



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

REQUEST FOR PROPOSAL
COVER PAGE

RFP Number: 7466-23

RFP Title: **HALL RANCH 2 OPEN SPACE
ENGINEERING SERVICES FOR THE
SOUTH ST. VRAIN CREEK RESTORATION PROJECT**

Mandatory Pre-Proposal Meeting: MAY 17, 2023 – 10:30 a.m.
Location: 1605 Old South St. Vrain Road, Lyons, CO 80540

RFP Questions Due: MAY 23, 2023 – 2:00 P.M.

Submittal Due Date: **JUNE 6, 2023 – 2:00 P.M.**

Email Address: purchasing@bouldercounty.org

Documents included in this package: Proposal Instructions
Terms and Conditions
Data Requirements
Background Site Information
Specifications
Insurance and W-9 Requirements
Submittal Checklist
Proposal Section
Sustainability Questionnaire
Signature Page
Attachment A: Project Site Map
Attachment B: Purchase Order Terms
Attachment C: Confidential Data Sharing Agreement
Attachment D: Sample Contract



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PROPOSAL INSTRUCTIONS

BACKGROUND:

Boulder County Parks and Open Space (BCPOS) is accepting proposals from qualified and experienced Contractors to secure professional consulting engineering services to finalize a design for the restoration of an approximately half (0.5) mile reach of South St. Vrain Creek on the County's Hall Ranch 2 Open Space property located at 1605 Old St. Vrain Road, Lyons, approximately two (2) miles west of the town of Lyons along State Highway 7. The requested services are needed to take an existing 30% creek restoration design plan to an 80% Design Plan, Specifications, and Final Basis of Design Report (the Project), which will be used for permitting, bidding, and construction of the South St. Vrain at Hall Ranch 2 creek restoration project. The 80% Design Plan will allow for potential field changes during construction due to site specific conditions. The goals of the Project are to realign the creek to its natural course using natural channel design principles to reduce the impact of future flooding, provide public safety, protect onsite and downstream infrastructure, re-establish floodplain connectivity, and restore resilient and ecologically rich habitats.

The selected Contractor must complete the Project (Tasks 1 – 8) as described in the Specifications section by December 31, 2023.

CONTRACT LANGUAGE:

The successful proposer will be required to enter into a Contract for Services and meet all insurance requirements as required prior to any work beginning. Work will not commence until the County has issued a Notice to Proceed to the selected Contractor.

All proposers 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 RFP.

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

Additionally, the selected Contractor will be required to enter into an Agreement to access confidential areas in order to complete Project, please refer to attachment C.

PAYMENT FOR SERVICES:

Contractors are instructed to review the Data Requirements section specifically for all data related deliverables. Payment will be retained until the data submitted is 100% compliant with the County requirements as detailed.

The selected Contractor will be paid upon completion of Progressive Milestones: Monthly based on completion of tasks or portion of task (e.g., completion of 50% design) as described in the Specifications section under the header, Payment Milestones, of the Project and once said deliverables are inspected and approved by the County.

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.

Additionally, payment for Project awarded is subject to the terms and conditions of the Boulder County issued Purchase Order.

PRE-PROPOSAL MEETING:

A Mandatory Pre-proposal meeting is scheduled, starting promptly at **10:30 A.M., MAY 17, 2023**. Interested Parties are asked to meet at 1605 Old South St. Vrain Road, Lyons, CO 80540.

Proposals from firms not represented at the mandatory, pre-proposal meeting, and site visit will not be accepted.

ATTACHMENTS:

The following documents are part of this RFP:

1. Attachment A: Project Site Map
2. Attachment B: Purchase Order Terms and Conditions
3. Attachment C: Confidential and Sensitive Information Sharing Agreement
4. Attachment D: Sample Contract

WRITTEN INQUIRIES:

All inquiries regarding this RFP will be submitted via email to the Boulder County Purchasing Office at purchasing@bouldercounty.org on or before 2:00 p.m. **MAY 23, 2023**. A response from the county to all inquiries will be posted and sent via email no later than **MAY 30, 2023**.

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

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 JUNE 6, 2023**. Vendors must answer whether line-item pricing information submitted with a bid is confidential or closely held.

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. THIS INCLUDES GOOGLE DOCS AND SIMILAR SITES. ALL SUBMITTALS MUST BE RECEIVED AS AN ATTACHMENT (E.G. PDF, WORD, EXCEL).

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 **RFP # 7466-23** in the subject line.

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

The Board of County Commissioners reserves the right to reject any and all responses, 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.

Contractors and their employees, subcontractors, and agents must comply with all federal, state, and local laws, regulations, ordinances, orders, and codes, as well as Boulder County policies, guidelines, and protocols.

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. Proposers are expected to examine the drawing, specifications, schedule of delivery, and all instructions. Failure to do so will be at the proposer's risk.
 2. Each proposer will furnish the information required in the Request for Proposals.
 3. The Contract/Purchase Order will be awarded to that responsible proposer whose submittal, conforming to the Request for Proposals, will be most advantageous to the County of Boulder, price and other factors considered.
 4. The County of Boulder reserves the right to reject any or all proposals and to waive informalities and minor irregularities in proposals 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 proposals without the consent of the County Purchasing Agent or delegated representative.
 6. A signed purchase order or contract furnished to the successful proposer results in a binding contract without further action by either party.
 7. Late or unsigned proposals will not be accepted or considered. It is the responsibility of proposers to ensure that the proposal arrives at the purchasing email address prior to the time indicated in the "Request for Proposals."
 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 RFP documents will be made by Addendum. Interpretations, corrections and changes of the RFP documents made in any other manner will not be binding, and proposer 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 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 or resulting contract should be clearly stated in the bid and contract itself. Confidential/proprietary information should be readily identified, marked and/or separated from the rest of the bid. Co-mingling of confidential/proprietary and other information is NOT acceptable. Vendors must answer whether line-item pricing information submitted with a bid is confidential or closely held. Bids that do not identify confidential/proprietary information may be released in their entirety. Pricing totals contained in a bid are not 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 and products with low toxicity levels when availability, quality and budget constraints allow. Proposers 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. Proposers are encouraged to offer products and equipment with post-consumer recycled-content materials. Products should be packaged and delivered with a minimum amount of recycled packaging that adequately protects the product but is not excessive.
12. Pursuant to Colorado law (House Bill 1292), in any bidding process for public works in which a bid is received from a non-resident bidder who is from a state that provides a percentage bidding preference, a comparable percentage disadvantage will be applied to the bid of that bidder. Bidders may obtain additional information from the Department of Personnel’s website: <http://www.colorado.gov/dpa/>.



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DATA REQUIREMENTS

Contractors are required to meet 100% compliance for all data deliverables. Payment will be retained until the data submitted is 100% compliant with the County's requirements as detailed:

GEOGRAPHIC INFORMATION SYSTEM (GIS) DATA DELIVERABLE REQUIREMENTS:

1. CAD Data
 - i. Any additional CAD project data, such as As-Builts, will be delivered, by Contractor, in GIS format, in addition to CAD format.
2. GIS Data Format
 - i. All GIS data are required to be delivered, by Contractor, in an ESRI 10.x compatible format, either shapefile or file geodatabase feature class with complete metadata.
 - ii. All spatial or georeferenced (both GIS and CAD) data are required to be provided, by the Contractor, in the following coordinate system:

Name: NAD 1983 HARN State Plane Colorado North FIPS 0501 Feet

Unit: Foot US

Projection: Lambert Conformal Conic

Horizontal Datum: North American Datum 1983 HARN

Vertical Datum: North American Vertical Datum 1988

Spheroid: GRS 1980

NON-SPATIAL DATA REVIEW:

1. Data contained within reports is not sufficient for BCPOS usage. Any data presented within a report will also be delivered as a tabular data file.
2. Some BCPOS examples of non-spatial data include regularly repeated monitoring point observational data, survey results, or small grant research results.
3. Tabular data delivered to BCPOS must adhere to the following best practices:
 - a. Only include data in a data file; do not include figures or analyses.
 - b. Aggregate like data into fewer large files, rather than many small ones or separate tabs within a spreadsheet.

- c. Column headers only use alphanumeric characters or underscores. Column headers do not include spaces. Use only the first row to identify a column header.
- d. All cell data format type is formatted properly. Date fields should be in a consistent date format throughout the dataset.
- e. Do not rely on special formatting for tables.
- f. Do not hide columns or rows.
- g. Do not use zeros or blanks to represent missing data. Common alternative conventions include: -9999, NA, or NULL.
- h. Table must contain a unique identifier for each record in the table.
- i. Tabular data linking to geospatial data must contain the foreign key or identifier for the spatial feature.
- j. Metadata (information that includes data about the data) will accompany data file(s). It will be in a separate, associated word or text document, except in the case of Excel, where it should be included in an additional sheet within the workbook.

COMPUTER AIDED DESIGNS (CAD) DELIVERABLE REQUIREMENTS:

Project datum:

1. The contour interval shall be one (1) foot and vertical control shall be based on Colorado State Plane, North Zone projection, **1983 North American Datum (NAD 83)**. The horizontal control will be based on State Plane Colorado North FIPS 0501 1983 HARN.
2. All field work shall conform to the laws and ordinances of Boulder County and Colorado Department of Transportation. Traffic control will be the responsibility of the surveyor. Minimum requirements shall be advanced warning signs for each direction of traffic and personnel shall wear orange vests when working in the right-of-way. When working in the roadway refer to the Manual of Uniform Traffic Control Devices for proper signage and flagging.
3. The survey shall include the following within the outlined survey limit line shown on each site exhibit (see Attachments B).
 - a. Topography, shown at one (1) foot contour intervals.
 - b. Roadway centerline, lane lines, edge of pavement and the roads' rights-of-way easement, edge of gravel road grade, shoulder edge and or curb and gutter, flow lines of the roadside borrow ditches, flow lines of irrigation ditches, driveways including surface type, signs, property pins and found survey monuments, trails, concrete pads, any fixed horizontal items and gradebreaks.
 - c. The spot elevations along the existing roadways centerline, manhole covers and pipe inverts, valve covers, inverts of inlets, culverts and pipes shall have an accuracy of +/- (0.10') of true elevation.

