



Middle Fork Little Snake AOP Project: Reconnecting 21 miles of Aquatic Habitat

Final Report



Prepared for: Colorado Conservation Board
Attn: Ashley Garrison

Grantee: Trout Unlimited Inc.
1700 N Moore St, Suite 2005
Arlington, VA 22209-2793

Grant Amount: \$66,494.00

Prepared by: Ellie Miller
Northwest Colorado Project Manager

November 20, 2024

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1.0 Background

In 2011, the Little Snake-Whiskey watershed in Routt National Forest was identified under the National Watershed Condition Framework as a priority watershed. As such, in 2014, the U.S. Forest Service completed National Environmental Policy Act to replace seven culverts to provide 23 miles of aquatic and semi-aquatic passage, improve hydrological function, address structural and safety concerns, and form a more climate resilient watershed.

The Middle Fork Little Snake (MFLS) AOP project was the final AOP project of the seven identified projects in the Watershed Restoration Action Plan. The MFLS project is located on Forest Service Road 550 at milepost 9.7.

2.0 Accomplishments

Trout Unlimited fulfilled the goals of the Colorado Water Plan grant by breaking its execution into four tasks: Task 1, problem identification and design; Task 2, Solicit bids and award contract; Task 3, implementation; Task 4, permit close out and project monitoring.

Task 1 – Problem Identification and Design

Prior to receiving the CWCB award, site surveys were completed in the summer of 2015 by the U.S. Forest Service. NEPA permitting was completed in the summer of 2016, which included a detailed site reconnaissance from the U.S. Forest Service Botanists, Hydrologists, Soil Scientists, Recreation Specialists, Engineers, Archaeologists, Wildlife Biologists and Fisheries Biologists. Designs were completed in the Winter of 2020 by the U.S. Forest Service Enterprise team. Wetlands were delineated for the 404 permit on October 17th, 2023.

Task 2 – Solicit Bids and Award Contract

In September of 2023, an RFP was developed and sent out for review to five contractors. TU conducted a pre-bid meeting on October 27th, 2024 and bids were submitted on December 10th. We reviewed proposals and awarded the construction contract on February 15th, 2024. Army Corp permit was awarded on March 25th, 2024 (Exhibit A).

Task 3 – Implementation

Construction began on July 15h, 2024 with mobilization of equipment and materials to project site. The project was then constructed in the following manor:

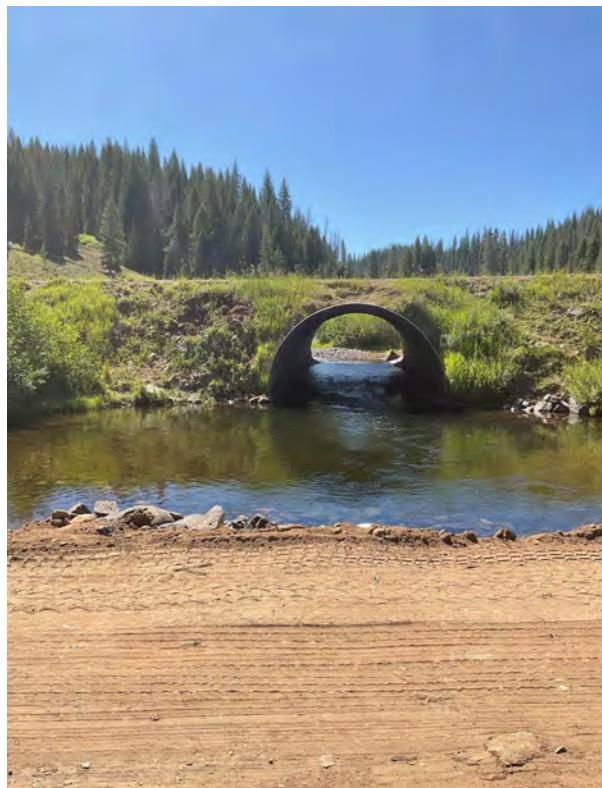
Phase 1: Contractor began by constructing a bypass road to FS standards. They then removed and disposed of existing culverts off of Federal lands and excavated, prepared the foundations, and backfilled where necessary.

Phase 2: Pools were constructed within the channel under the bridge site homogenously with streambed characteristics, and/or where they have filled in with fine sediment due to poor sediment transport capabilities of the system. Pool depths were determined based on location and are estimated to be between 3-5 feet. All excavated cobble material was used for riffle enhancement.

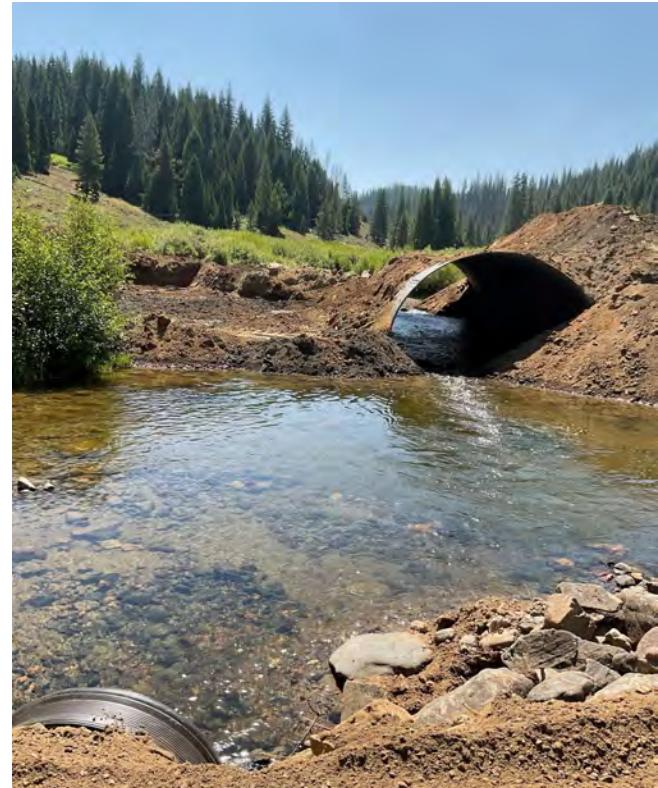
Riffles, as detailed in the design set, were constructed within the channel under the bridge and enhanced in areas where riffles currently exist above and below the culvert. Slight increased riffle crest elevations and increased gradient were added to existing riffles to improve velocity and dissolved oxygen levels. Riffles were created using native cobble to simulate a natural stream profile. Riffles were lightly compacted to ensure stability while maintaining adequate interstitial pore space within the riffle substrate to allow for macroinvertebrate community colonization and expansion.

Phase 3: Bridge, headwalls and wingwalls were assembled and positioned into stream channel. Banks along the sides of the bridge were constructed to ensure semi-aquatic and terrestrial organism passage. Road surface aggregate will be placed and compacted to U.S. Forest specifications.

Phase 4: Riparian Enhancement treatments were performed in disturbed areas that were lacking riparian plant communities or areas that were subject to erosion sloughing or mass wasting. Sites were selected by a U.S. Forest Service Botanist. The riparian enhancement was conducted in collaboration Yampa Valley Sustainability Council staff and Steamboat Highschool volunteers on October 9th, 2024. Treatments included willow staking and seeding utilizing U.S. Forest Service approved local seed mixes. In areas of bank grading treatments, mature willow stakes were planted on 2 ft centers and placed at a depth to allow for water table interception.



