REQUEST FOR PROPOSAL

INGRAM GULCH RESTORATION: PLANNING & DESIGN

ISSUED BY FOURMILE WATERSHED COALITION

1740 Fourmile Canyon Drive

Boulder CO 80302

PROJECT NUMBER: 2016-003

PROPOSAL DUE DATE: Friday, August 26 2016.
Ingram Gulch Restoration: Planning & Design

REQUEST FOR PROPOSAL (RFP)

Contact: Maya MacHamer, Watershed Coordinator
Fourmile Watershed Coalition
1740 Fourmile Canyon Drive
Boulder, Colorado 80302
303-449-3333 (o) or 303-817-2261 (c)
fourmilewatershed@gmail.com

Pre-Proposal Meeting & Show-Me Tour: A Pre-Proposal Meeting will be held on Friday, August 12, 2016 at 10:30 AM the Poorman Station at 1740 Fourmile Canyon Dr., Boulder, Co 80302. The purpose of this meeting is to discuss this RFP and to provide assistance to consultants and contractors in the interpretation of this Request for Proposals (RFP) or any terms and conditions contained herein.

Written Inquiry Deadline: Written inquiries will be accepted until Friday, August 19, 2016 and will be responded to in writing to all interested parties by email by Wednesday, August 24, 2016.

Proposals must be received no later than: Friday, August 26, 2016 at or before 4:00 pm local time. Proposals received after this date and time may not be considered for award. An electronic copy of the proposal must be submitted to the attention of Maya MacHamer by email at fourmilewatershed@gmail.com, by hand delivery, or by mailing a USB flash drive to:

Fourmile Watershed Coalition – Attn: Maya MacHamer
1740 Fourmile Canyon Drive
Boulder, CO 80302
1. PROPOSALS REQUESTED FOR PLANNING PROJECT

Four Mile Fire Protection District, on behalf of the Fourmile Watershed Coalition, has been awarded a grant from the Colorado Department of Local Affairs Community Development Block Grant - Disaster Recovery (CDBG-DR) Resilience Planning Program for $165,000. This grant is intended to maximize community benefit and watershed health by supporting resilient planning strategies. The grant was awarded to provide a 30% design for Ingram Gulch in addition to water and soil studies, mine reclamation alternatives, debris flow modeling and a cost benefit analysis within a gulch that has sustained multiple fire and flood disasters and has a legacy of hard rock mining. This federally-funded Program is designed to help watersheds recover from damage sustained in the federally-declared flood and fire events of 2012 and 2013. The Program’s goal is to align watershed restoration and risk mitigation with community and economic development goals using a collaborative, multi-jurisdictional, coalition-of-partners approach. Planning grants are meant to address long-term catalytic watershed system improvements that build resilience in watersheds that sustained damage from recent federally-declared flood and fire disasters. This project will be awarded to a consulting team for planning and design of a multi-objective project that includes risk reduction, environmental and ecological improvements, potential water quality improvements and overall resiliency of the area.

The selected consultant shall perform or supply all necessary services as specified in this document, or pursuant to generally accepted standard industry practice, with regard to supplemental surveying, research, analysis, design, geotechnical investigation (as applicable), specification preparation, supplemental environmental permitting, utility coordination, hydraulic and sediment transport modeling (as applicable) and provision of plans with associated GIS shape files and other items consistent with associated professional consulting work.

All design work must be performed under the direction and supervision of a Licensed Professional Engineer registered with the State of Colorado and/or professional hydrologist as appropriate. All designs in regulatory floodplains should conform to the State of Colorado Department of Natural Resources Rules and Regulations for Regulatory Floodplains in Colorado.

http://cwcb.state.co.us/Documents/FloodplainRulesRegsUpdate/CWCB_Adptd_FP_Rules_BasisPurp_%2011172010.pdf

The Four Mile Fire Protection District is a Special District and the fiscal agent for the Fourmile Watershed Coalition. The Fourmile Watershed Coalition is working to develop community resilience to natural hazards while improving the overall health of the Fourmile watershed. The Fourmile Watershed Coalition’s mission is “to identify, evaluate, obtain funding for, and implement projects within the Fourmile watershed to continue recovery from the 2013 flood, improve protection of the community to future wildfire and flood events, and provide a long-term framework for future resiliency planning and response.” The watershed coalition is a stakeholder-driven organization composed of private and public landowners who are invested in watershed health and the safety of the community. The watershed coalition works in
partnership with the Four Mile Fire Protection District. The Four Mile Fire Protection District is an Equal
Opportunity Employer and no otherwise qualified individual shall be subject to discrimination on the basis
of race, color, religion, creed, national origin, ancestry, sex, age, sexual orientation (incl. transgender
status), physical or mental disability, marriage to a co-worker and retaliation for engaging in protected
activity (opposing a discriminatory practice or participating in an employment discrimination proceeding)
in any phase of employment for this position.

Further, the work to be performed under this contract is subject to the requirements of Section 3 of the
Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3), which states that:
1) Employment, training, contracting and other economic opportunities generated by HUD assistance shall,
to the greatest extent feasible, be directed to low and very low-income persons residing within the project
area; and 2) Contracts for work in connection with the projects shall, to the greatest extent feasible, be
awarded to businesses which are located in, or owned substantially by persons residing in the project area.
All CDBG-DR funded projects must, to the greatest extent feasible, comply with Section 3 when contracting
for professional services.

The selected Contractor must adhere to the requirements of Section 3 of the Housing and Urban
Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). Selection will be made based on
qualifications and the cost of proposed services that provide best value to the project.

2.0 BACKGROUND AND PURPOSE

2.1 Description of Project Site and 2013 Flood Impacts

Ingram Gulch (basin size: 286 acres) drains into the Gold Run drainage just above the small town of Salina.
Ingram Gulch is located approximately 8 miles outside of Boulder, Colorado at 632 Gold Run Road. The
project is divided into two sections (see map Figure 1: the Lower Gulch is defined as from the intersection of
Gold Run Road to the area above the home in the Gulch [approximately 1,400 LF]. The Upper Gulch is from
above the home upstream to an old mining road that that can access the in-channel tailings/waste rock
[approximately 1,300 LF]).

The 2013 rain and flood event and subsequent debris flows originating in Ingram Gulch completely inundated
the lower portion of the gulch, including damaging the home on the property and destroying the
road/driveway, and culverts. In addition, the debris flows contributed to the complete destruction of Gold
Run Road and the two homes below the confluence of the Gold Run and Ingram Gulch drainages. In 2010 the
Fourmile Fire severely burned the entire Ingram Gulch basin. Although significant post-fire restoration took
place including aerial seeding and mulching, check dams in the upper gulch, a sedimentation pond and debris
racks, the area sustained significant flooding in 2011 and 2012 and all treatments were severely impacted or
destroyed by the 2013 flood. Post-flood ecosystem ratings for the Gold Run drainage (similar to Ingram
Gulch), as reflected in the Fourmile Creek Watershed Master Plan, are poor.
In addition to the severe ecological and environmental damage caused by recent disasters, Ingram Gulch has a legacy of hard rock mining. The gulch has multiple large open mine shafts and adits, actively draining mines and piles of waste rock throughout the gulch. Multiple old and new roads also cut through the landscape. In the upper gulch there is a pile of waste rock that sits directly in the channel and is continually mobilized as water runs through the drainage. Higher flows have the capacity to mobilize larger quantities of the waste rock into the creek as was the case during the multiple recent flood events. At this time, implications to water quality are unknown.

Most of the residents living in Gold Run and Fourmile Canyon use well water. Pine Brook Water District, which serves roughly 1,200 people, pumps approximately 80% of their water from Fourmile Creek to Pine
Brook Hills in an adjacent watershed. The Pine Brook Water District’s Source Water Protection Plan completed in 2014 prioritizes abandoned mines and mine tailings as a top issue of concern in terms of potential sources of water contamination.