- d. All property and utility easements should be shown. Include positions, directions, types and sizes of visible and underground utilities within the survey limit line (e.g. communication, gas, water, electric and telephone).
 - e. Locate and describe the size and material type of all drainage structures (e.g. ditches, swales, catch basins, culverts, etc).
 - f. Locate existing vegetation (all trees and shrubs) providing the spot with elevations of each at the ground level. All trees greater than three (3) inches in diameter shall be labeled. Location of shrub clumps and tree groupings can be combined at the drip line only if prior approval is acquired from Boulder County in writing.
 - g. Locate large trees (larger than 1 ft. diameter at tree base) with two (2) shots per tree, one (1) on the north and one (1) on the south side (or east and west).
 - h. Signposts, t-posts, or other vertical objects; positions, directions, types and sizes of visible utilities. All fixed vertical elements (buildings, benches, fences, etc.)
 - i. All property boundaries within the survey limitline.
4. Accuracy:
- a. Control points and land corners shall have a horizontal accuracy of 1/50,000. Vertical accuracy shall be a closure of +/- one-tenth foot (0.1') from beginning of project to the end.
 - b. Within the survey limit line, ninety five percent (95%) of the ground elevations determined from the data shall have accuracy with respect to true elevations of +/- one-half contour interval or better at a ninety five percent (95%) confidence level. No elevations shall deviate from the true elevations by more than one (1) contour interval.
 - c. Ninety five percent (95%) of all planimetric features located must be within +/- one half foot (0.5') of actual position on the ground at a ninety five percent (95%) confidence level.

Construction Document Deliverables:

1. A hard copy of the AutoCAD drawing(s) plotted on "11x17" sheets, ***stamped and signed by the design professional.***
2. A hard copy printout which shows layer names along with a description of the layer names used in all drawings.

Electronic AutoCAD Files:

1. Electronic drawing file in AutoCAD 2020 format or more recent AutoCAD (packaged with associated files such as fonts, images, ctb, etc.), contour lines shall have accurate z elevations. Contours shall have separate layers for the minor contours and five (5) foot contours (e.g. Contours-Minor and Contours-Major). The contour text labels must be on unique layers with similar names (e.g. Contours-Minor-txt and Contours-Major-txt).
2. The text and symbols shall be at a scale of 1"=40'. The file shall be in model space (not paper space) with 1' contours.

3. No forced colors or linetypes. Drawing entities must be created so that their color and linetype can be changed in the layer dialogue box.
4. All blocks created on layer zero with no forced colors or linetypes.
5. Create polylines with "line type gen" set "on".
6. All lines consisting of multiple intersections must be continuous polylines except for lots, section lines, right-of-way lines or other data created by curves, bearings, etc.
7. Text must be on unique layers. No mixing of text and entities except for utilities where labels and line work are to be on the same layer.
8. Layers may contain only one (1) type of information, i.e. gas lines, layer may only have polylines showing location of gas lines, with no text or other information on the layer. Layer naming must clearly describe the following: entity name, new or existing, above or underground. Use consistent naming conventions through the drawing layers.
9. All hatch layers should be named to end with the word "hatch" and be prefixed with the identical name as the layer representing the edge of the hatch. Use a separate name and layer for each type of hatch.
10. Create closed polygons for all sidewalks, curbing, driveways, and other surveyed entities.
11. Draw all utility lines both above ground and underground, with continuous polylines with no elevations (z coordinate zero).
12. Provide all AutoCAD Plot styles.
13. Survey point data files must have survey point descriptions in an understandable alpha description in both the provided survey data file and when viewed within AutoCAD. Provide a list of commonly used acronyms, i.e. EOP=Edge of Pavement, "tel ped" or TR=telecommunications pedestal, etc. Provide a list of all of the layers utilized with a description.

All field work shall conform to the laws and ordinances of Boulder County and Colorado Department of Transportation. Traffic control will be the responsibility of the surveyor. Minimum requirements shall be advanced warning signs for each direction of traffic and personnel shall wear orange vests when working in the right-of-way. When working in the roadway refer to the Manual of Uniform Traffic Control Devices for proper signage and flagging.

OWNERSHIP OF WORK PRODUCT:

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

The selected Contractor will agree to keep confidential all County Data, and will agree not to sell, copy, modify, reproduce, republish, assign, distribute, data mine, search or disclose any such confidential information to any other person or entity without the County's written permission, including metadata (e.g. aggregations of county data or analysis of county data content).

The Contractor shall not access County accounts or County Data, except in the event as required by the express terms of a written contract between the mutual Parties and/or at the express written request of the County. All data obtained by the Contractor in the performance of this solicitation resulting in a contract shall become and remain the property of the County. The Contractor shall not use any information collected in connection with the service issued from this solicitation for any purpose other than fulfilling a County contract for this RFP.



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BACKGROUND SITE INFORMATION

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Description of Project Area: The Project Area occurs on the County's Hall Ranch 2 Open Space located approximately two (2) miles west of the town of Lyons along South St. Vrain Creek (Attachment: South St. Vrain Creek Restoration Project at Hall Ranch 2 Project Boundary). Boulder County, through its Parks and Open Space department, owns and manages Hall Ranch 2 (also referred to as Hall 2). Colorado State Highway 7 borders the Project Area to the north, and the western terminus of Old St. Vrain Road (CR 84S) occurs at the project's entrance. The project is approximately 0.5 miles in length and covers an area of approximately 18 acres. The Project Area has had a long history of human and natural disturbances and is tied to several past and current restoration efforts within the surrounding area.

Creek Channelization: Between 1940 and 1950, an approximately half-mile reach of South St. Vrain Creek on what is now the Hall Ranch 2 Open Space property was channelized along the south side of State Highway 7. An aerial photograph from 1940 shows the natural alignment of the creek, which extended across the floodplain and had a more natural meander bend. The channelized alignment has been disconnected from the floodplain because of the highway on the north and mining on the south and remained relatively stable until the 2013 flood (see below) when the flood waters began cutting a new channel in the historic alignment and cut a new channel further downstream, which remains today. Returning the creek to its natural channel alignment is the purpose of this project.

Lyons Quarry: The Lyons Quarry (Colorado Division of Reclamation, Mining, and Safety (DRMS) permit number M-1977-141, also referred to as the Andesite Quarry) is located on the Hall Ranch 2 Open Space property. For over 60 years, the hillside immediately south of the Project Area has been mined, and the floodplain upon which the Project Area occurs has been heavily impacted by structures, vehicle traffic, stockpiles, and the processing of the mined materials, which left a thick layer of crushed rock across the floodplain. As part of the mine reclamation plan, the crushed rock within the floodplain was removed down to the pre-existing soil. Because the channelization of the creek was not part of the mining plan, realignment and restoration of the creek were not included in the mine reclamation permit, and the existing creek channel is outside the permit boundary. Therefore, the mining company (Holcim-WCR, Inc.) is not responsible for its reclamation.

Mining was completed in 2008, and reclamation of the quarry and floodplain began in fall 2021. Reclamation is the responsibility of Holcim-WCR, Inc. and is anticipated to be complete in early summer 2023. Although major grading and site stabilization measures will be completed at that time, Holcim-WCR, Inc. will continue to be responsible for site maintenance until DRMS releases the site's reclamation bond. At this time, it is uncertain when that will occur. The County plans to work with Holcim-WCR, Inc. and DRMS over the coming year on the timing of the implementation of the creek restoration project.

County Open Space: Boulder County purchased the Hall Ranch 2 Open Space property in 2010 and 2011 for its numerous open space values, including its significant natural resources and the potential opportunity to provide public recreation access where appropriate. Since 2011, Parks & Open Space has envisioned realigning the creek to its natural alignment to enhance these open space values.

Benefits of realigning the creek include:

1. Creating a more resilient creek system, and thus reducing the impact of future floods
2. Re-establishing floodplain connectivity to slow flood waters and provide sediment deposition
3. Restoring the creek and riparian habitats
4. Providing public safety
5. Protecting onsite and downstream infrastructure
6. Providing opportunities for potential future public uses pending approval of a future site management planning process with staff and the public

2013 Flood and Recovery: In September 2013, a significant flood event occurred on South St. Vrain Creek and the surrounding watersheds and had severe impacts, including at Hall 2 Open Space. Following the flood, several agencies, landowners, and stakeholders along St. Vrain Creek formed the St. Vrain Creek Coalition (SVCC). In 2014, the SVCC hired a consulting team to prepare the St. Vrain Creek Watershed Master Plan (Michael Baker Jr., et. al, 2014). The Master Plan "articulates the vision for the future of the watershed and guides future planning and development activity by highlighting recommended projects that align with diverse community priorities" and provides a "road-map for long-term recovery" (p. 1-1) along St. Vrain Creek. Boulder County adopted the Master Plan on February 26, 2015.

The Project Area was part of a longer reach that was deemed a Tier 1 priority project (Projects reducing flood risk due to post-flood conditions) within the Master Plan, and therefore prioritized for flood recovery funds through the Community Development Block Grant – Disaster Relief (CDBG-DR) program through the Colorado Watershed Resilience Planning Grant Program. The CDBG-DR grant covered planning, engineering and ecological surveys and analysis, restoration alternatives analysis, public engagement, and 30% design for post-flood stream restoration projects throughout a 3.2-mile corridor stretching from the County's Custode Open Space property (approximately mile marker 29.75 on State Highway 7 and immediately upstream of

Hall Ranch 2 Open Space) down to the eastern most Old St. Vrain Road Bridge upstream of the Town of Lyons.

In 2016, the County received the CDBG-DR grant and hired a consulting team to prepare the 30% design plan for the 3.2-mile section of South St. Vrain Creek. Following completion of the 30% design in late 2016, an approximately 1.2-mile stretch of the creek downstream of Hall Ranch 2 was selected to receive Emergency Watershed Protection (EWP) funds from the Natural Resources Conservation Service (NRCS) for the implementation of the 30% creek restoration design. At that time, the County retained the consulting team for the EWP funded projects to take the 30% plans for these project areas to 80% design plans, which was deemed sufficient to permit, bid, and construct the projects. Construction began in July 2017 and was completed in December 2017. Details of this project, including the 80% design plan and basis of design report, can be found at: <https://bouldercounty.gov/open-space/management/south-st-vrain-creek-restoration/>

The Hall Ranch 2 Open Space property, however, did not receive EWP or other funds for the final creek restoration design, permitting, or construction, and therefore, additional creek restoration work at the site has not occurred. Currently, the County has funds to complete the 80% design plan for this reach of South St. Vrain.

One final post-flood project along South St. Vrain Creek that received FEMA funds and was completed in 2018 occurred along the access road off Old South St. Vrain Road that leads into the Project Area. In addition to the road repairs, this project involved realigning and adding resiliency to a section of South St. Vrain Creek. Details of this project can be found at: <https://bouldercounty.gov/open-space/management/hall-ranch-2-access-road-repairs/>.