Prior to Construction – July 2024



Mid-Construction – August 2024



Completed Construction– October 2024

Task 4 – Permit Close out and Project Monitoring

We will continue to monitor for a three-year period following construction and will utilize photo-point documentation to assess ecosystem function. Indicators for a project success will include sediment deposition amounts, riparian plant community success, and stream bed heterogeneity.

TU submitted Army Corp close out documentation on November 19th, 2024 (Exhibit A).

Task 5 – Grant Management

This first part of this task, invoicing and accounting, has been an ongoing effort between myself, TU's grant accountant, and CWCB staff.

The latter half of this task was providing match for the U.S. Forest Service to implement the project. Those funds went directly towards implementation of the project which was successfully completed in October of 2024.

3.0 Lessons Learned and Next Steps

During construction, the contractor noticed incorrect material quantities in the design. As such, the contractor submitted a change order, with the U.S. Forest Service's approval, for approximately \$30k. Next time, I will ensure to check or have the designer check quantities before soliciting bids. Otherwise, no other obstacles were encountered.

Next steps are to continue monitoring for the following three years for channel stability and riparian conditions.

In conclusion, we would like to express our sincerest gratitude to CWCB for their continue support of Trout Unlimited!

4.0 Budget

TU requested \$66,494.00 from CWCB to complement \$1,163,609 in cash and \$4,980 in-kind funding from our partners and volunteers (total budget \$1,235,083, 95% match). The tables below show a comparison of the proposed budget to actual expenses. Cash matching funds were secured from Routt National Forest Service (Exhibit B). Sources of in-kind contributions are from TU staff. The tables below detail our request, expenditures, matching funds, and sources.

Table 1: Proposed Project Budget and Sources of Matching Funds

Tasks	CWCB	Other Cash	In-Kind	Total	Source of Matching Funds
Task 1	\$0	N/A	\$0		N/A
Task 2	\$0	\$0	\$1,680		TU
Task 3	\$0	\$1,163,609	\$0		U.S. Forest Service
Task 4	\$0	\$0	\$2,400		TU
Task 5	\$66,494	\$0	\$900		TU/CWCB
TOTALS	\$66,494	\$1,163,609	\$4,980	\$1,235,083	

Table 2: Budget and Actual Expenses Per Task for CWCB Funds

		BUDGET	ACTUALS
Task 1: Problem ID and Design			
	Baseline/Site Eval	\$0	N/A
	Design	\$0	N/A
	Permitting	\$0	N/A
Task 2: Solicit Bids and Award Contract			
	Compile RFP	\$0	\$0
	Solicit Bids	\$0	\$0
	Compile Contract	\$0	\$0
	Permitting	\$0	\$0
	Award Bid	\$0	\$0
Task 3: Implementation			
	Mobilization	\$0	\$0
	Survey/Staking/Traffic	\$0	\$0
	Soil Erosion/Pollution	\$0	\$0
	Dewatering	\$0	\$0
	Excavation	\$0	\$0
	Backfill	\$0	\$0
	Rock Materials	\$0	\$0
	Bridge Materials	\$0	\$0
	Revegetation	\$0	\$0
	Contingency	\$0	\$0
	TU Oversight	\$0	\$0
Task 4: Permit Close Out and Project Monitoring			
	Processing Documents	\$0	\$0
	Monitoring	\$0	\$0
Task 5: Grant Management			
	Invoices and Accounting	\$0	\$0
	TU Indirect Rate	\$5,682.25	\$5,682.25
	Match for U.S. Forest Service	\$60,811.75	\$60,811.75
TOTALS		\$66,494.00	\$66,494.00

5.0 Appendix

Exhibit A



DEPARTMENT OF THE ARMY
ALBUQUERQUE DISTRICT, CORPS OF ENGINEERS
400 ROOD AVENUE, ROOM 224
GRAND JUNCTION, COLORADO 81501

March 26, 2024

Regulatory Division

SUBJECT: Nationwide Permit Verification (SPA-2024-00049)

Trout Unlimited
Attention: Ellie Miller
1777 N Kent Street, Suite 100
Arlington, Virginia 22209
Ellie.miller@tu.org

Dear Ms. Miller:

We are responding to your preconstruction notification (PCN), submitted to us on January 25, 2024, for verification of authorization under Nationwide Permits (NWP) for the *Middle Fork Little Snake AOP* project. The project site is located on the Middle Fork of the Little Snake River, centered at latitude 40.9443°, longitude -106.9188°, approximately 18 miles north of the unincorporated community of Clark, Routt County, Colorado.

Based on the information provided, we have determined that the *Middle Fork Little Snake AOP* project involves the discharge of dredged or fill material into waters of the United States, subject to Section 404 of the Clean Water Act. The specific activity that requires Department of Army authorization is the placement of 43 cubic yards of permanent fill material into waters of the United States to replace an existing culvert with a CON/SPAN precast modular bridge system. The project will result in the permanent loss of 0.03 acre of stream channel below the ordinary high-water mark (OHWM) of the Little Snake River and temporary impacts to 310 linear feet of stream channel below the OHWM of the Little Snake River, as well as to 0.67 acre of adjacent wetlands. The project will be conducted as described in the referenced PCN.

We have determined that activities associated with the project are authorized by 2021 NWP 14 – *Linear Transportation Projects* and NWP 33 – *Temporary Construction, Access, and Dewatering*. A summary of these NWPs and the 2021 Colorado Regional Conditions are available on our website at www.spa.usace.army.mil/reg/nwp. Failure to comply with all terms and conditions of these NWPs may result in the suspension or revocation of this authorization. As required by General Condition 30, you shall sign the enclosed Compliance Certification (Enclosure 1) and return it to this office within 30 days after completion of the authorized work.

Our review of this project also addressed its effects on threatened and endangered species and historic properties in accordance with General Conditions 18 and 20. Based on the information provided, we have determined that this project will have no effect to federally listed species or their critical habitat. Additionally, the project has no potential to cause effects to historic properties. However, these determinations may be invalidated if the

project is not completed as authorized or you did not provide accurate information in your PCN.

This permit verification is valid until March 14, 2026, unless the NWPs are modified, suspended, reissued, or revoked prior to that date. Continued confirmation that an activity complies with the terms and conditions, and any changes to the NWPs, is the responsibility of the permittee. Activities that have commenced, or are under contract to commence, in reliance on the NWPs will remain authorized provided the activity is completed within 12 months of the date of the NWP's expiration, modification, or revocation.

This letter does not constitute approval of the project design features, nor does it imply that the construction is adequate for its intended purpose. This permit does not authorize any injury to property or invasion of rights or any infringement of federal, state, local, or tribal laws or regulations. The permittee and/or any contractors acting on behalf of the permittee must possess the authority and any other approvals required by law, including property rights, to undertake the proposed work.

The landowner must allow Corps representatives to inspect the authorized activity at any time deemed necessary to ensure that it is being, or has been, accomplished in accordance with the terms and conditions of the permit.