The Ingram Gulch Planning project is multi-purpose due to the complexity of existing issues as well as a desire to collect as much data as possible to inform a project phasing plan. Emergency Watershed Protection (EWP) implementation funding has been secured for restoration of the lower gulch. However, projects for mine reclamation or debris and/or debris flow mitigation in the upper gulch are currently unfunded. Plans and cost estimates developed through this project will be used to obtain funding for the upper gulch. In addition, there are multiple other gulches within the Fourmile watershed that experienced similar fire and flood damage as well as having legacy mining issues. The planning project in Ingram Gulch will be used as a template to inform future Coalition projects in other gulches and could be used as a guide for other similar areas along the Front Range.

The purposes and goals of the project include:

- Reducing future flood risk for the home in the gulch as well as the residents of Salina.
- Protection of public and private infrastructure, including roads, culverts and other utilities.
- Address water quality issues that may pose a threat to human and aquatic health.
- Address severe environmental degradation.
- Address mine waste rock within the drainage.
- Create a model plan or process that can be used in other similarly complex areas.

### 2.2 Understanding

The scope of this planning project is multi-faceted. Project components include (1) a 30% design for appropriate flood capacity in Ingram Gulch, (2) debris flow analysis and treatment recommendations, (3) mine reclamation and remediation alternatives, (4) water, soil and macro-invertebrate studies, (5) a cost benefit analysis for mine reclamation and debris hazard mitigation options and (6) a revegetation and erosion control plan. The Fourmile Watershed Coalition seeks a qualified consultant(s) to assess and develop design documents and other evaluations that will inform future rehabilitation & resilience efforts. The planning process will build upon relevant prior analyses, utilize or develop appropriate hydrologic and hydraulic models, and assess the current and desired geomorphic condition to determine the most technically feasible and cost-effective resilient restoration alternative. This work will assess multiple existing hazards within the gulch to evaluate potential impacts and possible treatment options for mitigation of flooding and debris flows, and the restoration of the tributary to a resilient condition.
Figure 2: Looking upstream from within lower gulch.

Figure 3: Looking downstream from within lower gulch.
Study tasks will include hydrologic, hydraulic, and geomorphic analysis, development of 30% designs (including a revegetation and erosion control plan), and detailed cost estimation. All relevant design elements contained in the CDBG-DR 30% Design Guidelines, as developed by the Department of Local Affairs (DOLA) and the Colorado Water Conservation Board (CWCB), are expected components of the 30% design plans as applicable. The primary goals are twofold: to obtain an actionable design that the Fourmile Watershed Coalition can use to implement an EWP project in the lower gulch without significant further restoration design, and to assist in project development for debris mitigation and mine remediation projects in the upper gulch.

The Ingram Gulch restoration project will be implemented in a way that reduces redundancy and promotes coordination and continuity of restoration activities. Design will be determined based on both site specific and management plan conditions as well as through coordination and input of project landowners and stakeholders. Every effort will be made to develop a design and future project alternatives that achieve multiple objectives (e.g. enhanced public health, historical preservation, ecological improvements, risk reduction etc.) while working within site constraints and specified budgets.

3.0 PROJECT CONSIDERATIONS

The end result will be completion of a restoration design and treatment alternatives that successfully incorporates the following considerations.

3.1 Hydrologic, Physical, and Structural Considerations

- Transportation and utility corridor protection;
- Channel stabilization, relocation, and/or reconfiguration;
- Strategies that include multi-objective function and improved resiliency;

3.2 Biological and Environmental Considerations

- Upland and bank erosion mitigation along the stream corridors;
- Strategies that enhance water quality by minimizing inflows of nutrients, metals, chemicals and sediment into the streams;
- Aquatic and terrestrial wildlife habitat improvement/restoration, including but not limited to increased channel complexity, low flow channel improvements, wetland and riparian restoration, reconnecting the river to floodplain, and any enhancement of habitat to potential endangered habitats.

3.3 Flood Mitigation Considerations

- Strategies that reduce the impact of future flooding to nearby and downstream infrastructure;
• Strategies that enhance floodplain capacity, or accomplish floodplain preservation/restoration and flood control; and
• Strategies to stabilize, remove or reduce the impact of debris.

3.4 Resiliency Considerations

Develop strategies that create resilient river and tributary corridors. Resilience is defined as having characteristics that lessen or limit catastrophic damage and allow for speedy recovery when disasters do occur. The intent of resilience strategies is NOT to avoid or resist all damage, but to bend where appropriate and recover quickly.

4.0 SCOPE OF WORK

4.1 INTRODUCTION AND BACKGROUND

This project is funded by CDBG-DR Resilience Planning funds. CDBG-DR resilience planning grants request 30% design as a deliverable. 30% design is defined as the development of a plan set to a level of sufficient detail to evaluate major design features prior to advancing to the design/build phase or construction drawings. DOLA acknowledges that individual components of a 30% design will vary depending on the reach/site and project goals; however, the CDBG-DR program dictates that 30% designs will provide clear direction for detailed project engineering and specifications to be completed in the future. In order for the projects to be eligible for funding in future CDBG-DR implementation grant cycles, the design work must 1) describe the science-based risk analysis it has employed in its design, and 2) identify resilience performance standards that can be applied to the projects upon completion of construction (See Federal Register, Vol. 79, No. 106, June 3, 2015). CDBG-DR 30% Design Guidelines should be used as guidance for design development.

4.2 OBJECTIVES

• Provide a 30% design that is based on the results provided by the hydrology and hydraulics evaluation, sedimentation/geomorphic assessment, and the alternatives analyses and works to establish increased flood capacity and mitigation measures to reduce the impact of future flooding, provide for channel stabilization, and the protection and restoration of riparian habitat. Assign a detailed cost estimate and priority to each mitigation and restoration activity.

• Provide mine reclamation or remediation alternatives as well as water, soil and macroinvertebrate sampling that will help to inform future project development. The objective is to obtain a robust and practical understanding of potential contaminates within the gulch to evaluate the possible effects to human and aquatic health. This data will assist in prioritization of projects as well as inform funding
decisions. In addition, treatment alternatives, associated costs and process information will provide a template for the assessment of similar issues in other gulches.

- Provide debris flow analysis and mitigation treatment options to inform project development. Due to the extreme degradation of the area, in addition to the inherent geology and geography, there may or may not be cost effective treatment options that will mitigate debris associated risk to future flood events, primarily for the downstream residents of Salina. Debris flow analysis data will inform the 30% design.

4.3 PROJECT TASKS

Task 1: Assessment

1A) Project Goals Statement

- Clear definition of project goals and objectives (developed in collaboration with Coalition and stakeholders).

1B) Site Conditions Assessment

- A site specific discussion of geomorphic and environmental conditions from a landscape and watershed perspective that builds on the existing Master Plan and illustrates the past, present and potential future conditions of the site. Include description of desired trajectory with restoration and refer to reference site if appropriate.
- Photo documentation (e.g., pre-project, pre-flood, post-flood and historical [as available])
- Basemap development including but not limited to:
  - Political/property boundaries
  - Infrastructure and utility locations
  - Topographic survey (1’ contour development from LIDAR and traditional survey methods)
  - Eco-geomorphic units of existing and proposed future conditions
  - Habitat or vegetation map of existing and proposed future condition
  - Supporting GIS/CAD layers

1C) Hydrology and Hydraulics

- Watershed hydrology - evaluated for peak, low, and pertinent stage/duration flows as necessitated by the design goals. Data obtained from CWCB, gage data, StreamStats, and/or other appropriate sources.
- Hydraulic model development for existing conditions. Water surface elevations, stream velocity, shear stress and stream power shown in relation to stage and discharge through the reach. Hydraulic modeling should be developed on publically 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.

