legal Notices Director  
Boulder County Parks & Open Space Department  
5201 St. Vrain Road  
Longmont, CO 80503  
Facsimile: 303-678-6179

Also Send Copies of Boulder County Attorney  
Legal Notices to: P.O. Box 471  
Boulder, CO 80306  
Facsimile: 303-441-4794

11. Exhibits. All references to exhibits herein shall incorporate such exhibits by their reference.

12. Complete Agreement. The Parties agree that this License embodies the entire understanding and agreement of the Parties with respect to the issues referenced herein, and that this License shall extend to, and be binding upon, the Parties and their respective employees, agents, contractors, heirs, personal representatives, successors and assigns. This License is personal to Licensee and may not be assigned without Owner's advance written consent.

13. Governance. This License shall, in all respects, be governed, construed, applied and enforced in accordance with the laws of the State of Colorado.

14. Counterparts. This License may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement. Facsimile and other electronic signatures shall be acceptable to and binding upon all Parties.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this License on the dates set forth in their respective acknowledgements intending that this License be effective as of the date set forth above.

**LISA AND ANDREW NOWAK**

By: Andrew Nowak Lisa Nowak

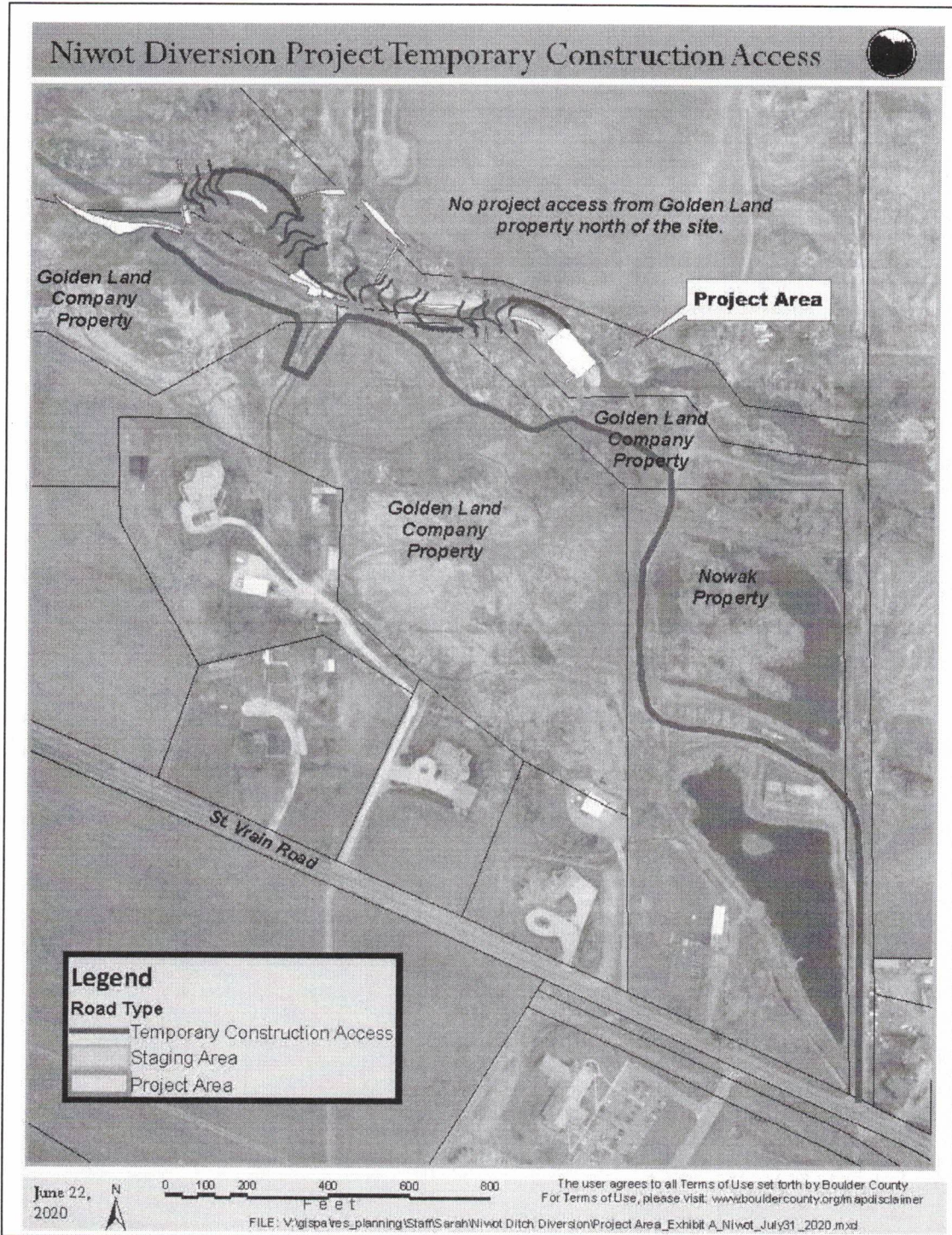
**COUNTY OF BOULDER**, a body corporate and politic