We would appreciate your feedback on this permit action including your interaction with our staff or suggestions for improving our program. For more information about our program or to complete our Regulatory Program national customer service survey, visit our website at <https://www.spa.usace.army.mil/Missions/Regulatory-Program-and-Permits/>.

Please refer to identification number SPA-2024-00049 in any correspondence concerning this project. If you have any questions, please contact me by email at Robert.W.Frank@usace.army.mil, or telephone at (970) 243-1199 Extension 1017.

Sincerely,



Robert Frank
Regulatory Project Manager
NW Colorado Branch

Enclosure

COMPLIANCE CERTIFICATION

Action Number: SPA-2024-00049

Name of Permittee: Trout Unlimited; Attention: Ellie Miller

Nationwide Permit: *NWP 14 – Linear Transportation Projects and NWP 33 – Temporary Construction, Access, and Dewatering*

Upon completion of the activity authorized by this permit and any mitigation required by the permit, sign this certification and return it to the following address:

U.S. Army Corps of Engineers, Albuquerque District
400 Rood Avenue, Room 224
Grand Junction, Colorado 81501

Or to the following email address:

spa-rd-co@usace.army.mil

Please note that your permitted activity is subject to a compliance inspection by a U.S. Army Corps of Engineers representative. If you fail to comply with this permit, you are subject to permit suspension, modification, or revocation.

Please enclose photographs showing the completed project (if available).

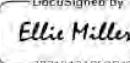
I hereby certify that the work authorized by the above-referenced permit has been completed in accordance with the terms and conditions of the said permit, and required mitigation was completed in accordance with the permit conditions.

07/15/2024

Date Work Started _____

10/15/2024

Date Work Completed _____

DocuSigned by

Ellie Miller
2B21B12A252CA09

Nov 19, 2024 | 8:13 AM PST

Signature of Permittee _____

Date _____

Encl 1

Exhibit B



FS Agreement No. 23-PA-11020600-047

Cooperator Agreement No. _____

PARTICIPATING AGREEMENT SUPPLEMENTAL PROJECT AGREEMENT

To
MASTER PARTICIPATING AGREEMENT # 22-PA-11132400-120
Between
TROUT UNLIMITED, INC.
And The
USDA, FOREST SERVICE
MEDICINE BOW-ROUTT NATIONAL FORESTS
AND THUNDER BASIN NATIONAL GRASSLAND

This Supplemental Project Agreement (SPA) is hereby made and entered into by and between Trout Unlimited, Inc., hereinafter referred to as "TU," and the United States Department of Agriculture (USDA), Forest Service, Medicine Bow-Routt National Forests and Thunder Basin National Grassland, hereinafter referred to as the "U.S. Forest Service," as specified under the provisions of Master Participating Agreement #22-PA-11132400-120, under the authority: Wyden Amendment (Section 323(a) of the Department of Interior and Related Agencies Appropriations Act, 1999, as included in Pub. L., 105-277. Div. A., Section 101(e), as amended by Pub. L. 109-54, Section 434, and the Omnibus Public Land Management Act, Pub. L. 111-11, Sec. 3001.).

Title: Little Snake River Culvert Replacements

I. GENERAL PROJECT DESCRIPTION: In 2014, seven culverts were identified for replacement in the headwaters of the Little Snake River which is a part of the Middle Fork of the Little Snake River watershed located in northern Routt County, Colorado. The culverts were nearing the end of their life span and the replacements would improve aquatic passage, hydrologic function, and address structural and safety concerns. Five culverts have been replaced. The remaining two culverts have completed designs and a contract package. This agreement provides the mechanism for TU to administer a construction contract for the replacement of the two culverts. Work will be done in accordance with the following provisions and the hereby incorporated Scope of Works and Financial Plans, attached as Attachments A and B.

II. RESPONSIBILITIES:

A. The TU shall:

1. Develop and send out request for proposals, lead a U.S. Forest Service and TU team to evaluate proposals, award the contract, and oversee construction.
2. Perform all work to U.S. Forest Service prescriptions as outlined in the attached Scope of Works.



3. **FINANCIAL STATUS REPORTS**. TU shall prepare a financial report that includes all relevant expenditures for the reporting period. Additionally, for each respective CFDA, a Federal Financial Report, form SF-425, must be submitted to the Forest Service Program Contact and to asc_payments@usda.gov according to the reporting schedule.

For ALN/CFDA #10.718, a [QUARTERLY] financial report is required.
For ALN/CFDA #10.699, not applicable.

The **quarterly** financial report for each respective ALN/CFDA is due no later than 30 days after the reporting period ending March 31, June 30, September 30, December 31. All final financial reports, SF-425(s), must be submitted either with the final payment request or no later than 120 days from the expiration date of the agreement, whichever is soonest. The SF-425 form may be found at [Post-Award Reporting Forms | GRANTS.GOV](#) .

4. **JUSTICE 40 INITIATIVE**. Executive Order (EO) 14008, Tackling the Climate Crisis at Home and Abroad, was signed on January 27, 2021. This EO commits federal agencies to providing 40% of federal benefits to disadvantaged communities. When WYNDD is considering a subaward or contract to be executed under this agreement, the cooperator may consider the requirements of EO 14008, section 223, OMB M-21-28 and OMB-23-09.

B. The U.S. Forest Service shall:

1. **PAYMENT/REIMBURSEMENT**. The U.S. Forest Service shall reimburse TU for the U.S. Forest Service's share of actual expenses incurred, not to exceed **\$800,000.00**, as shown in the Financial Plan, attachment B.1, with CFDA 10.718. In order to approve a Request for Reimbursement, the U.S. Forest Service shall review such requests to ensure payments for reimbursement are in compliance and otherwise consistent with the terms of the agreement. The U.S. Forest Service shall make payment upon receipt of TU's **quarterly** invoice. Each invoice from TU must display the total project costs for the billing period, separated by U.S. Forest Service and TU's share. In-kind contributions must be displayed as a separate line item and must not be included in the total project costs available for reimbursement. The final invoice must display TU's full match towards the project, as shown in the financial plans, and be submitted no later than 120 days from the expiration date.

Each invoice must include, at a minimum:

1. TU's name, address, and telephone number.
2. U.S. Forest Service agreement number: **23-PA-11020600-047**
3. CFDA Number: **10.718**
4. Invoice date.
5. Performance dates of the work completed (start & end).
6. Total invoice amount for the billing period, separated by U.S. Forest Service and TU share with in-kind contributions displayed as a separate line item.



7. Display all costs, both cumulative and for the billing period, by separate cost elements as shown on the financial plan.
8. Cumulative amount of U.S. Forest Service payments to date.
9. Statement that the invoice is a request for payment by "reimbursement".
10. If using SF-270, a signature is required.
11. Invoice Number, if applicable.