- Hydraulic model development for proposed alternatives. Water surface elevations, stream velocity, shear stress and stream power shown in relation to stage and discharge through the reach.
- No-rise analysis for work within regulatory floodways or other areas of local applicability. Gold Run Road and Ingram Gulch are not currently within a regulatory floodplain, however, Gold Run is part of the current State hazard mapping project. Check with Boulder County Floodplain Manager for applicability. Gold Run Road will become a mapped floodplain at some point in the near future projects and will require a Floodplain Development Permit.

1D) Geomorphology

- Identification of existing and proposed stream style or type, bedform, planform, and channel evolution stage. Discussion of erosive or depositional processes and analysis of cause(s) of instability
- Channel and floodplain dimensions including low-flow, bankfull, and various flood stages
- Reference reach data (if appropriate) and/or description of desired geomorphic conditions post-restoration
- Identification of vertical and lateral channel controls

1E) Aquatic, and Terrestrial Species Habitat Requirements

- Species of concern and habitat needs evaluation
- Define seasonally appropriate floodplain, lateral and longitudinal connectivity requirements
- Riparian vegetation target communities, including typical list of species per community.
- Evaluation of existing and potential invasive species
- Consideration of construction windows for sensitive species

Task 2: Alternatives Analysis

- Preliminary/Concept plans with appropriate alternatives (2-3) given the site conditions and restoration potential
- Define evaluation criteria and decision-making process
- Evaluation of alternatives and selection of preferred alternative.

Task 3: 30% Project Design for Ingram Gulch

- Typical channel dimensions including low-flow, bankfull, and various flood stages as well as typical floodplain grading/roughness
- Channel alignment and river corridor/floodplain alignment
• Channel profile
• Identification of project limits
• Location of in-channel and floodplain structures
• Other elements as identified in the project goals and multiple objectives, as applicable
• Preliminary engineering typical drawings for all structure types- preliminary size calculations, use, and location explained

Task 4: Draft Planting Plan

• Identify existing/on-site species and desired plant communities
• Identify potential revegetation areas, and species list with an estimate of quantities
• Identify revegetation methods including suggestions if amendments and/or other supporting supplies are needed.
• Discussion of any necessary maintenance activities
• Develop preliminary re-vegetation timeline
• Discuss potential volunteer opportunities

Task 5: Sampling and Evaluation

• Water quality
  o Locate sites above and below mine waste in the upper channel, at the actively draining adit in the lower gulch and any other pertinent sites.
• Soil Chemistry
  o Sampling at three locations in the upper channel with mine waste in or adjacent to the channel.
  o Consider other sampling sites.
• Macroinvertebrates
  o Sample macroinvertebrates above and below in-channel mine waste to evaluate if mine contaminates are impacting macroinvertebrates.
  o Consider other sampling sites.

Task 6: Mine Remediation Strategies

• Identify strategies to remediate or remove waste rock/tailings in and adjacent to the upper gulch channel. The **estimated** total amount of tailings/waste rock in the upper gulch is 0.161 acres or 6,885 square feet.
• Evaluate access and potential repository or disposal options for removal. There is an old mining road that in the past was used to access the upper gulch mines from the top at 6601 Sunshine Canyon Dr. This road was heavily impacted by fire and flood and is inaccessible to vehicles in its current state.
• Provide a cost/benefit analysis of potential treatment options.
• Revegetation plan to accompany any site where removal of waste rock is recommended.

![Figure 4: Looking upstream at waste rock/tailings pile in the upper gulch.](image)

**Task 7: Debris Flow Analysis**

• Debris flow analysis that builds off of post-fire (pre-flood) USGS analysis of probability and quantity estimates, as well as Flow R analysis for Ingram Gulch that will be completed by the Colorado Geological Survey.
• Identifying source and trigger of potential flows, run-out routes, shallow land sliding and erosion processes, estimated type and volume of debris flows, possible size of material and other pertinent data.
• Quantitative risk analysis and mitigation options with a cost/benefit analysis to inform future project development for debris mitigation.
Task 8: Draft Monitoring and Adaptive Management Strategy

- Identify parameters that will be monitored, methods that will be used (including reference to the protocol), short and long term targets/success criteria, and thresholds that would trigger a management response, and type of management action required (include this information as a table).
- Draft timeline and responsibilities table (including pre-project monitoring responsibility)
- Monitoring map identifying proposed sites
- Discussion of on-going maintenance activities that may be required including weed control.
- Description of how parameters monitored will provide information to support understanding of success/failure of project goals and/or aid in adaptive management and maintenance of the project.

Task 9: Opinion of Probable Cost

- Itemized with specific cost breakdown (provide range of expected costs - low/high/median) for channel rehabilitation and mine remediation costs
- Budget narrative
- Cost benefit analysis.

Task 10: Project Phasing Plan

- Considering the multiple potential projects in the gulch, recommend the most efficient, effective and resilient sequence to implement various projects.

Task 11: Preliminary Permit Work (identification of all permits needed - suggestions/materials/indexing for how to develop the final permit request and produce needed 404 information)
- USACOE 404- Complete the wetland delineation and Ordinary High Water Mark (OHWM) data needed to submit the Pre-Construction Notice for the 404 permit.
- CDPHE Stormwater Management Plan and permit
- Boulder County floodplain development permit and grading permit
- Roadway permits
- Other local and state permits as appropriate

**TASK 12: Proposed Timeline**

- Proposed timeline with key milestones (Include identification of steps to bring project to completion)

**4.4 PROJECT DELIVERABLES**

- Community Engagement Materials- Draft and final project goals, PDFs of presentation materials, and any other materials developed as part of project updates or presentations to the watershed coalition.

- Preliminary Basis of Design Report -- explains and documents hydrology, hydraulics, sediment transport, geomorphic features, and ecology. Includes a site conceptual model that describes and illustrates the past, present, and expected future conditions from an eco-geomorphic perspective. Provides support for the selection, layout, and size of each design component. Typically includes:
  - Site conceptual model describing past, present and potential future conditions from an eco-geomorphic perspective. Include description of desired trajectory with restoration.
  - Hydrology/Hydraulics data: preliminary models, results, and supporting electronic files (models, AutoCAD, and GIS).
  - Geomorphological data: cross-sections, pebble counts, photos.
  - Sediment Transport Analysis: preliminary results and supporting data.

- 30% Plan Set and narrative for the gulch:
  - Existing conditions plan (base map)
  - Proposed conditions plan
  - Channel profile and cross sections
  - Detailed drawings
  - Revegetation plan
  - Erosion Control Plan
  - Narrative
  - Note: This project will go through the review process outlined here: [http://coloradoewp.com/document/project-design-review-process](http://coloradoewp.com/document/project-design-review-process) to ensure the design is eligible for identified EWP Phase 2 construction funding. The consultant will
participate in a site walk as well as a 15% design review and a 30% design review as required by the grant funding. The 15% and 30% design reviews will review the deliverables described above and it is expected that these deliverables encompass all the products outlined in Tasks 1-4 and 8-11.

- Operations and Maintenance Plan

- Monitoring Plan
  - Water quality and soil chemistry monitoring plan that can be implemented by Coalition volunteers.
  - Proposed monitoring plan as defined in Task 8 above.

- Debris flow analysis report
  - Include potential debris mitigation strategies and cost benefit analysis

- Comprehensive report on mine remediation/reclamation strategies
  - Include potential treatments for mine drainage as well the removal or on-site treatment of waste rock and/or tailings.
  - Revegetation and erosion control plan for disturbed areas.
  - Cost/benefit analysis of treatment options.
  - Include access evaluation (to mine waste in upper gulch) in report with cost estimate.

- Draft Planting Plan for 30% design: Planimetric map, spreadsheet estimate of plants and quantities, typical cross section showing expected vegetation trajectory.

- Permit Plan: Summary of permits, contacts, and estimated schedule and wetland delineation and OHWM data for Pre-Construction Notice for USACOE 404 permit.