Cal Wood Fire: The Cal-Wood Fire ignited on October 17, 2020 and burned 10,115 acres across both the Lefthand Creek and South St. Vrain watersheds. Approximately 2,710 acres burned within the South St. Vrain watershed, all within the Central Gulch drainage. Fifty-eight percent of the drainage burned, and 31% of it with a high or moderate soil burn severity. (Calwood Fire - Forest Service Burned Area Emergency Response; Executive Summary Arapaho-Roosevelt National Forests, December 14, 2020).

Post-fire modeling estimated a nearly ten-fold increase in peak flows within the Central Gulch drainage. The Wildcat5 hydrologic model was used to estimate the runoff response to a storm with a 5-year recurrence interval and a duration of 1 hour. This nearly 1" storm produced a peak flow of 9 cfs in pre-fire conditions and 89 cfs in post-fire conditions.

Using the Watershed Erosion Prediction Project: Post-Fire Erosion Prediction tool (WEPP-PEP), post-fire soil loss was calculated ranging from 0-3 tons/acre, dependent on hillslope. Over 530 acres, or 20% of the most impacted hillslopes were targeted for an aerial application of wood mulch during fire recovery efforts to minimize hillslope erosion and temper peak flows.

The burned acreage in the Central Gulch drainage makes up approximately 5% of the South St. Vrain watershed above the confluence with the North St. Vrain and less than 2% of the entire

upper St. Vrain watershed. Despite the small contribution, the impacts of the Cal-Wood Fire have and may continue to produce an increased sediment load to South St. Vrain Creek. Due to its geomorphic location at the mouth of the canyon, the Project Area could play an outsized role in capturing the increased sediment and higher flows resulting from this fire and potential future fires.

Downstream Restoration Project: Approximately a quarter (0.25) mile downstream of the Hall Ranch 2 creek restoration project, The Watershed Center (<https://watershed.center/>), in consultation with Parks & Open Space, is planning a design-build creek restoration project starting in 2023. This project, which includes a portion of Hall Ranch 2, will also use the 30% design as its basis. This project, along with the project at Hall Ranch 2, will complete the series of creek restoration projects that have occurred along an approximately 3-mile stretch of South St. Vrain Creek since the 2013 flood.

Implementation of Hall Ranch 2 Creek Restoration Project: The timing of construction of the creek realignment and restoration at Hall Ranch 2 Open Space is dependent on how soon the area is successfully reclaimed and released from its reclamation bond by DRMS. In addition, funding for the restoration work is still pending, but the department hopes to complete the work prior to future public access pending a public planning process and approval of a Site Management Plan for the property. Although a portion of the funds has been secured for the implementation of the South St. Vrain Creek Restoration Project at Hall Ranch 2, the County is still working to close an anticipated funding gap for construction and will be working to secure the necessary funds over the coming year in hopes of implementing the Project in 2025 or 2026.



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SPECIFICATIONS

SPECIFICATIONS:

The Project services are required to take an existing 30% creek restoration design plan (Flood Planning & Preliminary Design Service, South St. Vrain Creek at Hall Ranch 30% Design (Matrix Design Group, 2016, <https://assets.bouldercounty.gov/wp-content/uploads/2017/03/south-st-vrain-final-design.pdf>) and Preliminary Basis of Design Report for South St. Vrain Creek Restoration at Hall Ranch (Matrix Design Group, 2016, <https://assets.bouldercounty.gov/wp-content/uploads/2023/03/south-st-vrain-creek-restoration-hall-ranch-preliminary-basis-design.pdf> and <https://assets.bouldercounty.gov/wp-content/uploads/2023/03/south-st-vrain-creek-restoration-hall-ranch-preliminary-basis-design-appendices.pdf>) to an 80% Design Plan, Specifications, and Final Basis of Design Report (the Project), which will be used for permitting, bidding, and construction of the South St. Vrain at Hall Ranch 2 creek restoration project.

Task 1: Project Management and Administration

The Contractor shall provide all necessary administration, communication, coordination, documentation, scheduling, reporting, and related activities for the overall completion of the Project. The Contractor shall assign one primary project manager for the project. The project manager shall be the main point of contact throughout the duration of the contract and will work directly with Parks & Open Space's project manager, or their designees, in the management and administration of the Project, including, but not limited to, the following:

1. Project schedules and milestones, including critical paths and areas of concern
2. Project budget, including budgetary constraints
3. Plan for communication between the Contractor and Parks & Open Space staff including lines of communication
4. Project kickoff meeting, which will include, at a minimum, an introduction of the Contractor's project team and Parks & Open Space staff, roles and responsibilities, plan for communication, schedule and milestones, tasks and deliverables, and an overview of the Contractor's approach.
5. Meetings and workshops, as necessary and appropriate, including providing agendas and relevant background information a minimum of two days prior to the meeting and providing minutes and action items within two days of the meeting

6. Regular, timely, and necessary communication with clear and concise information and requests to the county project manager, including bi-weekly project coordination and progress meetings
7. Necessary information, reviews, and approvals from county staff
8. Timely and reasonable solutions to any risks or issues that may affect the project
9. Ensure timely and complete delivery of Deliverables

The Contractor's project manager shall generally be available Monday through Friday, 8:00 a.m. until 5:00 p.m. (MT) for the duration of the project.

Task 2: Background Information Review

The Contractor shall review, document, and incorporate into the Project all background and technical information related to the Project, which includes, but may not be limited to, the following:

1. Flood Planning & Preliminary Design Service, South St. Vrain Creek at Hall Ranch 30% Design (Matrix Design Group, 2016) and Preliminary Basis of Design Report for South St. Vrain Creek Restoration at Hall Ranch (Matrix Design Group, 2016), including:
 - a. 30% drawings / CAD files
 - b. 30% HEC-RAS models
 - c. Associated design calculations
2. Cal- Wood Fire - Forest Service Burned Area Emergency Response; Executive Summary Arapaho-Roosevelt National Forests December 14, 2020
3. Design and construction documents from Parks & Open Space's EWP-funded South St. Vrain Creek Restoration Project (<https://bouldercounty.gov/open-space/management/south-st-vrain-creek-restoration/>)
4. Design and construction documents from the Project Area's access road and creek repairs (<https://bouldercounty.gov/open-space/management/hall-ranch-2-access-road-repairs/>)
5. Lyons Quarry reclamation and as-built plans related to the floodplain, if available.
6. Miscellaneous electronic, GIS, and hard copy files available through Parks & Open Space.

Following an initial review and analysis of the background and technical information review, the Contractor shall conduct a meeting with Parks & Open Space staff to review the information and to develop a list of critical path items for project assessment and design.

All background and technical information shall be incorporated as appropriate into the 80% Design Plan and Final Basis of Design Report.

Task 3: Site Assessments and Investigations

The Contractor shall perform all necessary site assessments and investigations within the planning area to complete the Project, which may include, but not limited to, the following:

1. Assessment and documentation of the Project Area's geology, hydrology, geomorphology, soils, ecological conditions, and other relevant physical components.
2. Site surveys that are complimentary to existing available mapping, to a level of detail suitable to have a reasonably accurate description of the proposed improvements as depicted in the 30% design plans (quantities, matching elevations, etc.) for each physical component requiring evaluation and sufficient to evaluate hydraulic water surface elevations for current and proposed conditions.
3. Develop and run all necessary models, including:
 - a. Hydraulic models
 - b. Geomorphic channel evolution model
 - c. Sediment transport models

All site assessments and investigations shall be incorporated as appropriate into the 80% Design Plan and Final Basis of Design Report.

Task 4: Basis of Design Report

The Contractor shall prepare a Final Basis of Design Report for the 80% Design Plan. The report shall explain and document the hydrology, hydraulics, sediment transport, geomorphic features, ecology, and other features of the Project Area and will provide support for the selection, layout, and size of each design component in the 80% Design Plan. The Preliminary Basis of Design Report for South St. Vrain Creek Restoration at Hall Ranch (Matrix Design Group, 2016) will be used as a foundation for this report.

The report shall include:

1. Project goals and objectives
2. Summary of relevant background information
3. Site assessment information
4. Hydrology and hydraulics data: models, results, and supporting electronic files (models, AutoCAD, and GIS)
5. Geomorphic data: cross-sections, pebble counts, photos
6. Sediment transport analysis: results and supporting data
7. Ecological and habitat requirements
8. Design elements: including but not limited to main channel, floodplain connectivity, rock structures, large wood structures, soil conditioning, revegetation
9. Specifications
10. Permitting requirements: including but not limited to the following permits Boulder County (BC) Limited Impact Special Use, BC Floodplain Development, BC Grading, Transportation / Roadways, CDPHE Dewatering, CDPHE Stormwater, USACE Clean Water Act, USFWS Threatened and Endangered Species, and National Historic Preservation Act
11. Operations and maintenance plan
12. Final construction cost estimate
13. Other information deemed necessary by the Contractor and BCPOS
14. Maps

15. Meeting notes

A preliminary draft (50%) and final draft (90%) Basis of Design Report shall be submitted for review and approval by BCPOS. The Contractor shall provide changes as necessary to the report and written responses to all comments or edits made by BCPOS.

The final Basis of Design Report shall be stamped by a Colorado registered professional engineer.

Task 5. 80% Design Plans

The Contractor shall prepare an 80% Design Plan with sufficient details on all aspects of the project for permitting, bidding, and construction. The 80% Design Plan set shall include:

1. General Information: cover sheet, notes and legends, quantities, survey control, index sheet
2. Horizontal Control
3. Stormwater Management Plan: haul and access routes, stormwater control plan
4. Demolition Plan
5. Grading Plan
6. Main Channel Plan and Profiles
7. Sections: cross sections
8. Creek Details: main channel, riffles, overflow channels, rock ramp, habitat boulders, large wood structures, floodplain and overflow channel sill, and additional structural cross-sectional details.
9. Revegetation Plan: revegetation schedule and notes, revegetation plan
10. Revegetation Details

A preliminary draft (50%) and final draft (90%) the 80% Design Plan shall be submitted for review and approval by BCPOS. The Contractor shall provide changes as necessary to the design plan and written responses to all comments or edits made by BCPOS.

The final 80% Design Plan shall be stamped by a Colorado registered professional engineer.