The invoice must be forwarded to:

EMAIL: SM.FS.ASC_GA@USDA.GOV

FAX: 877-687-4894

POSTAL: USDA Forest Service
Albuquerque Service Center
Payments – Grants & Agreements
4000 Masthead St, NE
Albuquerque, NM 87109

Send a copy to: Richard Henderson, richard.henderson@usda.gov

2. **PAYMENT/REIMBURSEMENT.** The U.S. Forest Service shall reimburse TU for the U.S. Forest Service's share of actual expenses incurred, not to exceed **\$400,000.00**, as shown in the Financial Plan, attachment B.2, with CFDA 10.699. In order to approve a Request for Reimbursement, the U.S. Forest Service shall review such requests to ensure payments for reimbursement are in compliance and otherwise consistent with the terms of the agreement. The U.S. Forest Service shall make payment upon receipt of TU's **quarterly** invoice. Each invoice from TU must display the total project costs for the billing period, separated by U.S. Forest Service and TU's share. In-kind contributions must be displayed as a separate line item and must not be included in the total project costs available for reimbursement. The final invoice must display TU's full match towards the project, as shown in the financial plans, and be submitted no later than 120 days from the expiration date.

Each invoice must include, at a minimum:

1. TU's name, address, and telephone number.
2. U.S. Forest Service agreement number: **23-PA-11020600-047**
3. CFDA Number: **10.699**
4. Invoice date.
5. Performance dates of the work completed (start & end).
6. Total invoice amount for the billing period, separated by U.S. Forest Service and TU share with in-kind contributions displayed as a separate line item.



7. Display all costs, both cumulative and for the billing period, by separate cost elements as shown on the financial plan.
8. Cumulative amount of U.S. Forest Service payments to date.
9. Statement that the invoice is a request for payment by "reimbursement".
10. If using SF-270, a signature is required.
11. Invoice Number, if applicable.

The invoice must be forwarded to:

EMAIL: SM.FS.ASC_GA@USDA.GOV

FAX: 877-687-4894

POSTAL: USDA Forest Service
Albuquerque Service Center
Payments – Grants & Agreements
4000 Masthead St, NE
Albuquerque, NM 87109

Send a copy to: Richard Henderson, richard.henderson@usda.gov

3. **TEXT MESSAGING WHILE DRIVING.** In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperators, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
4. **FUNDING OF EQUIPMENT.** Federal funding under this agreement is not available for reimbursement of TU's purchase of equipment. Equipment is defined as having a fair market value of \$5,000 or more per unit and a useful life of over one year.
5. Assist on the technical review panel to select a construction contractor.
6. Perform in accordance and provide support during construction as identified in the attached Scope of Works.

III. CONTACTS & TIME LIMITS:

- A. **PRINCIPAL CONTACTS.** Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

**Principal Cooperator Contacts:**

Cooperator Program Contact	Cooperator Administrative Contact
Ellie Miller Northwest Colorado Project Manager Trout Unlimited, Inc. 1777 North Kent St., Ste. 100 Arlington, VA 22209 Telephone: 530-748-7773 Email: ellie.miller@tu.org	Karen Cole Grant Accountant Trout Unlimited, Inc. 1777 North Kent St., Ste. 100 Arlington, VA 22209 Telephone: 989-415-0362 Email: karen.cole@tu.org

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Rick Henderson Fish Biologist Medicine Bow-Routt National Forests and Thunder Basin National Grassland 925 Weiss Dr. Steamboat Springs, CO 80487 Telephone: 970-870-2219 Email: richard.henderson@usda.gov	Nicole Podrabsky Grants Management Specialist Trainee 203A Yellowstone Ave. Cody, WY 82414 Telephone: 307-219-8233 Email: nicole.podrabsky@usda.gov

B. **PROGRAM MONITORING AND PROGRAM PERFORMANCE REPORTS.** The parties to this agreement shall monitor the performance of the agreement activities to ensure that performance goals are being achieved.

TU shall prepare a performance report for each reporting period that contains the following:

- A comparison of actual accomplishments to the goals established for the period. Wherever the output of the project can be readily expressed in numbers, the report shall also include a computation of the cost per unit or output, as applicable. *Example: Goal-50 miles of trail maintenance; Actual-25 miles of trail work completed near mile marker 0.7. 25 miles x \$422/mile = \$10,500*
- If established goals were not met, the report shall include (1) the reason for the delay, (2) a detailed explanation of why the goal was not achieved and identify any factors that may have contributed to the delay, and (3) a plan of action for addressing the issue and getting the project back on track. The plan should outline the specific steps that will be taken to address the issues and a timeline for implementing these steps. This information will enable the Forest Service to



understand the reasons for the delay to determine if an agreement modification is warranted. *Example: Due to severe weather conditions, the crew was unable to reach certain areas impacted by landslides. The schedule has been modified to have a 5-person crew onsite starting in May 2023 to complete the remaining 25 miles of trails when optimal weather conditions are expected.*

- The report shall also include any additional pertinent information relevant to the project.

For each ALN/CFDA, the performance report must include all relevant project work completed and/or invoiced for the reporting period then submitted to the U.S. Forest Service Program Contact. The **quarterly** performance report for each respective ALN/CFDA is due no later than 30 days after the reporting period ending March 31, June 30, September 30, December 31. The **annual** performance report for each respective ALN/CFDA is due no later than 90 days after the reporting period ending December 31. The final performance reports must be submitted either with TU's final payment request, or separately, no later than 120 days from the expiration date of the agreement, whichever is soonest.

For CFDA #10.718, a [QUARTERLY] progress report is required.
For CFDA #10.699, an [ANNUAL] progress report is required.

If financial and performance reports are not timely submitted according to the outlined terms and schedules, it is considered a material breach of the agreement and will result in payment delays and could potentially lead to termination of the agreement.

C. **ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE ENTITIES.** This agreement is subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, P.L. No. 112-74, Division E, Section 433 and 434 434 as continued by Consolidated and Further Continuing Appropriations Act, 2013, P.L. No. 113-6, Division F, Title I, Section 1101(a)(3) regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by entering into this agreement TU acknowledges that it: 1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the agreement, unless a suspending and debarring official of the United States Department of Agriculture has considered suspension or debarment is not necessary to protect the interests of the Government. If TU fails to comply with these provisions, the U.S. Forest Service will annul this agreement and may recover any funds TU has expended in violation of sections 433 and 434.



- D. **CONTRACT REQUIREMENTS**. Any contract under this agreement must be awarded following TU's established procurement procedures, to ensure free and open competition, and avoid any conflict of interest (or appearance of a conflict). TU must maintain cost and price analysis documentation for potential U.S. Forest Service review. TU is/are encouraged to utilize small businesses, minority-owned firms, and women's business enterprises.
- E. **DAVIS BACON WAGES FOR CONSTRUCTION**. Following the requirement in Section 41101 of the Bipartisan Infrastructure Law, P.L. 117-58, Davis-Bacon wage rates must be applied for all laborers and mechanics employed by contractors or subcontractors in the performance of construction, alteration, or repair work on a project assisted in whole or in part by funding made available under this Act. Laborers and mechanics shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly referred to as the "Davis-Bacon Act").
- F. **SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM)**. TU shall maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or agreement term(s). For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.
- G. **AVAILABILITY FOR CONSULTATION**. Both parties will make themselves available at mutually agreeable times, for continuing consultation to discuss the conditions covered by this agreement and agree to actions essential to fulfill its purposes.
- H. **MODIFICATIONS**. Modifications within the scope of this SPA shall be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made in writing, at least 60 days prior to implementation of the requested change. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.
- I. **COMMENCEMENT/EXPIRATION DATE**. This agreement is executed as of the date of the last signature and is effective through **March 18, 2027**, at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.