- Draft Monitoring and Adaptive Management Plan: monitoring parameters/methods/frequency/responsible party timeline, suggested monitoring locations map, description of maintenance activities. Water quality and soil chemistry monitoring plan that can be implemented by Coalition volunteers.

- Opinion of probable costs

- Project Phasing Plan

5.0 CONDITIONS OF REQUEST FOR PROPOSALS

All proposals must comply with the following conditions:
1. A representative of your company who has contractual authority must sign the proposal. Only one proposal will be accepted from any one company serving as a prime consultant. Sub-consultants to the prime consultant may be included in the proposal of more than one consulting company.

2. All proposals must be complete, comprehensive, and professional, but it is not necessary to include expensive displays or excess materials. All costs incurred in the preparation and presentation of the proposal shall be entirely borne by the prospective consultant and any sub-consultants, and shall not be reimbursable by the Fourmile Watershed Coalition.

3. Prospective consultants shall submit an electronic copy of their proposal via email to fourmileywatershed@gmail.com. Electronic proposals can also be delivered on a USB flash drive to 1740 Fourmile Canyon Drive, Boulder 80302. Electronic proposals should be a single PDF document and be less than 10MB in size.

4. All proposals shall be submitted in full no later than Friday, August 26 2016 at 4:00 p.m. Any proposal arriving after the deadline will not be included in the selection process.

5. All questions and inquiries relating to this proposal should be addressed to Maya MacHamer using the contact information provided above.

6. A selection committee will review the proposals received and select the consultant it believes is the most qualified to furnish the desired professional services based on the criteria listed in Section 8, below.

7. The selected consultant will be required to execute a contractual agreement with the Four Mile Fire Protection District as the fiscal agent for the Watershed Coalition. The contract is substantially the same form as found in Appendix A. If you cannot accept the agreement language as is, please include within your proposal the items you cannot accept and the language you propose for substitution. The contract term will be generally through October 31, 2017.

8. The Fourmile Watershed Coalition reserves the right to reject any or all proposals.

**6.0 ANTICIPATED SCHEDULE**

- Pre-proposal meeting: Friday, August 12 2016 at 10:30 AM
- Deadline for inquiries: Friday, August 19 2016
- Inquiry responses provided: Wednesday, August 24 2016
- **Last day for submitting proposal: Friday, August 26 2016 by 4PM**
- Proposals reviewed by the selection committee: week of August 29 2016
- Interviews: Wednesday, September 7 2016
- Consultant Selection: Friday, September 9 2016
- Execution of Agreement: Friday, September 16 2016
• Commence Work: Immediately following execution of agreement.
  o All consultant and sub-consultants must be registered and active on SAM.gov.

7.0 PROPOSAL ELEMENTS AND FORMAT

The response to this RFP, for items A-H below, is limited to a maximum of 25 single sided pages, excluding front and back covers and the Cover Letter, using no smaller than 11-point font and no less than 0.5” margins. Each response should be complete yet concise and contain only the elements shown below. Please avoid submittal of extraneous and unnecessary information.

A. Cover Letter

A one page cover letter shall be provided that expresses the consultant’s interest to be considered and identifies the consultant’s primary contact person. Please provide the name, telephone number, fax number, and email address of the primary contact person. The cover letter shall be signed by a person who has contractual authority with the consulting company, such as a principal, partner, senior manager, or officer of the consulting company.

B. Project Team

Describe the consultant’s team for the project. Please also list any proposed sub-consultants (i.e., surveying, ecological, etc.). For the key project team members, which as a minimum should include the consultant’s Project Manager and/or Project Engineer(s), please include:

- A brief description of the individual’s background and experience (brief resume);
- Each individual’s years of relevant experience;
- A description of each individual’s relevant experience; and
- The role each individual will take on the project.

C. Relevant Project Experience

Please provide relevant project experience per the guidelines given below in the general categories of stream restoration master planning, analyzing and designing stream channel modifications, stream stabilization improvements, stream and floodplain restoration, stream hydraulics, floodplain and/or debris flow modeling and mapping, stream ecology and biological assessments, fluvial geomorphology of similar stream systems, mine reclamation, water quality improvements and managing public involvement processes for watershed projects. Please do not provide more than three relevant projects for each category. Projects can be listed for multiple categories if significant work encompassed that category. Please emphasize local experience in Watersheds with similar conditions to Fourmile.

D. References

List of clients for which the consulting company performs similar work (include contact information for each client, with a maximum of ten clients listed).
E. Understanding of RFP and Project Approach

Describe your approach for the requested services and your proposed technical process for a timely and comprehensive completion of this project.

F. Proposed Work Schedule

Provide a proposed work schedule with milestone deliverables, and dates, with a completion date according to details listed in “Contract Term” above.

G. Fee Proposal

Provide an itemized fee and schedule proposal using a table format that coincides with the Scope of Work and the Consultant’s approach to the project. Provide a table of billing labor rates for all labor categories anticipated to be used on this project.

H. Workload Capacity

Due to the unique nature of flood recovery work in a natural disaster of this significance, sufficient consultant workload capacity is critical for this contract. The consultant’s ability and commitment to perform this work in the available time frame is essential. Therefore, please list your proposed project team’s current workload capacity and commitments in addition to its anticipated capacity for the fall and winter months of 2016 as well as the first half of 2017. Please provide the percentage of time that each project team member would be committed to this project. Please state your team’s commitment to accomplish this project in what’s acknowledged to be a tight time frame.

8.0 SELECTION PROCESS

The consultant selection process is anticipated to follow the previously described schedule. Upon receipt of proposals, the source selection committee will individually review and score each proposal. The scores will be compiled in order to rank the applicants from highest to lowest. The top ranking consulting company(s) will be selected to enter into a professional services agreement with the Four Mile Fire Protection on behalf of the Watershed Coalition, subject to the approval of the designated selection committee of the Grantee. Interviews will be held with top-scoring consulting companies if necessary.

Price is a primary selection factor in proposal selection, however the review committee will select the lowest responsive and responsible proposer. The proposals will be evaluated for qualifications using the following general criteria with a maximum of 100 points available:

**Project Team**— project manager, key team members, and the consulting/contractor company’s qualifications; defined responsibilities; key team member’s experience working together (continuity). **15 points**

**Relevant Stream Restoration and Science-based Project Experience** – previous experience by the project team analyzing and designing resilient restoration projects that may include elements such as stream channel modifications, stream bank stabilization, stream hydraulics, geomorphology, stream restoration, floodplain...
restoration, floodplain and debris flow modeling and mapping, ecological and biological assessments, demonstrated understanding of floodplain regulations, previous flood recovery work, mine reclamation and remediation experience, understanding of the unique permitting requirements of river related construction projects and previous experience working on relevant Colorado Front Range Watersheds. Describe project approaches or ideas that you would apply to this project that you feel would enhance the quality of your services, if any. Provide detailed information about what makes your approach unique and best suited for this project.  **30 points**

**Relevant Project Experience and Timeline** – Efficiency with small and large projects alike, demonstrated responsiveness to short time frames, complex and multi-faceted stream projects (highlight any mine remediation or debris flow modeling & mitigation experience), and demonstrated experience with consensus building and facilitating multiple and diverse stakeholders and the public resulting in a cooperative planning processes and the building of strong community coalitions.  **30 points**

**Workload Capacity and Project Timeline** – Demonstrated workload capacity and commitment made to the objectives of this project.  **10 points**

**Price** - Provide estimate of costs associated with the proposed scope of work and an accompanying narrative.  **15 points**

**9.0 CONTRACT TERMS**

Please see Appendix A: Form Contract for Professional Consulting Services for the sample contract.