Task 6: Specifications

The Contractor shall prepare Specifications for the Project based on the Colorado Department of Transportation's (CDOT) and previous BCPOS specifications for stream restoration projects. The Specifications shall cover all aspects of the Project and include:

1. Summary of Work
2. Corresponding specification for each pay item.
3. Schedule of values for the categories of work included.
4. Any special conditions or edits deemed necessary and appropriate by the Contractor and BCPOS
5. Measurement & Payment
6. Engineers Estimate

7. Bid Schedule

A preliminary draft (50%) and final draft (90%) the Specifications shall be submitted for review and approval by BCPOS. The Contractor shall provide changes as necessary to the design plan and written responses to all comments or edits made by BCPOS.

The final Specifications shall be stamped by a Colorado registered professional engineer.

Task 7: Final Construction Cost Estimate

The Contractor shall provide quantities and cost estimates for each design element of the 80% design.

Task 8: Presentation of Design

The Contractor may be asked to present the final design to BCPOS, Boulder County Commissioners, and / or the BCPOS Advisory Committee. A price for each presentation shall be provided and shall include the necessary preparation and presentation.

TASKS CONTINGENT UPON COUNTY FUNDING:

Tasks 9 and 10 are optional tasks and are contingent upon on future funding by the County and Project approval. These tasks shall not commence without written approval of the County. Task 9 is anticipated to occur in 2024 and 2025. Task 10 is anticipated to occur in 2025 or 2026 but may be delayed.

In the event the County proceeds with Task 9 and Task 10, a Notice to Proceed will be issued separately for these two (2) tasks.

Task 9: Permit Assistance (Subject to County funding and approval)

The Contractor shall provide as-needed permitting support to BCPOS, as requested, which may include, but not be limited to the following permits:

1. Boulder County Community Planning & Permitting Limited Impact Special Use Permit
2. Boulder County Floodplain Development Permit
3. Boulder County Grading Permit
4. Boulder County and CDOT Transportation Permits
5. FEMA CLOMR/LOMR
6. U.S. Army Corps of Engineers Section 404 Permit
7. Colorado Department of Public Health and Environment Dewatering Permit and Stormwater Management Plan and Permit
8. U.S. Fish and Wildlife Service Threatened and Endangered Species Consultation
9. National Historic Preservation Act / State Historic Preservation Office Consultation
10. Other federal, state, and/or local permits as necessary

The Contractor shall provide a current rate sheet for all staff that may be engaged in this task.

Task 10: Construction Stage Engineering (Subject to County funding and approval)

The Contractor may be asked to provide construction stage engineering services. Although BCPOS will manage the construction of the project, including the construction contractor, expertise from the design Contractor will be needed to assist BCPOS in verifying design elements are constructed as designed, responding to requests for information (RFIs), and performing substantial completion inspections, construction completion inspections, and project close-out.

Construction stage engineering from the Contractor will be necessary due to the intricacies of stream restoration techniques employed through this project. By the nature of natural channel design and stream restoration projects, the designs will be developed to an 80% level in anticipation of the need to field-fit restoration features during construction. The Contractor will be needed to evaluate field conditions and material availability for construction of stream features like large wood structures and riffle structures. Based on actual conditions, the Contractor will be needed to perform calculations to evaluate resulting structures. In addition, oversight of plant material and siting of actual plantings based on in-field horizontal positions will be needed to ensure planting zones are appropriate.

The Contractor shall provide a current rate sheet for all staff that may be engaged in this task.

Project Elements

The following Project Elements shall be incorporated into the 80% Design Plan, Specifications, and Final Basis of Design Report as appropriate. Any additional elements that are deemed necessary by the Contractor shall be included in their proposal and discussed with BCPOS staff prior to inclusion in the Project.

Hydrology

- a. All physical features will be designed to handle the 100-year event. In addition, each structure so sized shall be evaluated with respect to how it handles the 10-year, 25-year, 100-year, and 500-year events.
- b. No new hydrology will be computed for the project. Hydrology from Section 7 of the 30% Basis of Design report will form the basis for the work on this project.

Hydraulics

- a. Hydraulic models for existing and proposed conditions within the Project Area will be updated from the 30% design plans. Water surface elevations, stream velocity, shear stress and stream power shall be shown in relation to stage and discharge through the reach. This hydraulics characterization will be the basis for the subsequent geomorphic evaluation.
- b. Hydraulic modeling will be consistent with previous and current restoration efforts along South St. Vrain Creek to allow a seamless transition at the downstream project boundary.
- c. In addition, further specific modeling using a two-dimensional model, such as SRH, or equivalent, will be used to evaluate the four frequency events described above for the reach of stream from the mouth of the canyon to the Old St. Vrain Road bridge. If a different reach or a different model makes more technical sense, the Contractor shall describe this in their proposal.

- d. Hydraulic modeling shall be developed on publicly available and non-proprietary software that will allow for any follow-up studies or projects to utilize the same files with little or no software acquisition fees.
- e. All hydraulics will be computed in a manner that enables subsequent documentation and processing of floodplain development related permitting with a minimum of additional effort.
- f. No-rise analysis for work within regulatory floodways or other areas of local applicability shall be performed. This no-rise will be with respect to the current effective flood plain. If the Contractor is unable to demonstrate no-rise, then a CLOMR/LOMR may be necessary for the project and would be accommodated by an amendment to the contract.

Geomorphology

- a. Field sediment sampling and characterization in support of developing a geomorphic channel evolution model (CEM) or equivalent shall be conducted to support the geomorphology and sediment transport work.
- b. Identification of existing and proposed stream style or type, bedform, planform, and channel evolution stage, using aerial photographs, mapping, and other best available information will be performed and include discussion of erosive or depositional processes and analysis of cause(s) of instability.
- c. Channel and floodplain dimensions shall be provided for low-flow, bankfull, and various flood stages including 10-year, 25-year, 100-year, and 500-year floodplains.
- d. Reference reach data, if available, may be used.
- e. Vertical and lateral channel controls shall be identified through geotechnical analysis
- f. Opportunities for channel avulsion and/or the development of split flow paths shall be identified and evaluated, including the frequency and conditions for development for such flow conditions.
- g. Erosion Hazard Zone shall be included.

Sediment Transport Analysis

- a. Preliminary geomorphic assessment, sediment transport analysis, and CEM were completed during 30% design (see section 8 of the 30% Basis of Design report).
- b. CEM or equivalent shall be used to guide field sampling and provide a context for the sediment movement and transport modeling. The CEM will identify sediment sources and reach aggradation and degradation characteristics oriented to identification of the geomorphic evolution of each reach.
- c. The number and location of reaches for evaluation shall be determined by the Contractor and approved by BCPOS before evaluation commencement.
- d. Hydraulics and sediment transport computations will be made to establish a long-term stable stream slope through the reach described under Hydraulics and provide a dynamic equilibrium for sediment transport through the system. Shear stress calculations can be accomplished using information generated by SRH and sediment stability/balance by HEC-6. If the Contractor prefers to use alternative technical analysis tools, this can be suggested as part of the proposal response.
- e. Shear stress, velocity, and stream power as a function of stage and/or discharge shall be determined.

f. Preliminary sediment transport capacity analysis shall be conducted to estimate bed aggradation or degradation over time if designing an alluvial (mobile bed) channel. Alluvial channels are defined as those that tend to have finer beds (e.g., sand to gravel range) and/or shallower slopes. Depositional features such as point bars are more prevalent due to shallower slopes and/or a greater supply of sediment. Alluvial channel design requires consideration of sediment transport capacity and continuity of the incoming sediment load as stable channel dimensions (e.g., no net aggradation or degradation over time) are much more sensitive to sediment supply factors. An example of these types of analyses are outlined on pages 9-28 to 9-48 in Chapter 9 of Part 654 of the NRCS National Engineering Handbook, Stream Restoration Design (2007).

g. Preliminary incipient motion analysis at design flows shall be conducted if designing a threshold channel. Threshold channels are those designed to have an armored bed which mobilizes at a specified design discharge (e.g., some moderate, above-bankfull flood event). Threshold channels tend to have smaller sediment load from upstream and/or route finer bed material through due to a steeper slope. They are designed using various incipient motion type design procedures as outlined, for example, in Chapter 8 of Part 654 of the NRCS National Engineering Handbook, Stream Restoration Design (2007).

h. Preliminary scour depth calculations shall be conducted for design floods.

Ecological and Habitat Requirements

- a. Provide appropriate in-stream, floodplain, and upland habitat suitable for native species.
- b. Evaluate species of concern and habitat needs.
- c. Ensure fish passage by removing potential barriers to upstream-downstream movement of sediment and aquatic organisms.
- d. Define seasonally appropriate floodplain and lateral and longitudinal connectivity requirements.
- e. Incorporate riparian, wetland, and upland habitat and vegetation target communities.
- f. Outline guidelines for construction windows for sensitive species and mitigation measures.

COUNTY RESPONSIBILITIES:

The County shall provide the Contractor with copies of

1. *Flood Planning & Preliminary Design Service, South St. Vrain Creek at Hall Ranch 30% Design* (Matrix Design Group, 2016) and *Preliminary Basis of Design Report for South St. Vrain Creek Restoration at Hall Ranch* (Matrix Design Group, 2016), including:
 - a. 30% drawings / CAD files
 - b. 30% HEC-RAS models
 - c. Associated design calculations
2. *Cal- Wood Fire - Forest Service Burned Area Emergency Response; Executive Summary Arapaho-Roosevelt National Forests December 14, 2020*
3. Design and construction documents from BCPOS's EWP-funded *South St. Vrain Creek Restoration Project* (<https://bouldercounty.gov/open-space/management/south-st-vrain-creek-restoration/>)

4. Design and construction documents from the Project Area's access road and creek repairs (<https://bouldercounty.gov/open-space/management/hall-ranch-2-access-road-repairs/>)
5. Lyons Quarry reclamation and as-built plans related to the floodplain, if available from mining company.
6. Miscellaneous electronic, GIS, and hard copy files available through BCPOS.

BCPOS will work with the Contractor throughout the Project and review all draft and final documents and provide comments to the Contractor within 2 weeks of submittals.

CONTRACTOR RESPONSIBILITIES:

The Contractor shall provide all work necessary to complete Tasks 1-8. Tasks 9 and 10 if funded and approved.

GENERAL TERMS

1. All reports and design documents must be prepared under the direction of and stamped by a professional engineer or engineers currently licensed in the State of Colorado.
2. The 80% design documents must be in conformance with generally accepted engineering practices and comply fully with all applicable codes and regulations, necessary permits, as well as any potential funding agency requirements.
3. Two hard copies of all work products will be delivered together with all electronic files.
4. In addition to hardcopies of all reports and design documents, all reports and written documentation shall be submitted electronically as a Microsoft Word file and design documents shall be submitted as a Civil 3D or equivalent electronic drawing file (most current electronic versions).