The Master Agreement (22-PA-11132400-120) expires **March 18, 2027**; therefore, this SPA shall not exceed that date.



J. **AUTHORIZED REPRESENTATIVES.** By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement. In witness whereof, the parties hereto have executed this agreement as of the last date written below.

Andrew Peternell Digitally signed by Andrew Peternell
Date: 2023.09.14 09:42:58 -06'00'

ANDREW PETERNELL, Director, Colorado Water
Program Trout Unlimited, Inc.

Date

 Digitally signed by RUSSELL BACON
Date: 2023.09.15 12:44:20 -06'00'

RUSSELL M. BACON, Forest Supervisor
U.S. Forest Service, Medicine Bow-Routt National
Forests and Thunder Basin National Grassland

Date

The authority and format of this agreement have been reviewed and approved for signature.

KARLA SWENSON Digitally signed by KARLA SWENSON
Date: 2023.09.12 13:23:33 -06'00'

KARLA SWENSON
U.S. Forest Service Grants Management Specialist

Date

Burden Statement

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Middle Fork Little Snake AOP Project

2024
Medicine Bow-Routt National Forest

Overview

The Middle Fork Little Snake AOP project reconnected 21 miles of aquatic habitat through the removal and replacement of two aging culverts.

Project Partners	U.S. Forest Service, Yampa Valley Sustainability Council, Colorado Water Conservation Board, and Trout Unlimited
Total Project Cost	\$1,395,000 \$800k BIL Funds + \$400k Federal Lands Transportation Program + \$98k IRA Funds + \$67k Colorado Water Conservation Board + \$30k TU In-Kind

The project objectives were to, 1) improve aquatic and semi-aquatic species passage, 2) address structural and safety concerns of the aging infrastructure, and 3) re-establish hydrological processes and restore the riparian corridor.

In 2011, the Little Snake-Whiskey watershed in Routt National Forest was identified under the National Watershed Condition Framework as a priority watershed. As such, in 2014, the U.S. Forest Service created a Watershed Restoration Action Plan (WRAP) to replace seven culverts to reconnect 23 miles of aquatic and semi-aquatic passage. The Middle Fork Little Snake AOP project was the final project in the WRAP, and provided 21 miles of reconnection through the construction of a bridge and replacement of an additional, smaller culvert on a tributary of Whiskey Creek.

Completing the project was cooperative effort among the partners. The Forest Service provided the design, funds, and technical assistance. Trout Unlimited was lead on contract development and construction oversight. Yampa Valley Sustainability Council facilitated a volunteer planting effort to recover disturbed sites.

 <p>Prior to Construction - July 2024</p>	 <p>Completed Construction - October 2024</p>
Original culvert on FSR 550	Replaced existing culvert and constructed a bridge to ensure long-term structural integrity and aquatic organism passage.







TROUT UNLIMITED

REQUEST FOR PROPOSALS

for

Middle Fork Little Snake Infrastructure Improvement Project

Trout Unlimited is soliciting bids for the Middle Fork Little Snake Infrastructure Improvement Project (hereafter, “The “Project”). The Project site is located on U.S. Forest Service lands, approximately 15 miles north of the town of Hahns Peak Village, Colorado.

Background

In 2014, eight culverts in the headwaters of the Little Snake River, CO were identified by the U.S. Forest Service for replacement due to ecological and structural concerns in a high priority watershed. The objective of this project is to replace one of the eight identified culverts with a bridge (Figure 1), with an option to bid for replacement of an additional culvert (Figure 2), in the summer of 2024.



Figure 1. Bridge Replacement Site (40.944356, -106.918859)



Figure 2. Culvert Replacement Site (40.969140, -106.917621)

The objective of the Middle Fork Little Snake Infrastructure Improvement Project is to 1) re-establish hydrological processes, 2) improve aquatic and semi-aquatic passage, 3) address structural and safety concerns, and 4) restore riparian function along the river corridor.

ANTICIPATED SCOPE OF WORK

The Construction Documents include the US Forest Service Bridge Design (Exhibit B), the US Forest Service Supplemental Specifications for the Bridge (Exhibit C), US Forest Service Culvert Design (Exhibit D), the US Forest Service Supplemental Specifications for the Culvert (Exhibit E), FP-14 Standard Specifications (Exhibit F), Trout Unlimited Federally Funded Contract Agreement (Exhibit G), the Contractor Bid Form (Exhibit H) and Trout Unlimited's Contract Template (Exhibit I). The Construction Documents are intended to represent a complete project. Any work or materials not specifically noted in the Construction Documents required to provide a completed project are considered incidental to the work. The Contractor shall be responsible for completing all of the tasks outlined below. Trout Unlimited and its agents or partners will provide guidance during construction.

General Tasks

Task 0.1: Mobilization/Demobilization: The Contractor shall be responsible for mobilization and

demobilization of equipment and employees to Project Site and among work areas within the Project Site. Contractor is also responsible for providing all fuel required to complete the Project.

Task 0.2: Water management: If and when water needs to be temporarily diverted around a construction site, the Contractor shall be responsible for constructing the temporary diversion and bypass channel and for removing both diversion and bypass following project completion. A U.S. Army Corps of Engineers 404 permit will be obtained by Trout Unlimited prior to implementation, and all actions will comply with the terms of the 404 permit.

Task 0.3: Erosion/Pollution control: The Contractor shall be responsible for installing, maintaining, and removing any necessary erosion and pollution control devices.

Task 0.4: Construction management per the specifications of the design: The Contractor shall be responsible for grading and installing structures per design specifications. Trout Unlimited and/or its agents will check locations and elevations.

Task 0.5: Communication with project manager: The Contractor shall be responsible for communicating with Trout Unlimited's Project Manager and the design engineer(s) to ensure that the Project is built to specifications.

Tasks associated with Design 1

Task 1.1: Removal of existing culvert infrastructure and installation of a bridge replacement according to designs produced by the U.S. Forest Service (see Design #1 for details and material specifications).

Structural concrete foundations must be cast-in-place unless discussed and approved by the Project Manager and a U.S. Forest Service representative.

Bypass material may be sourced from a nearby pit located approximately 5 miles south of construction site (40.891743, -106.912364). All materials acquired from the pit must be loaded and transported by the Contractor.

Trout Unlimited and/or its agents or partners will provide the following materials for the Contractor:

- Seed
- Mulch

*Trout Unlimited furnished materials will be provided on site.

All other materials, labor, tools, and equipment required for the completion of the project shall be the responsibility of the Contractor.

Tasks associated with Optional Design 2

Task 2.1: Removal and replacement of existing culvert infrastructure according to designs produced by the U.S. Forest Service (see Design #2 for details and material specifications).

Road 550 may be closed for a total of 5 consecutive days, Monday through Friday for Project Construction. Partial closures are permitted given one available lane for passage.

Trout Unlimited and/or its agents or partners will provide the following materials for the Contractor:

- Seed
- Mulch

*Trout Unlimited furnished materials will be provided on site.

All other materials, labor, tools, and equipment required for the completion of the project shall be the responsibility of the Contractor.