By: Eric Lane  
Eric Lane, Director  
Parks and Open Space Department



### EXHIBIT A

Depiction of the Property  
and License Area



**Niwot Ditch Diversion Reconstruction and Fish Passage Installation Project**

**BID TAB 1**

<b>BID ITEMS</b>					
<b>BID ITEM NO.</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QTY</b>	<b>UNIT PRICE</b>	<b>EXTENSION</b>
GN-01-001	CLEARING & GRUBBING	AC	0.75		
GN-02-001	MOBILIZATION	LS	1		
GN-04-001	CONSTRUCTION SURVEYING	LS	1		
GN-06-001	WATER CONTROL AND DEWATERING	LS	1		
ESC-01-001	EROSION AND SEDIMENT CONTROL	LS	1		
ESP-02-001	UNCLASSIFIED EXCAVATION (UNADJUSTED QUANTITY OF ON-SITE EARTHWORK)	CY	2,388		
ESP-03-001	EMBANKMENT MATERIAL (UNADJUSTED QUANTITY OF IMPORTED FILL - HAULING ONLY)	CY	3,605		
ESP-03-002	EMBANKMENT MATERIAL-IMPORT	CY	2,638		
ESP-08-001	COMPOST (225 CY/ACRE)	CY	1,530		
RW-07-001	GROUTED BOULDER VANES B36	SY	158		
RW-08-001	BOULDER VANES B36	TON	1,294		
RW-08-002	STACKED BOULDER WALL B48	SY	194		
RW-10-001	RIPRAP (TYPE VH=24 INCH)	CY	113		
RW-12-001	SOIL-FILLED RIPRAP (TYPE M=12 INCH)	CY	237		
RW-12-002	SOIL-FILLED RIPRAP (TYPE H=18 INCH)	CY	295		
RW-13-001	SELECT MATERIAL FOR STREAM BED ESTABLISHMENT	CY	1,110		
BP-01-001	CUT LOGS (DIA=1 FOOT, LENGTH=20 FEET)	EA	372		
BP-01-002	ROOT WAD LOGS (ROOT FAN DIA=2 FEET, LOG DIA=1 FOOT, LENGTH=20 FEET)	EA	124		
BP-01-003	SLASH (SMALL BRANCHES, LIMBS, ETC.)	CY	235		
BP-01-004	LIVE WILLOW STAKING FOR TOE WOOD (2 FEET O.C.)	EA	992		
LS-01-001	LANDSCAPE PLANTING (RIPARIAN-ZONE C: 20 FT O.C.)	EA	299		
LS-02-001	COIR WRAPPED SOIL LIFT (NEDIA KOIRWRAP 1200 OR APPROVED EQUAL)	SY	716		
LS-02-002	NEDIA KOIRMAT 900 (OR APPROVED EQUAL)	SY	350		
LS-09-001	LANDSCAPE PLANTING (WETLAND-ZONE A: 3 FT O.C.)	EA	246		
LS-10-001	PERMANENT SEEDING (UPLAND) - BCPOS TO SUPPLY SEED	AC	4.64		
LS-10-002	PERMANENT SEEDING (RIPARIAN) - BCPOS TO SUPPLY SEED	AC	2.16		
LS-14-004	LANDSCAPE PLANTING (RIPARIAN-ZONE B: 6 FT O.C.)	EA	3,328		
STR-01-001	HEADGATE STRUCTURE	LS	2		
<b>SUBTOTAL</b>					<b>\$ -</b>