PAYMENT MILESTONES:

The Contractor shall submit invoices, as applicable, to Boulder County at the completion of 25%, 50%, 75%, and 100% of each task. Boulder County at its discretion shall pay the amount or a reduced amount if warranted based on the amount of work completed.

DELIVERABLES:

The Contractor shall provide all deliverables associated with the Project, which Boulder County will utilize to permit, bid, and construct the project. The design package shall include:

1. Final Basis of Design Report
2. Final 80% Design Plan
3. Final Specifications
4. Final Construction Cost Estimate

The selected Contractor must complete the Project (Tasks 1 – 8) by December 31, 2023.

PERMITS, LICENSES, LOCATES AND CODES:

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

Contractor is responsible to contact and coordinate with utility companies regarding protection of existing utilities and special requirements at utility crossing locations, as well as, other conditions where 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.

CONTRACTOR LICENSING:

It is the responsibility of the selected Contractor to apply for and ensure the appropriate Contractor's license is obtained.

It is required for all Architects, Professional Engineers and Professional Land Surveyors to be fully-licensed through the State of Colorado.

SUBCONTRACTORS:

Contractor is required to disclose to County the complete business name(s) of all potential subcontractors that will be assigned to this Project, should the Contractor be selected. Contractor acknowledges that it is completely responsible for the actions or inactions of its subcontractors. Contractor shall be responsible for the compliance of all subcontracting parties with the terms of the Contract and with any applicable local, state or federal laws or regulations. Contractor shall be solely responsible for timely payment of its subcontractors.

PROJECT COMPLETION SCHEDULE:

The date of completion will be on or by **DECEMBER 31, 2023**.

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.

OVERNIGHT CAMPING:

Boulder County prohibits any overnight camping; all operational staff, including designated security staff, are not authorized to be present at Project site from sunset to sunrise, the open space property will remain closed during these hours to the contractor and its subcontractors and/or designated representatives and/or agents, unless specifically authorized by a BCPOS representative.

HOURS OF OPERATION:

Contractor work hours shall be designated as Monday through Friday, 8:00 a.m. to 5:00 p.m. (MT). Work on Saturdays and Sundays, nights, and designated Federal Holidays shall not be allowed unless approved, in writing, by the County.



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1325 Pearl Street
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INSURANCE AND W-9 REQUIREMENTS

INSURANCE REQUIREMENTS:

General Liability \$1,000,000 Each Occurrence
 \$2,000,000 General Aggregate
 \$2,000,000 Products Completed Operations Aggregate
 3 years Products/Completed Operations

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

In regards to General 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.

W-9 REQUIREMENT:

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



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SUBMITTAL CHECKLIST

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

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

INCLUDED	ITEM
	Name and Address of firm/Organization
	Telephone and Email address
	Name and Address of the Partners and Subcontractors – IF APPLICABLE
	A detailed project schedule with an all-inclusive total cost include Contractor’s ability to meet Project Completion Schedule
	Information on the relevant experience of key personnel
	State your compliance with the Terms and Conditions in the Sample Contract and Confidential and Sensitive Information Sharing Agreement contained in this RFP. Specifically list any deviations and provide justification for each deviation.
	State your compliance with the Data Requirements contained in this RFP. Specifically list any deviations and provide justification for each deviation from Data Deliverables Section requirements.
	Sustainability Questionnaire
	All documentation as stated in the Proposal Section Instructions
	Insurance Certificate – Proof of Insurance - SAMPLE
	Copies of Professional certifications and/or license
	W-9 from current year
	Signature Page
	Line Item Pricing Question Response with Signature
	Addendum Acknowledgement(s) – IF APPLICABLE

THIS QUESTION MUST BE ANSWERED AS PART OF YOUR PROPOSAL PACKAGE: Bidder will answer Yes or No indicating compliance and complete signature block below:

YES OR NO	ITEM
	Do you customarily keep line-item pricing information, such as the information being submitted with this proposal, confidential or closely-held?

Company Name

Name of person and title submitting BID (PLEASE PRINT)

Signature of Bidder Date



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EVALUATION CRITERIA

The proposals will be reviewed by a selection committee. The committee may request additional information from vendors or request interviews with one or more vendors. Final evaluation and selection may be based on, but not limited to, any or all of the following:

- A. SCOPE OF WORK RESPONSES
- B. QUALIFICATIONS AND CREDENTIALS OF THE CONTRACTOR
- C. EXPERIENCE WITH SIMILAR STREAM RESTORATION PROJECTS
- D. TOTAL PROPOSAL COST
- E. OVERALL QUALITY OF PROPOSAL

A scoring matrix with the order and priority of criteria to be used by the county in its evaluation and selection process is shown below:

Description	Points
SCOPE OF WORK RESPONSES	20
QUALIFICATIONS AND CREDENTIALS OF THE CONTRACTOR	20
EXPERIENCE WITH SIMILAR STREAM RESTORATION PROJECTS	25
TOTAL PROPOSAL COST	25
OVERAL QUALITY OF PROPOSAL	10
Total Possible	100



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PROPOSAL SECTION

PROPOSAL REQUIREMENTS

Proposals shall include the following information:

Qualifications / Experience / Credentials

1. Provide a statement of the Contractor's qualifications and experience with designing and implementing stream restoration projects. Provide three (3) examples of similar projects and include owners' reference
2. Provide resumes and credentials of all staff who will be working on the Project and include specific expertise, roles and responsibilities, licenses, years of experience, and capacity to work on the project.

Scope of Work Responses

1. Provide a detailed description of your strategy and plan for completing the Project. This description should include the steps you plan to take to fulfill the scope of work as outlined in this RFP and a general timeline.
2. Rate Sheet / Fee for Scope of Services
Provide a company rate sheet for all team members, as well as the fee for the scope of services outlined in this RFP.
3. References
Provide a minimum of three (3) references who have worked directly with the Contractor on the design and implementation of a stream restoration project.

Proposers are instructed to submit a written proposal with this RFP Project number including the, date, name of proposer, title and company contact information listed.



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PROPOSAL SECTION

<u>Task Number</u>	<u>Task Description</u>	<u>Cost</u>
1.	Project Management and Administration	\$ _____
2.	Background Information Review	\$ _____
3.	Site Assessments and Investigations	\$ _____
4.	Basis of Design Report	\$ _____
5.	80% Design Plan	\$ _____
6.	Specifications	\$ _____
7.	Final Construction Cost Estimate	\$ _____
8.	Presentation of Design	\$ _____

Contractors are advised to note the terms regarding Task items No. 9 and No. 10 in the Specifications section, specifically the Tasks Contingent Upon County Funding.

TOTAL \$ _____

 Company Name

 Name of person and title submitting PROPOSAL (PLEASE PRINT)

 Signature of Proposer

 Date



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SUSTAINABILITY QUESTIONNAIRE

This questionnaire is applicable to firms that provide services as well as those that provide goods. Please answer the questions to the best of your ability.

1. What sustainability certifications does your business have? Please check the items that apply:

- B-Corp
 - Green Business Bureau
 - Fair Trade USA
 - Green C Certification
 - None
 - Other - describe any other certifications your company has related to sustainability.
-
-

2. Does your company have a sustainability vision/commitment/values statement or policy? Please check the items that apply:

- Our sustainability statement/policy describes our company's sustainability initiatives.
 - We have formed an oversight committee to ensure the success of our sustainability policy.
 - Our sustainability statement/policy describes how our company explores opportunities to work with communities, governments and non-governmental and professional organizations to help articulate, teach and advance the principles of sustainability.
 - We are currently in the process of developing a sustainability statement/policy consistent with a commitment to promote environmental, economic, and social sustainability.
 - None
 - Other - Provide (or supply a link) your company's sustainability statement/policy.
-

3. What policies are in place to monitor and manage your supply chain regarding sustainability issues? Please select all that apply:

- We apply sustainability criteria when making purchasing decisions.
- We partner with suppliers who share in our sustainability commitment and/or work with them to reduce the impact to the environment of our resource needs as well as improve worker conditions.
- We purchase “green” (i.e. recyclable, reusable, non-toxic, compostable, fair trade and made from 100% post-consumer recycled materials) supplies, products, and materials.
- We specify locally manufactured products in procuring goods.
- We specify products that use the Electronic Products Environmental Assessment Tool (EPEAT) standards in procuring goods.
- None.
- Other – describe other ways your company monitors and manages your supply chain concerning environmental issues.

4. Does your company promote sustainable transportation in its operations? Please select all that apply:

- We own, rent, or lease electric fleet vehicles.
- We own, rent, or lease hybrid or natural gas fueled fleet vehicles.
- We encourage carpooling, public transportation, and using other alternative modes of transportation.
- We subsidize public transportation for employees.
- We have an established Green Transportation Plan
- We are developing a Green Transportation Plan
- We offer flexible hours, telecommuting, or a compressed work week.
- We utilize teleconference, video conference, WebEx or GoTo Meetings (or other similar conferencing services).
- None
- Other – describe other ways your company promotes sustainable transportation. If applicable, use this space to describe your company’s Green Transportation Plan (whether existing or in development).

5. What does your company do to minimize the environmental impacts associated with shipping? Please check the items that apply:

- We have established company policies and procedures that minimize the need for shipping in the first place
- We combine deliveries with customer visits.
- We consolidate deliveries.
- We use bike couriers for local delivery.
- We utilize electronic communications and electronic transfer of documents, such as e-mail, fax and Portable Document Format (PDF).
- We specify products that can be purchased locally within a 500-mile radius of the delivery location in procuring goods.
- We are currently evaluating what the company can do to minimize the environmental impacts associated with shipping (must describe below; no additional points awarded for providing this description).
- Our packaging/shipping materials are reusable.
- Our packaging/shipping materials are made from 100% post-consumer recycled materials.
- N/A
- Other – describe what your company does to minimize the environmental costs associated with shipping. If applicable, use this space to provide required description(s).

6. Has your company ever been cited for non-compliance of any law, regulation, ordinance, code, rule, standard, or policy regarding an environmental or safety issue? Please check the item that applies:

- No, my company HAS NOT been cited for non-compliance regarding an environmental or safety issue.
- Yes, my company HAS been cited for non-compliance of an environmental or safety issue.
- N/A State the reason, date and outcome of the citation:

7. What programs do you have, either in place or currently being planned, to promote resource efficiency? Examples include energy or waste audit programs. Please check the items that apply:

- We have an established zero waste program.
- We utilize a facilities energy management system.
- We have adopted a climate action plan.
- We have a water conservation program.
- We have formed a sustainability committee to identify sustainable solutions for our company.
- We are a member of various sustainability organizations.
- We are recognized by peers and environmental organizations for providing leadership in Sustainability.
- None
- Other - what other programs do you have in place or planned for promoting resource efficiency?