TERMS AND CONDITIONS

- The Contractor shall be responsible for participating in an on-site, pre-construction meeting with Trout Unlimited. The meeting will be scheduled for a mutually-agreed-upon time.
- Construction shall occur between July 15th, 2024 and October 15th, 2024.
- The duration of construction is estimated to be 60 days for Design 1 and 14 days for Optional Design 2.
- The Contractor shall use a pressure washer with either hot water and/or water and detergent to clean and disinfect equipment prior to construction. All mud, vegetation, seeds, and other debris will be removed. Equipment will be inspected before it is allowed onto the Project Site.
- The Contractor shall be responsible for construction staking.
- The Contractor shall adhere to all fire restriction guidelines that may be in place for Routt County.
- The Contractor shall identify and meet minimum requirements for fire safety equipment (fire extinguishers, shovels) on all vehicles and heavy equipment.
- The Contractor will be required to enter into a services contract with TU in the form attached hereto as Exhibit B.
- The selected Contractor shall be required to submit to TU a performance bond in an amount equal to the amount of the bid.

OTHER KEY DETAILS

Bid submittal

Bids should be submitted via email to Ellie Miller (ellie.miller@tu.org and must be received by 8AM (MT) on November 10th, 2023.

Bid evaluation criteria

Trout Unlimited will evaluate proposals based on the following criteria:

- Proposed cost
- Action plan and timeline
- Qualifications and experience

See the attached Bid Document.

All parties bidding on this project shall submit with their bid a bid bond guarantee in the amount of 5% of the bid amount.

Questions

Questions regarding the RFP should be directed to Ellie Miller (ellie.miller@tu.org; 530-748-7773).

Disclaimer

Trout Unlimited reserves the right at its sole discretion to cancel this RFP, to reject any and all bids, to postpone or refuse to award a contract, and to take any other action it deems to be in the best interests of the project.



CONTRACT FOR CONSTRUCTION SERVICES

This Contract for Construction Services (the “Contract”) is entered into as of this 15th of January 2024 by and between Trout Unlimited, a Michigan non-profit non-stock corporation (“TU”), of 1777 N. Kent St., Suite 100, Arlington, VA and John Beckett DBA Custom Design Fabricators (the “Contractor”) (collectively, the “Parties”) for the project known as Middle Fork Little Snake AOP Project and set forth in greater detail in the attached Exhibit A (the “Project”). In consideration of the mutual covenants and conditions contained herein, and other good and valuable consideration, TU and Contractor, intending to be legally bound, agree as follows:

ARTICLE I SCOPE, DEFINITIONS, AND EXHIBITS

1. **Definitions:** The following definitions apply to this Contract.

- a) “Affiliate” or “Affiliated Entity” of a specified Person mean any entity, corporation, partnership, limited liability company, sole proprietorship, or other Person that directly or indirectly, through one or more intermediaries controls, is controlled by, or is under common control with the Person specified. For purposes of this definition, the terms “controls,” “controlled by,” or “under common control” means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person.
- b) “Applicable Law” has the meaning ascribed to it in Article VII.
- c) “Change Order” shall mean a written change in the scope of the Work in the form attached hereto as Exhibit J.
- d) “Cost of the Work” has the meaning ascribed to it in Article II.
- e) “Funder” means any Person or Persons providing financing or funding to TU or its Affiliates.
- f) “Funding Agreement” means any agreement between TU and any Funder providing financing or funding to TU or its Affiliates.
- g) “Guaranteed Maximum Price” or “GMP” has the meaning ascribed to it in Article II.
- h) “Indemnitees” shall have the mean TU, its Affiliates and each of their respective directors, officers, shareholders, members, partners, employees, and agents.
- i) “Land Owner” shall mean the Person(s) with a fee interest ownership in the land and improvements on which the Project is located.

- j) "Person" means: (1) an individual, sole proprietorship, corporation, limited liability company, partnership, joint venture, joint stock company, estate, trust, limited liability association, unincorporated association or other entity or organization; (2) any federal, state, county or municipal government (or any bureau, department, agency or instrumentality thereof); and (3) any fiduciary acting in such capacity on behalf of any of the foregoing.
- k) "Subcontractor" shall mean any Person retained by the Contractor to perform a portion of the Work.

2. Services: The Contractor agrees to provide all labor, materials, supervision, equipment, machinery, tools, utilities, services, and insurance necessary to perform the services and supply the deliverables as described in the Contract Documents (the "Work"). The terms and conditions as contained in this Contract shall take precedence over any conflicting terms as may be attached hereto or elsewhere in the Contract Documents.

3. Performance: Contractor agrees to coordinate its Work with that of TU and any other contractors on the Project so as to avoid interference or conflicts with the other's work and to not delay the Project or other work of TU. The Contractor shall be entitled to a time extension, in an amount to be reasonably determined by TU, for critical path delays caused by TU, the Architect/Engineer, or other events beyond the Contractor's reasonable control. However, the Contractor shall not be entitled to monetary or consequential damages of any kind for delay in performance of the Work. All work is to be performed in a workman like manner, consistent with all industry standards, codes, laws, and regulations applicable to the work.

4. Contract Documents:

- a. The Contract Documents form the entire contract between the parties. The "Contract Documents" shall consist of this Contract and the following Exhibits:

Exhibit A - Scope of Services
Exhibit B - Project Budget
Exhibit C - Bonds
Exhibit D - Payment Application Form
Exhibit E - Affidavit of Payment
Exhibit F - Waiver and Release Upon Interim Payment
Exhibit G - Waiver and Release Upon Final Payment
Exhibit H - Federally Funded Contract Provisions
Exhibit I - Insurance Requirements
Exhibit J - Change Order Form
Exhibit K - State Funded Contract Provisions
Exhibit L - Bridge Design
Exhibit M - Culvert Design

In addition to the foregoing, the Contract Documents shall also include all bid documents, requests for proposals, drawings, specifications, and geotechnical and environmental reports previously furnished to the Contractor, any addenda to this Contract, any Change Orders issued after execution of this Contract, and other documents incorporated by reference into this Contract.

- b.** The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all. In the event of any conflict between one or more Contract Documents, the Guaranteed Maximum Price is deemed to include the more expensive item of Work and the greatest quality of Work to TU; however, Contractor shall notify TU of any conflict and install whichever method TU may choose to resolve the conflict.
- 5. Independent Contractor:** Contractor is an independent contractor and will maintain complete control of and responsibility for its employees, agents, methods, and operations. Nothing contained in this Contract will create any contractual relationship between TU and the Contractor's Subcontractors.
- 6. Contractor and Subcontractor License and Qualification:** Contractor and all Subcontractors will be licensed and otherwise fully qualified to perform the Work in accordance with all applicable laws and regulations and will indemnify and hold TU harmless for all damages, costs, fees, and expenses arising out of any failure to comply with this provision. The Contractor agrees to pay its own self-employment and income taxes, and that, as a non-employee, neither the Contractor nor the Contractor's employees are eligible for worker's compensation or other employee benefits from TU. Any such Subcontractors shall be subject to the prior written approval of TU, and TU shall have the right not to accept any proposed Subcontractor for any reason in its sole discretion.
- 7. Permits and Approvals.** Omitted
- 8. Project Familiarization:** By execution of this Contract, Contractor represents that it has familiarized itself with the nature and extent of the Contract Documents, the plans and specifications, the Work site, and all local conditions, laws, and regulations that may in any manner affect the cost, progress, performance, or furnishing of the Work.
- 9. Site Conditions:** Unless otherwise provided herein, Contractor warrants and represents that it has reviewed the conditions at the Project and has satisfied itself as to the conditions under which the Work will be performed. Contractor shall not use, install, remove or handle hazardous materials at the site without the consent of TU, and shall not remediate, or report to governing agencies, hazardous materials discovered without prior consultation and approval from TU. However, nothing herein shall prevent the Contractor from complying with any notification requirements under applicable law.