<b>SUMMARY OF AVAILABLE ON-SITE MATERIALS (APPROX.)</b>					
<b>BID ITEM NO.</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QTY</b>	<b>UNIT PRICE</b>	<b>EXTENSION</b>
RW-08-001	BOULDER VANES B36 (ASSUMES 200 BOULDERS ON-SITE)	TON	440		
RW-08-002	STACKED BOULDER WALL B48 (ASSUMES 40 BOULDERS ON-SITE)	SY	72		
<b>SUBTOTAL</b>					<b>\$ -</b>

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

\_\_\_\_\_  
Name of person and title submitting BID (PLEASE PRINT)

\_\_\_\_\_  
Signature of Bidder Date

Niwot Ditch Diversion Reconstruction and Fish Passage Installation Project

BID TAB 2

BID ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENSION
GN-01-001	CLEARING & GRUBBING	AC	0.75		
GN-02-001	MOBILIZATION	LS	1		
GN-04-001	CONSTRUCTION SURVEYING	LS	1		
GN-06-001	WATER CONTROL AND DEWATERING	LS	1		
ESC-01-001	EROSION AND SEDIMENT CONTROL	LS	1		
ESP-02-001	UNCLASSIFIED EXCAVATION (UNADJUSTED QUANTITY OF ON-SITE EARTHWORK)	CY	1,328		
ESP-03-001	EMBANKMENT MATERIAL (UNADJUSTED QUANTITY OF IMPORTED FILL - HA)	CY	1,179		
ESP-03-002	EMBANKMENT MATERIAL-IMPORT	CY	0		
ESP-08-001	COMPOST (225 CY/ACRE)	CY	140		
RW-07-001	GROUTED BOULDER VANES B36	SY	0		
RW-08-001	BOULDER VANES B36	TON	441		
RW-08-002	STACKED BOULDER WALL B48	SY	0		
RW-10-001	RIPRAP (TYPE VH=24 INCH)	CY	73		
RW-12-001	SOIL-FILLED RIPRAP (TYPE M=12 INCH)	CY	0		
RW-12-002	SOIL-FILLED RIPRAP (TYPE VH=24 INCH)	CY	0		
RW-13-001	SELECT MATERIAL FOR STREAM BED ESTABLISHMENT	CY	850		
BP-01-001	CUT LOGS (DIA=1 FOOT, LENGTH=20 FEET)	EA	402		
BP-01-002	ROOT WAD LOGS (ROOT FAN DIA=2 FEET, LOG DIA=1 FOOT, LENGTH=20 FEET)	EA	268		
BP-01-003	SLASH (SMALL BRANCHES, LIMBS, ETC.)	CY	200		
BP-01-004	LIVE WILLOW STAKING FOR TOE WOOD (2 FEET O.C.)	EA	1,073		
LS-01-001	LANDSCAPE PLANTING (RIPARIAN-ZONE C: 20 FT O.C.)	EA	86		
LS-02-001	COIR WRAPPED SOIL LIFT (NEDIA KOIRWRAP 1200 OR APPROVED EQUAL)	SY	774		
LS-02-002	NEDIA KOIRMAT 900 (OR APPROVED EQUAL)	SY	0		
LS-09-001	LANDSCAPE PLANTING (WETLAND-ZONE A: 3 FT O.C.)	EA	246		
LS-10-001	PERMANENT SEEDING (UPLAND)	AC	0.00		
LS-10-002	PERMANENT SEEDING (RIPARIAN)	AC	0.62		
LS-14-004	LANDSCAPE PLANTING (RIPARIAN-ZONE B: 6 FT O.C.)	EA	955		
STR-01-001	HEADGATE STRUCTURE	LS	0		
				SUBTOTAL	\$ -

ALTERNATIVE BID ITEMS					
BID ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENSION
GN-06-001	WATER CONTROL AND DEWATERING (IF PROJECT ISN'T COMPLETED BY MA)	LS	1	\$ -	\$ -
GN-06-002	WATER CONTROL AND DEWATERING (DESIGN ONLY)	LS	1	\$ -	\$ -
				SUBTOTAL	\$ -

<b>TOTAL</b>	<b>\$ -</b>
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\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Name of person and title submitting BID (PLEASE PRINT)

\_\_\_\_\_  
Signature of Bidder Date