8. If your business’s proposal involves the provision of a product, does the manufacturer of the product, whether your business or an outside entity, have a sustainability policy statement? Please check the item that applies:

- No, the manufacturer of the product that I am proposing DOES NOT have a sustainability policy statement.
- Yes, the manufacturer of the product that I am proposing HAS a sustainability policy statement.
- Not applicable.

Provide Sustainability Policy Statement:

9. If your business’s proposal involves the provision of a product, has the manufacturer of the product, whether your business or an outside entity, ever been cited for non-compliance of any law, regulation, ordinance, code, rule, standard, or policy regarding an environmental or safety issue? Please check the item that applies:

- No, the manufacturer of the product that I am proposing HAS NOT been cited for noncompliance regarding an environmental or safety issue.
- Yes, the manufacturer of the product that I am proposing HAS been cited for noncompliance regarding an environmental or safety issue.
- Not applicable.

Provide reason, date and outcome of the citation:

10. If your business’s bid/proposal involves the provision of a product, has an environmental life-cycle analysis of the product that you are proposing been conducted by a certified testing organization, such as Green Seal, Energy Star, and Cradle to Cradle? Please check the item that applies.

- No, an environmental life-cycle analysis of the product that I am bidding/proposing HAS NOT been conducted by a certified testing organization, such as Green Seal.
- Yes, an environmental life-cycle analysis of the product that I am bidding/proposing HAS been conducted by a certified testing organization, such as Green Seal.
- Not applicable.

Provide certification:



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.

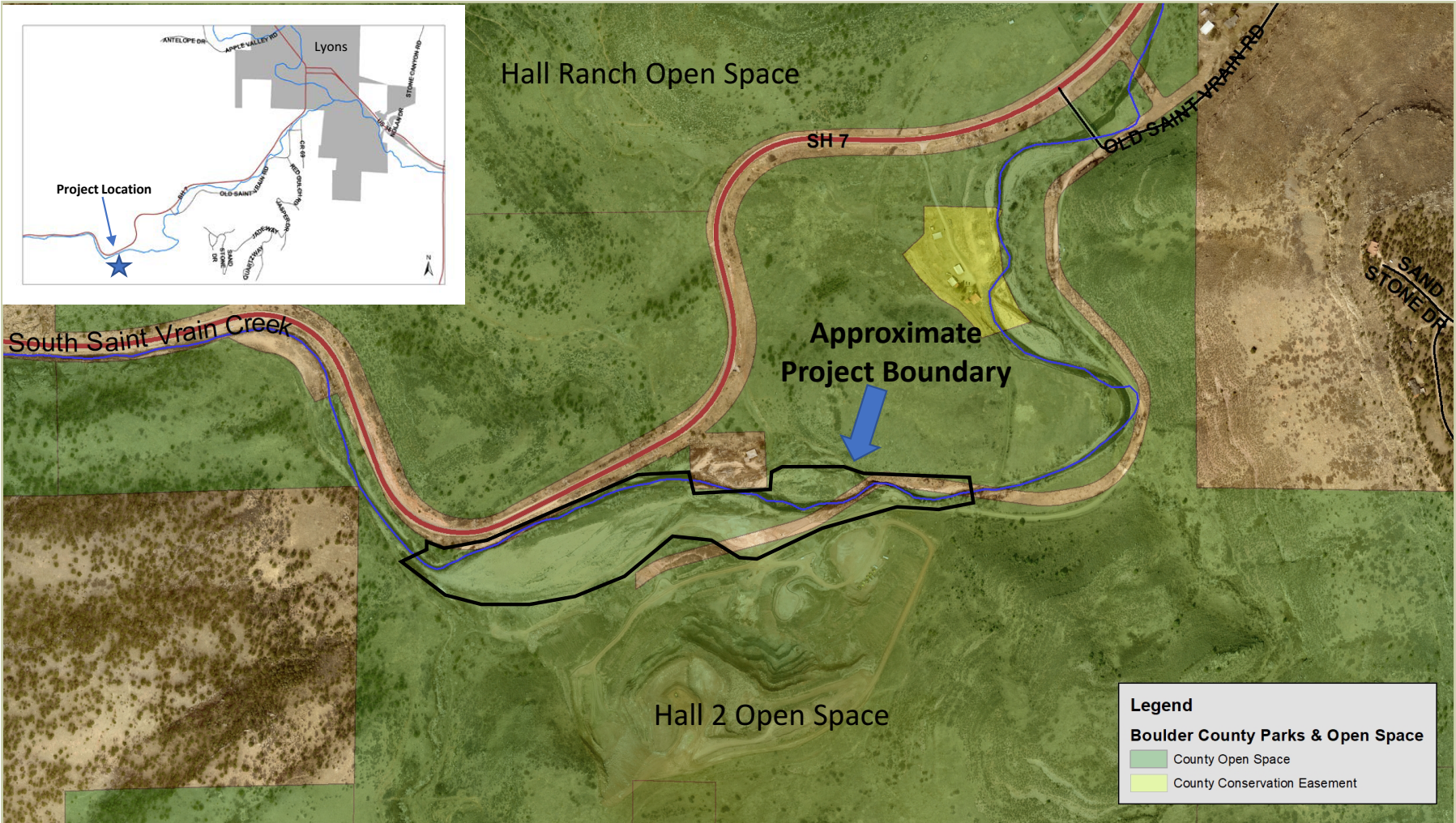
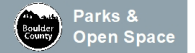
**Signature of Person Authorized to Bid on
 Company's Behalf**

Date

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

ATTACHMENT A

South St. Vrain Creek Restoration Project at Hall Ranch 2 Project Boundary



TERMS AND CONDITIONS

THE ARTICLES SPECIFIED ARE SUBJECT TO THE FOLLOWING CONDITIONS

1. The offer of seller, either orally or in writing, shall for all purposes be deemed accepted upon execution of this purchase order.
2. No terms additional to or different from those contained herein shall be valid or effective unless otherwise specified on this purchase order.
3. The Seller acknowledges that it has carefully reviewed and examined this purchase order with all of its incorporated documents attached, and the Seller will not make any claim to the Purchaser based upon or arising out of any misunderstanding or misconception on its part of the provisions and requirements of this purchase order: The seller acknowledges that it has fully examined and analyzed all conditions that could affect its performance and that no conditions exist which would affect the progress, performance, or price of this purchase order.
4. The making of payment shall not constitute an acceptance of any defective or incomplete work.
5. The failure of the Seller to perform any material obligation of this purchase order shall be deemed a default and Purchaser shall thereon be entitled, in addition to any other legal rights and remedies it may have, to cancel this purchase order. The Seller shall be responsible and liable to purchaser for all damages, costs, disbursements and expenses, including attorney's fees, incurred by the Purchaser as a result of the seller's breach or default of this purchase order.
6. This purchase order shall not be changed, modified, or altered except in writing and signed by Seller and Purchaser.
7. The right of cancellation in case of long delay in shipment is reserved.
8. No sales tax or use tax shall be included in or added to prices of materials on this order.
9. If the quantity shipped is short of the purchase order quantity, specify on the packing slip if that quantity is on backorder or canceled.
10. On prepaid freight shipments, copy of freight bill must accompany invoice.
11. This purchase order shall not be assigned in whole or in part nor shall any interest therein including the right to any proceeds and any such purported assignment shall be void.
12. Financial obligations of the county are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available as a result, the county reserves the right to terminate this agreement should necessary funds not be appropriated, budgeted, or otherwise made available.
13. If this purchase order covers equipment, materials, or containers thereof that are required by law to be constructed, packaged, labeled, or registered in a prescribed manner - such as, but not limited to, fabrics, poisons, combustibles gases, and any vehicles, storage tanks, and the like intended for transporting or storing the same. Seller hereby warrants that such equipment, materials, and containers will be in compliance with all such laws irrespective of whether Seller's shipments to Purchaser are interstate or intrastate. This provision applies whether or not a specification is furnished by Purchaser. No extra charges of any kind including charges for boxing, packaging, or cartage shall be allowed.
14. Seller hereby warrants for a period of one year after acceptance of all materials furnished hereunder by Purchaser, that all materials furnished hereunder will be free from all faults and defects, fit and sufficient for the purpose intended, merchantable, of good workmanship and in conformity with any specifications, drawings or samples specified or furnished herewith.
15. The validity, interpretation and performance of this Purchase Order shall be governed by the laws of the State of Colorado. Titles, captions or headings to any provisions, Articles, etc., shall not limit the full contents of same. If any term or provision of this purchase order is found invalid, it shall not affect the validity and enforcement of all remaining terms and provisions of this purchase order.

ATTACHMENT C

BOULDER COUNTY, COLORADO CONFIDENTIAL AND SENSITIVE INFORMATION SHARING AGREEMENT

This Confidential and Sensitive Information Sharing Agreement (“Agreement”) is entered into by and between the Board of County Commissioners on behalf of the County of Boulder, State of Colorado, a body corporate and politic, for the benefit of the Parks and Open Space Department (“County”), and _____ (the “Recipient”). County and Recipient are each a “Party,” and collectively the “Parties.”

RECITALS

1. The Recipient has requested the disclosure of certain data gathered and held by the County that the County believes to be confidential and/or sensitive and immune from the disclosure requirements of the Colorado Open Records Act (CRS § 24-72-201 *et seq.*) (the “Protected Information”).
2. The County has determined that the Protected Information is exempt from disclosure to third parties because disclosure to third parties without the County’s permission would do substantial injury to the public interest under the Colorado Open Records Act (CRS § 24-72-203(1), CRS § 24-72-204(6)(a)).
3. Additionally, use and disclosure of the Protected Information is further governed by the County’s Sensitive GIS Data Policy adopted March 26, 2015, which is available upon request.
4. The County agrees that there are legitimate purposes to which the Recipient may use the Protected Information which do not violate the Colorado Open Records Act.
5. The Parties are entering into this Agreement to set forth the terms and conditions upon which the Protected Information will be disclosed to the Recipient and the limitations upon Recipient’s use of the Protected Information.