10. Use of Federal Funds: Funds to be paid to the Contractor may come from federal sources. If federal funds are being provided, Exhibit H will be included, and the Contractor shall comply with the terms in Exhibit H.

11. Use of State Funds: Funds to be paid to the Contractor may come from state sources. If state funds are being provided, Exhibit K will be included, and the Contractor shall comply with the terms in Exhibit K.

ARTICLE II PAYMENT

1. Lump Sum Payment: TU shall pay to contractor a lump sum of \$1,153,220.00 (the “Cost of the Work”) as identified in Exhibit B, to complete the Work described in this Agreement. The Cost of the Work includes all costs of any kind incurred by Contractor to complete the Work, and, in the event the actual cost to complete the Work exceeds the Cost of the Work, Contractor shall bear such costs. This may also be referred to as the “Contract Sum.” For the avoidance of doubt, the following items are included in the Cost of the Work:

- a) All of Contractor’s costs for labor and personnel necessary to perform the Work (including any social security, employment taxes, or the like);
- b) All of Contractor’s costs for materials, equipment, and supplies necessary to perform the Work;
- c) All of Contractor’s clean-up, removal, and storage costs;
- d) All taxes, insurance, and general conditions costs incurred by Contractor necessary to perform the Work; and
- e) Contractor’s profit, general overhead, and all costs and expenses incurred in connection with the performance of the Work not included in the Cost of the Work.

2. Unit Prices: Unit prices may be included in the Contract Documents or may be developed by the Contractor and approved by TU after the date of execution of this Contract pursuant to a Change Order. All unit prices established pursuant to this Contract shall include the cost of all labor, materials, equipment and services necessary to perform the work described in the unit cost, and shall also include all fee, profit, insurance, taxes, overhead and General Conditions Costs of the Contractor and any Subcontractor or supplier performing the work described in the unit price.

3. Taxes and Assessments: The Contractor shall pay all sales taxes, use taxes, social security, old age benefit and unemployment compensation taxes and similar taxes or assessments upon the labor and materials furnished under this Contract, as required by governmental agencies having jurisdiction over the Work. Contractor shall furnish TU with documentation concerning payment of taxes upon request. Such taxes and assessments shall be included in the Cost of the Work.

4. Project Budget: The “Project Budget” means a schedule, prepared by the Contractor and approved by TU's Representative, allocating the entire Cost of the Work among the various portions of the Work and attached hereto as Exhibit B. The Project Budget shall be prepared in such form and supported by such data to substantiate its accuracy as TU's Representative or TU's Funder(s) may require and shall be used as a basis for reviewing the Contractor's Applications for Payment.

5. Payment: TU shall compensate Contractor for all Work properly performed under the Contract in the following manner:

- a) Contractor shall submit to TU a written application for payment showing the value of Work (on a percentage basis) completed to date along with substantiating data and information as required by TU in such form as attached hereto as Exhibit D, unless such other form is approved by TU in writing.
- b) As a condition precedent to payment, Contractor shall provide TU with lien waivers, in the form attached hereto as Exhibit F (or such other form as required by TU) and Affidavits of Payment in the form attached hereto as Exhibit E (or such other form as required by TU), from Contractor and all Subcontractors and suppliers who are furnishing labor, materials or services for the Work.
- c) To the extent approved by TU in accordance with the Contract Documents, and subject to withholding as set forth below, Contractor shall be paid the amount requested within forty-five (45) days after payment is approved by TU. Five percent (5%) retainage shall be held on this Work until the date of Final Completion of the Work, including all punch list work and the furnishing of required warranties, manuals, documents and/or certificates to TU, as required by the Contract Documents.
- d) The total of all payments to the Contractor shall not exceed the Guaranteed Maximum Price.

6. Right to Withhold Payment: TU may refuse to make any payment to the Contractor to the extent that TU deems it necessary or desirable to protect itself against loss or damage due to:

- a) defective work not remedied;
- b) third-party claims, notices of intent to lien, liens, notice of lien on funds, stop notices or similar claims, or reasonable evidence indicating probable filing of such claims or liens;
- c) failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, material or equipment;
- d) reasonable evidence that the Work will not be completed by the required completion dates specified herein;
- e) persistent failure to prosecute or carry out the Work, or unsatisfactory supervision of the Work by the Contractor;
- f) damage to TU or another contractor; or

g) accrued liquidated damages (if applicable under this Contract).

TU reserves the right to issue joint checks to Contractor and Subcontractors and suppliers as may be necessary to protect TU's interests.

7. **Payment of Suppliers and Subcontractors:** The Contractor shall, within ten (10) days of receipt of payment from TU, pay all its suppliers and Subcontractors having an interest in the project their share of the payment for all undisputed services provided by the suppliers or Subcontractors. Contractor shall promptly take all actions necessary to comply. In the event Contractor fails to make timely payments to its suppliers or Subcontractors, TU may, at its sole option and discretion, pay a supplier or Subcontractor any amounts due from Contractor for work performed under the purchase order or subcontract and deduct said payment from any remaining amounts due Contractor. Before any such payment is made to a supplier or Subcontractor, TU shall provide Contractor written notice that payment will be made directly to a supplier or Subcontractor.
8. **Final Payment:** Final Payment, including retainage, shall be made to Contractor upon satisfaction of the following conditions precedent (“Final Completion”): (i) completion of the Work in strict accordance with the Contract Documents, (ii) acceptance of the Work by TU, (iii) satisfaction of all conditions precedent contained in the Contract Documents, including any requirements imposed by the Funder(s) or Land Owner(s), (iv) certification from Contractor that all Subcontractors, laborers, materialmen and suppliers have been paid in full, and (v) receipt of final lien waivers, in the form attached hereto as **Exhibit G** (or such other form as required by TU), from the Contractor and all Subcontractors and suppliers furnishing labor, materials or services. Acceptance of Final Payment by Contractor shall constitute full waiver and release by Contractor of all claims against TU arising out of the Project. The Contractor shall submit all warranties, guarantees, as-builts and other closeout documents as precondition to final payment and all warranties and guarantees submitted by the Contractor shall be assignable to TU.