**9.1 Inquiries**

Prospective offerors may make written inquiries by e-mail before the written inquiry deadline of August 19, 2016 concerning this RFP to obtain clarification of requirements. There will be an opportunity to make inquiries during a pre-proposal conference, if requested. No inquiries will be accepted after the deadline.

Inquiries regarding this RFP [Fourmile 2016-003] should be referred to:

Maya MacHamer, Watershed Coordinator
Fourmile Watershed Coalition
1740 Fourmile Canyon Drive
Boulder, CO 80302
fourmilewatershed@gmail.com
(o) 303-449-3333
(c) 303-817-2261

**9.2 Insurance**

The successful contractor will be required to provide insurance as defined in Appendix A: Form Contract for Professional Consulting Services.
9.3 RFP Cancellation

The Fourmile Watershed Coalition reserves the right to cancel this RFP at any time, without penalty.

9.4 Negotiation of Award

In the event only one (1) responsive proposal is received by the Fourmile Watershed Coalition, the Watershed Coalition reserves the right to negotiate the award for the services with the offeror submitting the proposal in lieu of accepting the proposal as is.

9.5 Contract

The consultant will enter into a contract with the Four Mile Fire Protection District for this work. The contract will set forth the agreement and responsibilities as outlined in this RFP, terms of payment, and terms of contract termination, among other items.

9.6 RFP Response/Material Ownership

All material submitted regarding this RFP becomes the property of the Fourmile Watershed Coalition, unless otherwise noted in the RFP.

9.7 Incurring Costs

The Fourmile Watershed Coalition is not liable for any cost incurred prior to issuance of a fully executed contract and/or a purchase order.

10.0 MATERIALS AVAILABLE FOR REVIEW

The following materials are available for review on the Links and Resources page of the Fourmile Watershed Coalition website here:

- Fourmile Creek Watershed Master Plan (Michael Baker, 2014).
- CDBG-DR 30% Design Guidelines developed by DOLA and CWCB.
- Final Summary of Findings: Fourmile Canyon Post-Fire Hydrology and Discussion of Potential Mitigation Measures.
  - Includes USGS debris flow probability and estimated quantity maps.
- Pine Brook Water District Source Water Protection Plan.
- Environmental Review documentation for the Lower Gulch (EWP project) as it becomes available.
APPENDIX A: FORM CONTRACT FOR PROFESSIONAL CONSULTING SERVICES

Ingram Gulch Planning and Restoration, Boulder County, Colorado

THIS AGREEMENT is made this ____ day of ______________, 2016 by and between the [GRANTEE] (the “[GRANTEE]”) and ________________, (the “Consultants”).

RECITALS

WHEREAS, The Grantee desires to obtain consulting services during the period from ___________ through ________________, in connection with the procurement of the [PROJECT NAME] (the “Project”).

WHEREAS, The Consultants provide professional consulting services to the public and are fully qualified to perform the consulting services needed by Grantee in connection with the Project.

WHEREAS, pursuant to Title I of the Housing and Community Development Act of 1974, as amended, the State of Colorado Department of Local Affairs (DOLA) is authorized by the federal Department of Housing and Urban Development (HUD) to provide State of Colorado Community Development Block Grant Disaster Recovery Program funds (hereinafter referred to as CDBG-DR funds) to units of local government selected to undertake and carry out certain programs and projects under the State of Colorado Community Development Block Grant Disaster Recovery Program in compliance with all applicable local, state, and federal laws, regulations and policies.

WHEREAS, the Grantee as part of its CDBG-DR grant agreement with the Consultants under contract number CDBG-DR P16-016, has been awarded CDBG-DR funds for the purposes set forth herein and is incorporated by reference.

WHEREAS, the Scope of Work included in this contract is authorized as part of the Grantee’s approved CDBG-DR project.
WHEREAS, it would be beneficial to Grantee to utilize the Consultants as an independent entity to accomplish the Scope of Work as set forth herein and such endeavor would tend to best accomplish the objectives of the local CDBG-DR project.

NOW, THEREFORE, in consideration of the mutual promises, covenants and provisions contained herein, and the mutual benefits to be derived therefrom, the parties hereto agree as follows:

COVENANTS AND CONDITIONS

NOW, THEREFORE, in consideration of the promises and obligations set forth below, the Grantee and the Consultants agree as follows:

I. SCOPE OF SERVICES

A. General.

The Consultants shall serve as the Grantee’s professional advisors and representatives in connection with the Project and shall consult with and advise the Grantee as it reasonably requires during the term of this Agreement. As a general matter, they shall communicate with the Grantee about the Project only through _____________, who has been assigned by the Grantee to the Project as Project Manager.

B. Specific Duties and Responsibilities

In connection with the Project, the Consultants shall undertake the duties and responsibilities and provide the services described in Attachment A, captioned “Scope of Work” which consists of ____ pages and is attached hereto and made a part hereof.

C. Extra Services.

Upon the express, written request of the Grantee, the Consultants shall perform services beyond the scope of the duties and responsibilities described in Attachment A. The Consultants shall charge the Grantee for such extra services, if any, in accordance with the provisions of Subsection IV.B.

D. Documents.
All work notes, reports, documents, computer programs (non-proprietary), computer input and output, analyses, tests, maps, surveys, or any other materials developed specifically for the Project are and shall remain the sole and exclusive property of the Grantee. The Consultants, upon request by the Grantee, agree to provide documents or any other materials developed specifically for the Project in an electronically editable format (for example, Word or WordPerfect). The Consultants shall not provide copies of any material prepared under this Agreement to any other party without the prior written consent of the Grantee.

II. COOPERATION BY THE GRANTEE

The Grantee will thoroughly and as expeditiously as reasonably possible consider all reports, sketches, drawings, specifications, proposals, and other documents prepared by the Consultants, and it shall inform the Consultants of all decisions that it has made which would affect the Consultants’ work under this Agreement as soon as reasonably feasible. The Grantee will inform the Consultants of any pending change or revision to the Project as soon as reasonably feasible. The Grantee will provide the Consultants with current, updated plans, if any, for the Project as soon as reasonably feasible after they are produced.

III. TIME OF PERFORMANCE

The Consultants’ services are anticipated to be provided over the course of ______ months, occurring between ____________ and ______________. A detailed project schedule is presented in Attachment A. However, it is understood by the parties that the actual schedule may differ from what is anticipated. The Grantee shall advise the Consultants in writing of each change in the schedule as soon as feasible after it becomes aware thereof, and the Consultants shall thereafter adjust the timing of their services so as to comply with the revised schedule. The Consultants shall provide their services at such times as are necessary in order to promote the smooth progress of the Project.

IV. AMOUNT OF PAYMENTS TO CONSULTANTS

A. Aggregate Limits.

Unless services in addition to those specified in Section I are subsequently agreed upon in writing, the total amount paid by the Grantee to the Consultants pursuant to this Agreement shall not exceed the sum of ____________ Dollars ($___________).

B. Specific Charges.

The Consultants’ primary employees who will work on the Project and their billing rates are set forth in Appendix B, which consists of _____ page(s) and is attached hereto and made a part hereof. The Grantee will pay the
Consultants on the basis of their time and direct expenses incurred in order to provide the services required by this Agreement.

1. The charge for time shall consist of the hourly rates for the Consultants’ employees multiplied by the number of hours and parts of hours each such employee works directly on the Project. The time each such employee must spend traveling in order to provide the services required by this Agreement will be charged in the same way as his or her other time spent working on the Project. It is understood by the parties that the rates include a surcharge intended to cover profit and overhead, including, but not limited to, taxes, employee benefits, administrative support staff and supplies, office rent and utilities, and insurance. The Consultants’ primary employees who will work on the Project and their billing rates, which include the surcharge, are set forth in Attachment B.