AGREEMENT

Now therefore, in consideration of the mutual covenants, conditions, and promises contained herein, and for other good and valuable consideration, the Parties agree as follows:

1. Recipient, in accepting the Protected Information, hereby acknowledges the limitations of such Protected Information and the restrictions on its use. The Protected Information being provided is intended to comply with the Recipient’s ability to use the Protected Information for its internal purposes, but while also acknowledging that the County has legitimate concerns about the Protected Information’s use by third parties.
2. No part of the Protected Information may be copied, reproduced, published in raw form or transmitted in any form or by any means whatsoever, including, but not limited to, electronic, mechanical, photocopying, recording, scanning, or by any information retrieval system that can be

accessed by third parties without the County's prior written consent. The Recipient shall not license, relicense, sub-license, assign, release, publish, transfer, sell or otherwise make available any portion of the Protected Information to a third party without the prior express written permission of County.

3. If a third party makes a request for access to the Protected Information and alleges that it is entitled to disclosure of the Protected Information under the Colorado Open Records Act, if the Recipient is a governmental entity, it shall assert to the third party that the Protected Information is protected from disclosure by CRS § 24-72-204(6)(a) because its disclosure would do substantial injury to the public interest. If the third party challenges whether the Protected Information is protected from disclosure by CRS § 24-72-204(6)(a), the Recipient shall timely offer the County the opportunity to petition to a district court for an order permitting restriction from disclosure. If Recipient is not a governmental entity, Recipient shall instruct such third party to direct any Open Records Act requests to the County.

4. The Protected Information which is the subject of this Agreement has been developed solely for internal use only by County, and County makes no warranties, representations or guarantees, either expressed or implied, as to the completeness, accuracy or correctness of the Protected Information, nor accepts or assumes any liability arising from or for any incorrect, incomplete or misleading Protected Information provided pursuant to this purchase/request. There are no warranties and/or representations, either expressed or implied, of merchantability or fitness of the Protected Information for a particular purpose or use. The Recipient shall immediately notify the County in writing of any and all defects, errors, inaccuracies, or any other problems with the Protected Information discovered by Recipient.

5. The County is not responsible for incidental, consequential, or special damages arising from the use of the Protected Information provided to Recipient. Recipient agrees that the Protected Information shall be used and relied upon only at the risk of Recipient. Recipient agrees to indemnify and hold harmless County, its officials (elected or appointed), officers, employees, servants and agents from any and all liability, claims, losses, damages, injuries, costs and attorney fees arising out of procuring, compiling, collecting, interpreting, producing or communicating the Protected Information which is the subject of this Agreement.

6. Protected Information will remain the property of the County. The Recipient agrees that the Protected Information will be disclosed or disseminated only to the Recipient's employees who have a need to know and who are under an obligation limiting the use and disclosure of the Protected Information. Upon termination of this Agreement, or once the purpose for which Recipient received the Protected Information no longer exists, no further disclosure or dissemination of the Protected Information shall be permitted, except with written permission of the County. **Recipient shall, to the extent practicable, destroy all Protected Information and shall provide the County with written confirmation once the Protected Information is destroyed.**

7. Notice: Within sixty (60) days after a change of a Party's address, the Party shall provide the other Party with written notice of any change of address. For purposes of the notices required to be provided, all such notices shall be in writing, and shall be either sent by Certified U.S. Mail

- Return Receipt Requested, Electronic Mail, or hand-delivered to the following representatives of the Parties at the following addresses:

To the County: Boulder County Parks and Open Space
 Attention:
 5201 St. Vrain Road
 Longmont, CO 80503

To the Recipient:

8. Pursuant to the terms of this Agreement, County shall provide Recipient the following Protected Information:

9. Additional conditions of and/or rights relating to the release to Recipient of the Protected Information are as follows:

10. General Provisions:

(a) Recipient warrants and represents to County that it has full power, right, and authority to enter into this Agreement and, where applicable, to act as agent for and to be bound to perform all the terms and conditions pursuant to, this request for Protected Information.

(b) Each Party, upon thirty (30) days prior written notice, may terminate this Agreement. The obligation to protect the confidentiality of information received prior to termination shall survive.

(c) This Agreement will be governed by the laws of the State of Colorado, excepting its conflicts of law provisions. This Agreement and any amendment thereto, must be in writing and signed by an authorized representative of each Party. No failure or delay in exercising any right under this Agreement will operate as a waiver of any term or condition hereunder.

(d) The Recipient agrees to use the same degree of care to protect the confidentiality of the information it receives from the County as it would use to protect its own confidential or sensitive information.

(e) This Agreement embodies the entire agreement between the Parties. The Parties shall not be bound by or liable for any statement, representation, promise, inducement, or understanding of any kind or nature not contained herein. No amendments, changes, modifications of any of the terms and conditions of this Agreement shall be valid unless reduced to writing and signed by the Parties. This Agreement is not assignable under any circumstances whatsoever. All of the terms and conditions of this Agreement shall remain in full force and effect and apply to any changes, updates, revisions or amendments to the Protected Information which is the subject of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the last date set forth below.

RECIPIENT:

By: _____

Name: _____

Title: _____

Company: _____

Date: _____

THE COUNTY OF BOULDER, a body corporate and politic

By: _____

XXXXXX, Director
Boulder County Parks and Open Space Department

Date: _____

ATTACHMENT D SAMPLE CONTRACT

DETAILS SUMMARY	
Document Type	New Contract
OFS Number-Version	TBD
County Contact Information	
Boulder County Legal Entity	Boulder County
Department	PARKS AND OPEN SPACE
Division/Program	
Mailing Address	Boulder County Parks and Open Space Department Attn: ADMIN-Contracts 5201 St. Vrain Road Longmont, CO 80503
Contract Contact – <i>Name, email</i>	
Project Contact – <i>Name, title, email and cell phone</i>	
Main Office Telephone Number	303-678-6200
Invoice Contact – <i>Name, email</i>	Boulder County Parks and Open Space Department Accounts Payable posgrantpayables@bouldercounty.org
Contractor Contact Information	
Contractor Name	
Contractor Mailing Address	
Contact 1- <i>Name, title, email & telephone number</i>	
Contact 2- <i>Name, title, email</i>	
Contract Term	
Start Date	The Start Date shall be the date of last party signature as set forth on the Signature Page of this Contract. NOTE: Work shall not commence until a Notice to Proceed is provided by County to Contractor in accordance with paragraph 3.
Expiration Date	12/31/2023 NOTE: Work must be performed during the time period set forth in paragraph 3.
Final End Date	12/31/2028
Contract Amount	
Contract Amount	TBD
Fixed Price or Not-to-Exceed?	Fixed Price
Brief Description of Work	

RFP# XXXX-23; HALL RANCH 2 OPEN SPACE ENGINEERING SERVICES FOR THE SOUTH ST. VRAIN CREEK RESTORATION PROJECT

Contract Documents

- a. Formal Procurement (RFP/Bid/SOQ) No. Bid Variable (the "Bid Documents")
- b. Contractor's proposal in response to the Bid Documents (the "Proposal")
- c. Project Details, including project-specific terms and a Scope of Work, attached as Exhibit A (the "Scope of Work")
- d. Fee Schedule, attached as Exhibit B (the "Fee Schedule")

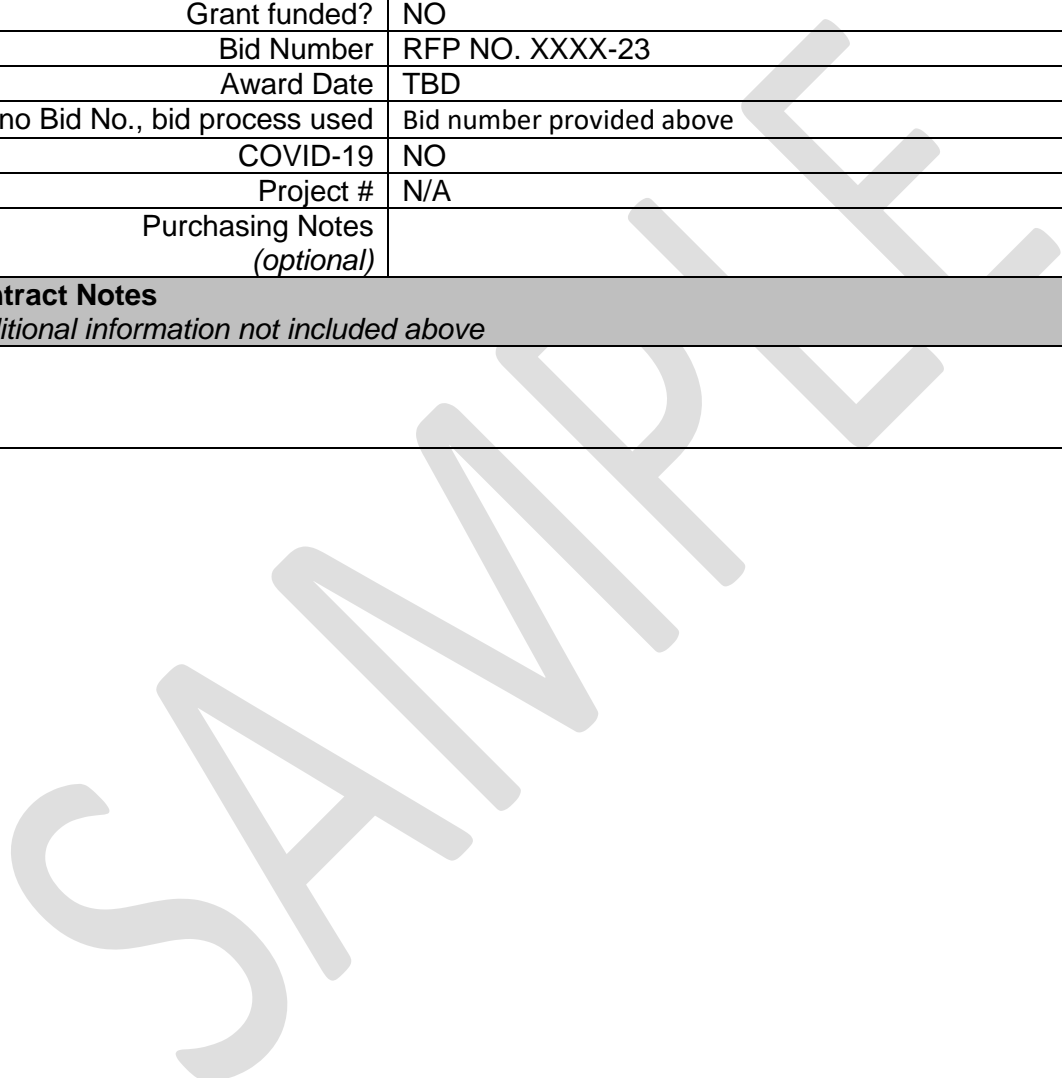
Purchasing Details – County Internal Use Only

Grant funded?	NO
Bid Number	RFP NO. XXXX-23
Award Date	TBD
If no Bid No., bid process used	Bid number provided above
COVID-19	NO
Project #	N/A
Purchasing Notes (optional)	

Contract Notes

Additional information not included above

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

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

1. Incorporation into Contract: The **Details Summary** is incorporated into this Contract. The **Contract Documents** are incorporated into this Contract by reference, except to the extent that the Proposal, if any is incorporated, contains any obligations placed upon County and not otherwise contained in this Contract.