2. Direct expenses incurred by the Consultants in connection with the Project shall be charged to the Grantee on the basis of the expenses actually incurred by the Consultants, without any additional surcharge added by the Consultants. Such direct expenses shall include printing costs and long-distance telephone charges. Any direct or indirect expenses incurred by the Consultants while working on the Project that are in common with work on other projects for other clients shall be prorated among all those clients according to the benefit derived by each client. The Grantee shall not pay for the expense of the Consultants’ owned or hired automobiles used in the connection with the Project, which shall be considered a part of the Consultants’ hourly rates.

V. RECORDS

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

All such records and all other records pertinent to this contract and work undertaken under this contract shall be retained by the Consultants for a period of five years after final audit of the Grantee of Grantee’s CDBG-DR project, unless a longer period is required to resolve audit findings or litigation. In such cases, the Grantee shall request a longer period of record retention.

The Grantee and other authorized representatives of the state and federal government shall have access to any books, documents, papers and records of the consultants which are directly pertinent to the contract for the purpose of making audit, examination, excerpts, and transcriptions.
The Grantee and duly authorized officials of the state and federal government shall have full access and the right to examine any pertinent documents, papers, records and books of the Consultants involving transactions related to this local program and contract.

VI. **TIME OF PAYMENTS TO CONSULTANTS**

The Consultants shall bill their charges to the Grantee periodically, but no more frequently than once a month. Each bill shall contain a statement of the time that the primary employees spent on the Project since the previous bill, a brief description of the services provided by each such employee and an itemization of direct expenses for each task.

VII. **QUALIFICATIONS ON OBLIGATIONS TO PAY**

Notwithstanding any other terms of this Agreement, the Grantee may withhold any payment (whether a progress payment or final payment) to the Consultants if any one or more of the following conditions exists:

A. The Consultants are in default of any of their obligations under this Agreement.

B. Any part of such payment is attributable to services which are not performed according to this Agreement. (The Grantee will pay for any part thereof attributable to services performed according to this Agreement).

C. The Consultants have failed to make payments promptly to any third parties used in the services for which the Grantee has made payment to the Consultants.

D. The Grantee, in its good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the Project or any task according to this Agreement. In such case, no additional payments will be due to the Consultants until the Consultants, at their sole cost, perform a sufficient portion of the Project or task so that the Grantee determines that the compensation then remaining unpaid is sufficient to complete the Project or task.
E. No partial payment shall be final acceptance or approval of that part of the Project or task paid for, or shall relieve the Consultants of any of their obligations under this Agreement.

VIII. CONSULTANTS’ DUTIES

A. Abilities, Qualifications, Experience, and Best Efforts.

Notwithstanding anything to the contrary contained in this Agreement, the Grantee and the Consultants agree and acknowledge that the Grantee enters into this Agreement relying on the special and unique abilities of the Consultants to accomplish the Project. The Consultants accept the relationship of trust and confidence established between them and the Grantee by this Agreement. The Consultants covenant with the Grantee to use their best efforts. The Consultants shall further the interests of the Grantee according to the Grantee’s requirements and procedures, according to the highest professional standards and in compliance with all applicable national, federal, state, municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction.

B. No Conflicts.

The Consultants represent, covenant, and agree that they have and will undertake no obligations, commitments, or impediments of any kind that will limit or prevent them from the timely completion of the Project, loyally and strictly according to the best interests of the Grantee. In case of any conflict between interests of the Grantee and any other entity, the Consultants shall fully and immediately disclose the issue to the Grantee and shall take no action contrary to the Grantee’s interests.

C. Limitation on Public Statements and Lobbying Activity.

Consultants are retained to provide information and advice to the Grantee that includes confidential data, work product, and other privileged or confidential information that is protected under pertinent laws and Grantee policies. In order to maintain the fact and appearance of absolute objectivity, loyalty, and professionalism, Consultants shall not, without the prior written consent of the Grantee, do any of the following:

1. Disclose at any time information obtained as a result of this contractual relationship to any third party;

2. Lobby any Grantee agency on any pending matter while they are under contract to the Grantee;

3. Make any public statements or appear at any time to give testimony at any public meeting on the subject matters with regard to which Consultant is or was retained by the Grantee. To the extent that the Grantee
provides written consent for the disclosure of information or authorizes the making of public statements, the Grantee may impose such conditions upon such disclosure or communications as it thinks appropriate, and Consultants agree to comply with those conditions. This provision shall not preclude Consultants from providing information to law enforcement officials in connection with any criminal justice investigation.

D. Quality of Services.

The Consultants represent, covenant, and agree that all of the services that they will furnish under this Agreement shall be of at least the standard and quality prevailing among highly competent professionals who perform work of a similar nature to the work described in this Agreement.

E. Accuracy of Work.

The Consultants represent, covenant, and agree that its work will be accurate and free from any material errors. The Consultants additionally represent, covenant, and agree that the planning for the Project will conform to all foreseeable uses thereof. Grantee approval shall not diminish or release the Consultants’ duties, since the Grantee is ultimately relying upon the Consultants’ skill and knowledge.

F. Duty to Warn.

The Consultants agree to call to the Grantee’s attention errors in any drawings, plans, sketches, instructions, information, requirements, procedures, and other data supplied to the Consultants (by the Grantee or any other party) that it becomes aware of and believes may be unsuitable, improper, or inaccurate in a material way. However, Consultants shall not independently verify the validity, completeness, or accuracy of such information unless otherwise expressly engaged to do so by the Grantee. Nothing shall detract from this obligation unless the Consultants advise the Grantee in writing that such data may be unsuitable, improper, or inaccurate and the Grantee nevertheless confirms in writing that it wishes the Consultants to proceed according to the data as originally given.

G. Attendance at Meetings.

The Consultants shall attend such meetings on the work required by this Agreement as the Grantee requires. The Grantee will give reasonable notice of any such requirement so that the Consultants may schedule and attend.
H. Efficiency.

The Consultants represent, covenant, and agree to furnish efficient business administration and superintendence and perform the services required by this Agreement in the best, most expeditious and most economical manner consistent with the interests of the Grantee.

I. Books and Records.

The Consultants shall keep their books and records for the Project and reimbursable expenses according to recognized accounting principles and practices, consistently applied. The Consultants shall make them available for the Grantee’s inspection at all reasonable times. The Consultants shall retain such books and records for at least three years after completion of the Project.

J. Payment of Bills.

The Consultants shall promptly pay all bills for labor and material performed and furnished by others in performance of the Project.

IX. SUSPENSION

If the Consultants fail to comply with the terms and conditions of this contract, or whenever the Consultants are unable to substantiate full compliance with provisions of this contract, the Grantee may suspend the contract pending corrective actions or investigation, effective not less than seven (7) days following written notification to the Consultants or its authorized representative. The suspension will remain in full force and effect until the Consultants have taken corrective action to the satisfaction of the Grantee and are able to substantiate their full compliance with the terms and conditions of this contract. No obligations incurred by the Consultants or its authorized representative during the period of suspension will be allowable under the contract except:

A. Reasonable, proper and otherwise allowable costs which the Consultants could not avoid during the period of suspension;

B. If upon investigation, the Consultants are able to substantiate complete compliance with the terms and conditions of this contract, otherwise allowable costs incurred during the period of suspension will be allowed; and
C. In the event all or any portion of the work prepared or partially prepared by the Consultant is suspended, abandoned or otherwise terminated, the Grantee shall pay the Consultants for work performed to the satisfaction of the Grantee, in accordance with the percentage of the work completed.

X. TERMINATION

A. Termination for Breach.

This Agreement may be terminated by either party for a material breach of this Agreement by the other party not caused by any action or omission of the terminating party by giving the other party written notice at least three days in advance of the termination date. The termination notice shall specify in reasonable detail each such material breach. In the event of such termination by either party, the Consultants shall promptly deliver to the Grantee all drawings, computer programs, computer input and output, analysis, plans, photographic images, tests, maps, surveys, and written materials of any kind generated in the performance of services under this Agreement up to and including the date of termination. If this Agreement is so terminated by the Consultants, they will be paid for all services rendered up to the date of termination, except as set forth in Section VI above. If this Agreement is so terminated by the Grantee, the Consultants will be paid for all services rendered to the date of termination, except those services which, in the Grantee’s judgment, constituted the grounds, in whole or in part, of the notice of termination, and except as set forth in Section VI, above. Upon such payment, all obligations of the Grantee to the Consultants under this Agreement shall cease.