2. Work to be Performed: Contractor will provide all labor and equipment and do all tasks necessary and incidental to performing the work as described in the **Details Summary** and **Contract Documents** (the "Work"). Contractor will perform the Work (a) in a good and workmanlike manner, (b) at its own cost and expense, (c) in accordance with recognized industry standards of care, skill and diligence for the type of work being performed, and (d) in strict accordance with the Contract.

3. Term of Contract: The **Contract Term** begins on the **Start Date** and expires on the **Expiration Date**, unless terminated sooner. Notwithstanding, Work shall not commence until the County has provided a NOTICE TO PROCEED to Contractor, which shall set forth the date that Contractor may begin the Work. All the Work must be performed during the **Contract Term**.

4. Payment for Work Performed: In consideration of the Work performed by Contractor, and subject to conditions contained in this Contract, County will pay an amount not to exceed the **Contract Amount** to Contractor in accordance with the **Contract Documents**.

5. Invoicing: Contractor will promptly provide a copy of its Form W-9 and invoice template to County upon request. Contractor must submit an invoice to the County by the fifteenth (15th) day of the month for completion of any Work performed in the prior calendar month. All invoices submitted require the following components: Contractor's name and address (submitted W-9 address must match remit address), detailed description of services, dates of services, itemization of labor and materials costs, "Bill to: Boulder County" language, payment remittance address, payer, name and address, date of invoice, unique invoice number, and total amount due. Contractor must send all completed invoices to the **Invoice Contact** in the **Details Summary**. County may require delivery of invoices by email. Failure to submit invoices in a timely manner and in accordance with the terms of this Contract may cause a delay in payment. County may recoup any damages incurred because of Contractor's failure to submit invoices pursuant to the terms of this paragraph. County's acceptance or payment of an invoice will not constitute acceptance of any Work performed under this Contract.

6. Extra Time to Complete the Work (Additional Time only): If Contractor cannot complete the Work by the **Expiration Date**, Contractor may request extra time to complete the Work. County, in its sole discretion, may grant Contractor additional time to complete the Work by sending a written notice of extension to Contractor. An extension of time to complete the Work does not entitle Contractor to additional compensation from County.

7. Extension of Contract Term (Additional Time and Work): Upon mutual agreement of the Parties, this Contract may be extended until the **Final End Date**. During any extended **Contract**

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

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

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

10. **Nondiscrimination**: Contractor will comply with the Colorado Anti-Discrimination Act, C.R.S. § 24-34-401, *et seq.*, as amended, and all applicable local, State and Federal laws concerning discrimination and unfair employment practices. County prohibits unlawful discrimination on the basis of race, color, religion, gender, gender identity, national origin, age 40 and over, disability, socio-economic status, sexual orientation, genetic information, or any other status protected by applicable Federal, State or local law. Contractor must require that its subcontractors, if any, similarly comply with all applicable laws concerning discrimination and unfair employment practices.

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

12. **Independent Contractor**: Contractor is an independent contractor for all purposes in performing the Work. None of Contractor, its agents, personnel or subcontractors are employees of the County for any purpose, including the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the

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

13. Termination:

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

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

c. Convenience: In addition to any other right to terminate under this Section 13, County may terminate this Contract, in whole or in part, for any or no reason, upon seven (7) days' advance written notice to Contractor.

14. Contractor Obligations upon Termination or Expiration: By the **Expiration Date** or effective date of termination, if earlier, Contractor must (1) remove from County property all of its personnel, equipment, supplies, trash and any hazards created by Contractor, (2) protect any serviceable materials belonging to the County, and (3) take any other action necessary to leave a safe and healthful worksite. Any items remaining on County property after the Expiration Date or the effective date of termination, if earlier, will be deemed abandoned by Contractor.

15. Payable Costs in Event of Early Termination: If County terminates this Contract before the **Expiration Date**, Contractor's payments (and any damages associated with any lawsuit brought by Contractor) are limited to only (1) payment for Work satisfactorily executed and fully and finally completed, as determined by County in its sole discretion, prior to delivery of the notice to terminate, and (2) the reasonable and actual costs Contractor incurred in connection with performing the Work prior to delivery of the notice to terminate. Contractor explicitly waives all claims it may have against the County for any other compensation, such as anticipatory profits or any other consequential, special, incidental, punitive or indirect damages.

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

(in addition to any other remedies provided by law or in this Contract), which shall survive expiration or termination of this Contract:

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

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

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

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

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

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

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

20. Statutory Requirements: This Contract is subject to all statutory requirements that are or may become applicable to counties or political subdivisions of the State of Colorado generally, including but not limited to: C.R.S. § 38-26-107, which requires withholding funds where the County receives a claim for payment from a supplier or subcontractor of Contractor upon notice of final settlement (required for public works contracts that exceed \$150,000); C.R.S. § 8-17-101 et seq.; C.R.S. § 18-8-301, et seq.; and C.R.S. § 18-8-401, et seq.

21. No Suspension or Debarment: Contractor certifies, and warrants for the Contract Term, that neither it nor its principals nor any of its subcontractors are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any Federal or State department or agency. Contractor shall comply, and shall require its subcontractors to comply, with subpart C of 2 C.F.R. § 180.

22. Entire Agreement/Binding Effect/Amendments: This Contract represents the complete agreement between the Parties and is fully binding upon them and their successors, heirs, and assigns, if any. This Contract terminates any prior agreements, whether written or oral in whole or in part, between the Parties relating to the Work. This Contract may be amended only by a written agreement signed by both Parties.
23. Assignment/Subcontractors: This Contract may not be assigned or subcontracted by Contractor without the prior written consent of the County. If Contractor subcontracts any of its obligations under this Contract, Contractor will remain liable to the County for those obligations and will also be responsible for subcontractor's performance under, and compliance with, this Contract.
24. Governing Law/Venue: The laws of the State of Colorado govern the construction, interpretation, performance, and enforcement of this Contract. Any claim relating to this Contract or breach thereof may only be brought exclusively in the Courts of the 20th Judicial District of the State of Colorado and the applicable Colorado Appellate Courts.
25. Breach: The failure of either Party to exercise any of its rights under this Contract will not be deemed to be a waiver of such rights or a waiver of any breach of the Contract. All remedies available to a Party in this Contract are cumulative and in addition to every other remedy provided by law.
26. Severability: If any provision of this Contract becomes inoperable for any reason but the fundamental terms and conditions continue to be legal and enforceable, then the remainder of the Contract will continue to be operative and binding on the Parties.
27. Third-Party Beneficiary: Enforcement of the terms and conditions and all rights and obligations of this Contract are reserved to the Parties. Any other person receiving services or benefits under this Contract is an incidental beneficiary only and has no rights under this Contract. Notwithstanding, where the beneficiary **Department** is led by an Elected Official, such Elected Official shall be considered a third-party beneficiary.
28. Colorado Open Records Act: County may disclose any records that are subject to public release under the Colorado Open Records Act, C.R.S. § 24-72-200.1, et seq.
29. Conflict of Provisions: If there is any conflict between the terms of the main body of this Contract and the terms of any of the **Contract Documents**, the terms of the main body of the Contract will control.
30. Governmental Immunity: Nothing in this Contract shall be construed in any way to be a waiver of the County's immunity protection under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended.
31. Representations and Warranties: Contractor represents and warrants the following:
- a. Execution of this Contract and performance thereof is within Contractor's duly authorized powers;
 - b. The individual executing this Contract is authorized to do so by Contractor;
 - c. Contractor is authorized to do business in the State of Colorado and is properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over the Work and the Contractor; and

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

32. Legal Compliance: Contractor assumes full responsibility for obtaining and maintaining any permits and licenses required to perform the Work. Contractor is solely responsible for ensuring that its performance under this Contract and the Work itself will comply with all Federal, State, and local laws, regulations, ordinances and codes. County approval of the Work or any aspect of Contractor's performance, such as plans, designs, or other Contractor-drafted documents, shall not be interpreted to mean that Contractor has satisfied its obligations under this Section.

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

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

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

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

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

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

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

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

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

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

42. Legal Interpretation: Each Party recognizes that this Contract is legally binding and acknowledges that it has had the opportunity to consult with legal counsel of its choice about this Contract. The rule of construction providing that any ambiguities are resolved against the drafting Party will not apply in interpreting the terms of this Contract.

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

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

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

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

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

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

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

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

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

i. **Commercial General Liability**

This coverage should be provided on an Occurrence Form, ISO CG001 or equivalent, with Minimum limits of \$1,000,000 Each Occurrence, \$2,000,000 General Aggregate and \$2,000,000 Products Completed Operations Aggregate.

ii. **Automobile Liability**

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

iii. **Workers' Compensation and Employer's Liability**

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

v. **Professional Liability (Errors and Omissions)**

Professional liability coverage with minimum limits of \$1,000,000 Per Loss and \$1,000,000 Aggregate. Professional Liability provisions indemnifying for loss and expense resulting from errors, omission, mistakes or malpractice is acceptable and may

be written on a claims-made basis. The contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

44. Data Requirements: Contractor will adhere to all Data Requirements as specified in Request for Proposal RFP NO. XXXX-23, including:

- A. Geographic Information System (GIS) Data Deliverable Requirements;
- B. Non-Spatial Data Review;
- C. Computer Aided Designs (Cad) Deliverable Requirements;
- D. Construction Document Deliverables;
- E. Electronic Autocad Files and
- F. Ownership of Work Product

[Signature Page to Follow]

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

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

REV: 07/2022

HALL RANCH 2 OPEN SPACE ENGINEERING SERVICES FOR THE SOUTH ST. VRAIN CREEK RESTORATION PROJECT – ATTACHMENT D SAMPLE CONTRACT