B. Termination for Convenience.

In addition to the foregoing, this Agreement may be terminated by the Grantee for its convenience and without cause of any nature by giving the Consultants written notice at least seven days in advance of the termination date. In the event of such termination, the Consultants will be paid for all services rendered to the date of termination, except as set forth in Section VI, above, and upon such payment, all obligations of the Grantee to the Consultants under this Agreement shall cease. Furthermore, in the event of such termination, the Consultants shall promptly deliver to the Grantee all drawings, computer programs, computer input and output, plans, photographic images, analyses, test, maps, surveys, and written materials of any kind generated in the performance of their services under this Agreement up to and including the date of termination.

XI. LAWS TO BE OBSERVED

A. Compliance with Laws: This contract is funded in whole or in part with CDBG-DR funds through the Grantee’s Community Development Block Grant – Disaster Recovery contract [CDBG-DR P16-016] as administered
by the Division of Local Government, Department of Local Affairs. Contractors are responsible for complying with those regulations and restrictions normally associated with federally-funded programs and any other requirements that the state may prescribe. The Consultants shall comply with all applicable laws, ordinances and codes of the state and local government and the Consultants shall save the Grantee harmless with respect to any damages arising from any tort done in performing any of the work embraced by this contract.

B. **Title VI of the Civil Rights Act of 1964:** Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, creed, religion, sex or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

C. **Section 109 of the Housing and Community Development Act of 1974:** No person in the United States shall on the grounds of race, color, creed, religion, sex or national origin be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

D. **Age Discrimination Act of 1975, as Amended:** No person shall be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance. (42 U.S.C. 610 et. seq.)

E. **Section 504 of the Rehabilitation Act of 1973, as Amended:** No otherwise qualified individual shall, solely by reason or his or her disability, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving Federal funds. (29 U.S.C. 794)

F. **Public Law 101-336, Americans with Disabilities Act of 1990:** Subject to the provisions of this title, no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity.

G. **Section 3 of the Housing and Community Development Act of 1968 Compliance in the Provision of Training, Employment, and Business Opportunities:**

1. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban
Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower-income residents of the project area; and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part, by persons residing in the area of the project.

2. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of HUD set forth in 24 CFR 135, and all applicable rules and orders of HUD and CTED issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these provisions.

3. The Consultants will send to each labor organization or representative of workers with which they have a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers’ representative of their commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

4. The Consultant will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant, or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of HUD, 24 CFR Part 135. The Consultant will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract, unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

5. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of HUD and CTED issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant, or recipient, its consultants and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

XII. PERMITS AND LICENSES

The Consultants shall procure all permits and licenses, pay all charges, fees, and taxes and give all notices necessary and incidental to the due and lawful prosecution of their services under this Agreement.

XIII. PATENTED DEVICES, MATERIALS AND PROCESSES

The Consultants shall hold and save harmless the Grantee from any and all claims for infringement, by reason of the use of any patented design, device, material, process, or trademark or copyright and shall indemnify the Grantee for any costs, expenses, and damages, including court costs and attorney fees, which it might be obligated
to pay by reason of infringement at any time during the prosecution or after completion of their services under this Agreement.

XIV. **NO MULTIPLE FISCAL YEAR OBLIGATION**

Nothing herein shall constitute a multiple fiscal year obligation pursuant to Colorado Constitution, Article X, Section 20. Notwithstanding any other provision of this Agreement, the Grantee’s obligations under this Agreement are subject to annual appropriation by the Board of Directors of the Grantee. Any failure of the Grantee Board of Directors annually to appropriate adequate monies to finance the Grantee’s obligations under this Agreement shall terminate this Agreement at such time as such then-existing appropriations are to be depleted. Notice shall be given promptly to the Consultants of any failure to appropriate such adequate monies.

XV. **INDEPENDENT CONTRACTOR**

The relationship between the Consultants and the Grantee is that of an independent contractor. The Consultants shall supply all personnel, equipment, materials and supplies at their own expense, except as specifically set forth herein. The Consultants shall not be deemed to be, nor shall they represent themselves as, employees, partners, or joint venturers of the Grantee. No employee or officer of the Grantee shall supervise the Consultants. The Consultants are not entitled to workers’ compensation benefits and are obligated to directly pay federal and state income tax on money earned under this Agreement.

XVI. **PERSONNEL**

The Consultants represent that they have, or will secure at their own expense, all personnel required in order to perform under this contract. Such personnel shall not be employees of, or have any contractual relationship to, the Grantee.

All services required hereunder will be performed by the Consultants or under their supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under federal, state and local law to perform such services.

None of the work or services covered by this contract shall be subcontracted without prior written approval of the Grantee. Any work or services subcontracted hereunder shall be specified in written contract or agreement and shall be subject to each provision of this contract.
XVII. INTEREST of Consultant and Employees

The Consultants covenant that they presently have no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of their services hereunder. The Consultants further covenant that in the performance of this contract, no person having such interest shall be employed.

XVIII. AUDITS and inspections

The Grantee, the State Auditor, and HUD or their delegates shall have the right to review and monitor the financial and other components of the work and services provided and undertaken as part of the CDBG-DR project and this contract, by whatever legal and reasonable means are deemed expedient by the Grantee, the State Auditor and HUD.

XIX. INDEMNIFICATION

The Consultant shall comply with the requirements of all applicable laws, rules, and regulations in connection with the services of Consultant, and shall exonerate, indemnify, and hold harmless the Grantee, its officers, agents, and all employees from and against them, and local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and Income Tax Laws. Further, Consultant shall exonerate, indemnify, and hold harmless the Grantee and Landowners associated with the Project with respect to any damages, expenses, or claims arising from or in connection with any of the work performed or to be performed under this Contract by Consultant. This shall not be construed as a limitation of the Consultant’s liability under this agreement or as otherwise provided by law.

XX. INSURANCE

A. The Consultants agree to procure and maintain in force during the terms of this Agreement, at its own cost, the following minimum coverages:

1. Workers’ Compensation and Employers’ Liability

   State of Colorado: Statutory
   Applicable Federal: Statutory
   Employer’s Liability: $100,000 Each Accident
   $500,000 Disease-Policy Limit
   $100,000 Disease-Each Employee
   Waiver of Subrogation
2. Commercial General Liability

Bodily Injury & Property Damage General Aggregate Limit  $1,000,000
Personal & Advertising Injury Limit                       $1,000,000
Each Occurrence Limit                                     $1,000,000

The policy shall be on an Occurrence Form and include the following coverages: Premises Operations; Personal and Advertising Injury; Medical Payments; Liability assumed under an Insured Contract; Independent Contractors; and Broad Form Property Damage. Coverage provided should be at least as broad as found in Insurance Services Office (ISO) form CG0001.

3. Professional Liability (errors and omissions)

Each Claim/Loss:                                      $1,000,000
Aggregate:                                             $1,000,000

Grantee may require that this coverage remain in place for one year after the project is complete.

4. Commercial Automobile Liability Limits

Bodily Injury & Property Damage Combined Single Limit  $1,000,000
Medical Payments per person                          $5,000
Uninsured/Underinsured Motorist                      $100,000

Coverage is to be provided on Business Auto, Garage, or Truckers form. Coverage provided should be at least as broad as found in ISO form CA0001 (BAP), CA0005 (Garage) or CA0012 (Trucker) including coverage for owned, non-owned, & hired autos.

B. Coverage.

Insurance required by this Agreement shall be primary coverage, unless otherwise specified, and shall specify that in the event of payment for any loss under the coverage provided, the insurance company shall have no right of
recovery against the Grantee or its insurers. All policies of insurance under this Agreement shall be provided by a reputable insurance company or companies qualified to conduct business in Colorado. The Grantee reserves the right, but shall not have the duty, to reject any insurer which it finds to be unsatisfactory and insist that the Consultants substitute another insurer that is reasonably satisfactory to the Grantee. Property and Liability Insurance Companies shall be licensed to do business in Colorado and shall have an AM Best rating of not less than A- VI. This insurance shall be maintained in full force and effect during the term of this Agreement and for the additional periods set forth herein and shall protect the Consultants, its agents, employees and representatives, from claims for damages for personal injury and wrongful death and for damages to property arising in any manner from negligent or wrongful acts or omissions of the Consultants, their agents, employees, and representatives in the performance of the services covered herein.

C. Additional Insureds.

All Insurance policies (except Workers Compensation and Professional Liability) shall include Grantee and its elected officials and employees as additional insureds as their interests may appear. The additional insured endorsement should be at least as broad as ISO form CG2010 for General Liability coverage and similar forms for Commercial Auto and Umbrella Liability.

D. Automobile Coverage.

Automobile insurance shall, without limitation, cover all automobiles used in performing any services under this Agreement.

E. Claims-Made Policies.

If coverage is to be provided on Claims Made forms, Consultants must refer policy to the Grantee Attorney’s Office for approval and additional requirements. In the case of any claims-made insurance policies, the Consultants shall procure necessary retroactive dates, coverage and extended reporting periods to cover a period at least two years beyond the expiration date of this Agreement. This obligation shall survive the termination or expiration of this Agreement.

F. The Consultants shall not cancel, materially change, or fail to renew required insurance coverages. The Consultants shall notify the Project Manager of any material reduction or exhaustion of aggregate limits. Should the Consultants fail to immediately procure other insurance, as specified, to substitute for any policy canceled before final payment to the Consultants, the Grantee may procure such insurance and deduct its cost from any sum due to the Consultants under this Agreement.
G. Certificates.

Certificates showing that the Consultants are carrying the above-described insurance, and the status of the additional insureds, shall be furnished to the Grantee prior to the execution of this Agreement by the Grantee. Certificates of insurance on all policies shall give the Grantee written notice of not less than fifteen (15) days prior to cancellation or change in coverage. The Consultants shall forthwith obtain and submit proof of substitute insurance in the event of expiration or cancellation of coverage.

H. Non-Waiver.

The parties understand and agree that the parties are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (now $150,000 per person and $600,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S., as from time to time amended, or otherwise available to the parties, their officers, or their employees.

XXI. PROHIBITIONS ON PUBLIC CONTRACTS FOR SERVICES

The Consultants certify that it shall comply with the provisions of section 8-17.5-101 et seq., C.R.S. The Consultants shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to the Consultants that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract.

The Consultants represent, warrant, and agree (i) that it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this contract through participation in either the E-Verify or the Department Program; (ii) that the Consultants are prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed; and (iii) if the Consultants obtain actual knowledge that a subcontractor performing work under the public contract for services knowingly employs or contracts with an illegal alien, the Consultants shall be required to:

1. Notify the subcontractor and the contracting state agency or political subdivision within three days that the Consultants has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
2. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to 8-17.5-102(2)(b)(III)(A) the subcontractor does not stop employing or contracting with the illegal alien; except that the Consultants shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

The Consultants further agree that it shall comply with all reasonable requests made in the course of an investigation under section 8-17.5-102(5), C.R.S. by the Colorado Department of Labor and Employment. If the Consultants fail to comply with any requirement of this provision or section 8-17.5-101 et seq., C.R.S. the Grantee may terminate this contract for breach and the Consultants shall be liable for actual and consequential damages to the Grantee.

XXII. INTEGRATION

This document constitutes the entire agreement between the Grantee and the Consultants and incorporates all prior verbal and written communications between the parties concerning the subject matter included herein.

XXIII. CAPTIONS

Each paragraph of this Contract has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of any paragraph or in any way determine its interpretation or application.

XXIV. NO ASSIGNMENT

Neither party shall assign, sublet, or transfer any interest in this Agreement without the written consent of the other.

XXV. AMENDMENT IN WRITING

No amendment or modification shall be made to this Agreement unless it is in writing and signed by both parties.

XXVI. GOVERNING LAW AND VENUE
This Agreement is governed by the laws of the State of Colorado. Any suit between the parties arising under this Agreement shall be brought only in a court of competent jurisdiction for the Twentieth Judicial Grantee of the State of Colorado.

XXVII. NO THIRD PARTY BENEFICIARIES

The parties intend no third party beneficiaries under this Agreement. Any person other than the Grantee or the Consultants receiving services or benefits under this Agreement is an incidental beneficiary only.

XXVIII. FINANCIAL OBLIGATIONS OF THE GRANTEE

All financial obligations of the Grantee under this Agreement are contingent upon appropriation, budgeting, and availability of specific funds to discharge such obligations. Nothing in this Agreement shall be deemed a pledge of the Grantee’s credit, or a payment guarantee by the Grantee to the Consultants.

XXIX. NO WAIVER

No waiver of any breach or default under this Agreement shall be a waiver of any other or later breach of default.

XXX. ADDRESSES FOR NOTICES AND COMMUNICATIONS

For the Grantee:
Name, Title
Firm Name
Street
City, State ZIP
Phone: ___________ e-mail: ___________________

For Consultants:
Name, Title
XXXI. **AUTHORITY**

Consultants warrant that the individual executing this Agreement is properly authorized to bind the Consultants to this Agreement.

XXXII. **INTEREST OF MEMBERS OF THE GRANTEE**

No member of the governing body of the Grantee and no other officer, employee, or agent of the Grantee who exercises any functions or responsibilities in connection with the planning and carrying out of the project, shall have any interest, direct or indirect, in this Contract; and the Consultants shall take appropriate steps to assure compliance.

XXXIII. **INTEREST OF OTHER LOCAL PUBLIC OFFICIALS**

No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the project, shall have any personal financial interest, direct or indirect in this Contract; and the Consultants shall take appropriate steps to assure compliance.

XXXIV. **AUTHORIZATION**

This Agreement is authorized by Grantee Resolution _________, adopted __________, copies of which are attached hereto as Attachment C and made a part hereof.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement effective as of the day and year first above written.

CONSULTANTS
By: _________________________________

Title: _________________________________

STATE OF COLORADO  )
 ) ss.
COUNTY OF BOULDER  )

Acknowledged before me, a notary public, this _____ day of ____________ 2015, by
__________________________________, as ________________________________.

Witness my hand and official seal.

My commission expires:

__________________________________

Notary Public

(SEAL)

Four Mile Fire Protection District

__________________________________

President

ATTEST:

__________________________________
Secretary

APPROVED AS TO FORM:

__________________________________

Grantee Attorney’s Office
Attachment A: Scope of Work

(This section is only completed as The Four Mile Fire Protection District and Watershed Coalition develops their contract with the preferred consultant. Information here will include the scope, timing, and cost as agreed to by the Grantee and the consultant chosen for this project.)
Attachment B: Consultant primary employees and billing rates

[This section will be based on the proposal from the preferred consultant. It will only be completed as the Grantee begins to develop the contract with the preferred consultant.]
Attachment C: Grantee Authorizing Resolution

[This will be an approved motion or other action as allowed by Four Mile Fire Protection District’s adopted policies and procedures.]
Figure 6 (above): Tailings/waste rock in the upper gulch drainage.

Figure 7 (left): Open, draining adit in the lower gulch below the house.
Figure 8: Looking downstream from within upper Ingram Gulch