ARTICLE III CONTRACT TIME

1. **Commencement and Completion:** Time is of the essence of this Contract. The Contractor agrees to begin the Work promptly as soon as directed by TU and to complete the Work according to a schedule developed by the Contractor and approved by TU and to achieve Substantial Completion of the Work on or before October 15th, 2024, as such date may be amended by this Contract (the “Substantial Completion Date”). Substantial Completion shall mean that the Contractor has completed all Work in accordance with the Contract Documents (with minor punch list remaining), the Work can be used for its intended purpose, and all governmental inspections and certifications have been made and posted, including a certificate of occupancy to the extent applicable to the Work (“Substantial Completion”). Contractor shall be responsible to TU for damages resulting from delay caused by the Contractor or anyone working under the Contractor. Any schedule developed hereunder, and any revisions thereto, are not Contract Documents, and such schedule and any approvals thereof by TU shall

not serve to change the Substantial Completion Date, which may only be modified by written Change Order signed by both parties.

2. **Delay:** The Contractor shall take all necessary actions required to remedy any delay due to the fault of the Contractor or anyone working under Contractor, including, without limitation, providing additional forces to perform the Work, or working overtime at the Contractor's expense. If the Contractor does not complete the Work by the required completion dates specified in this Contract, as may be modified by Change Order, then the Contractor shall be liable for liquidated damages, as set forth below. With respect to the damages suffered by TU as a result of any delay in completion of the Work (which damages are certain to be incurred, but which are difficult, if not impossible, to quantify), the parties agree that the Contractor shall be assessed as liquidated damages, and not as a penalty, the following (if there are multiple milestones/dates, the liquidated damages may be assessed cumulatively):

\$500.00 per calendar day of delay until Substantial Completion is achieved

\$500.00 per calendar day of delay until the Milestone Date is achieved

The Contractor acknowledges and agrees that the liquidated damages set forth above are merely intended to cover TU's damages arising out of delay, and not damages arising out of any other failure to perform or negligence on the part of the Contractor.

ARTICLE IV CHANGES AND CLAIMS

1. **Change Orders:** The Contractor agrees to perform or implement any changes or modifications in the Work requested by TU in writing. In the event of a disagreement concerning a change made by TU, the Contractor shall proceed with the Work as modified, subject to the right of the Contractor to make a claim as provided for in this Contract. No payment will be made for extra work without written authorization signed by an authorized representative of TU prior to commencement of said work. The requirement of prior written authorization may not be waived, verbally or by conduct, by TU's representative; however, written authorization by facsimile and electronic mail shall be deemed effective. All Change Orders shall be on the form attached hereto as **Exhibit J**. The Contractor shall not perform any work for, or at the direction of, the Architect/Engineer or a project manager of TU, without express written approval of TU. In the event of changed work being performed on a not to exceed or time and material basis, Contractor shall submit for prior approval labor rates, overtime rates, unit prices and equipment rental rates relative to the changed work. All Change Order costs are subject to full audit, review and approval by TU. In the event of a disagreement concerning a change made by TU, the Contractor shall proceed with the Work as modified, on a "not to exceed" or "time and material" basis, as determined by TU. All labor rates, overtime rates, unit prices and equipment rental rates must be approved in advance. Any existing rates and unit prices included as an exhibit or agreed to by the parties in writing shall include the cost of all labor, materials, equipment and services necessary to perform the work described in the unit cost,

and shall also include all fee, profit, overhead and general conditions costs of any Subcontractor or supplier performing the work described in the unit price.

2. Claims and Disputes:

- a) Any and all claims for additional compensation, extra work, delay, extensions of time, or loss, injury or damages of any kind (“Claim”), shall be submitted in writing by Contractor to TU within five (5) days after the occurrence giving rise to the Claim, or the Claim shall be deemed waived.
- b) TU and Contractor shall endeavor to resolve all Claims in good faith prior to proceeding to mediation as set forth below.
- c) All Claims arising out of or related to this Contract shall be subject to mediation as a condition precedent to litigation. The mediation shall occur in the place where the Project is located, unless otherwise agreed to by the parties.
- d) All Claims arising out of or related to this Contract, but not resolved by mediation, shall be subject to litigation in a court of competence jurisdiction where the Project is located.

ARTICLE V
CONTRACT ADMINISTRATION

- 1. TU's Representative:** The “TU's Representative” for this Project is set forth below, and the Contractor acknowledges that only such individuals shall be authorized to make any changes to the Work on behalf of TU, as provided in this Contract. As of the date of this Contract, TU's Representative is Ellie Miller.
- 2. Contractor's Representative:** The “Contractor's Representative” is the person designated from time to time by the Contractor as its representative in a notice delivered to TU as herein provided. The Contractor's Representative shall be authorized to represent the Contractor in all matters regarding this Contract and the Project. As of the date of this Contract, the Contractor's Representative is John Beckett.
- 3. Communications:** Contractor will obtain permission from TU before communicating with regulatory agencies, property owners, and others regarding the Work, except in case of emergency. Permission obtained for primary communication will not need to be re-obtained for subsequent communications. For the avoidance of doubt, any and all approvals or authorizations from TU referenced in this Contract or elsewhere in the Contract Documents shall be made in writing by TU.
- 4. Damages:** Contractor will take all necessary precautions to prevent damage to property, and it will make repairs to property features damaged by the Work. The cost of such repair is included in the Contract Sum, and no additional compensation will be paid for damages caused by Contractor.

5. **Health and Safety:** Contractor will take all necessary precautions and meet all Applicable Laws for the health and safety of all its employees on the project and all other persons, including TU members, volunteers and employees, who may be affected by the Work. This requirement will apply continuously and is not limited to normal working hours. Contractor shall have the right to restrict from its work site any persons who do not comply with Contractor's reasonable safety requirements.
6. **Trash and Debris:** The Contractor shall remove from the Project, or to a designated location, on a daily basis, all rubbish and surplus material which may accumulate from prosecution of the Work, and should Contractor fail to do so, TU may, at its option, remove same at Contractor's expense.
7. **Subcontractors:** The Contractor shall be responsible for the acts and omissions of Contractor's employees, agents, Subcontractors, suppliers, and consultants. The Contractor shall be responsible for damage to existing facilities or property, or to the work of other contractors or Subcontractors working on the Project, resulting from Contractor's Work or activities (including the Work or activities of its agents, Subcontractors, suppliers, and consultants), and Contractor shall indemnify and hold TU harmless from any loss therefrom. The Contractor shall be solely responsible for all means, methods, techniques, and sequences involved in performing the Work. The Contractor shall ensure that the terms of each subcontract and purchase order bind each Subcontractor and supplier to the terms of this Contract. Contractor will obtain written approval from TU of any proposed subcontract of any of its responsibilities herein prior to its execution.
8. **UEI Number:** The Contractor shall furnish their Unique Entity Identifier (UEI) number upon execution of this Contract, if the Contractor has one.
9. **Inspection:** TU, Government authorities, and/or the Funder may at any time conduct periodic site visits and inspections to ensure work progress in accordance with applicable grant or Funding Agreement, including a final inspection upon project or program completion. TU and applicable funder or government authorities will be allowed to conduct post-completion inspections of each project site to ensure that the sites are being properly operated and maintained and that no conversion of use has occurred. Contractor shall not prevent site visits and inspections and shall immediately notify the authorized contact persons for TU by phone when they are occurring.
10. **Suspension:** TU may immediately suspend the Work by written notice at any time for a period of up to 30 calendar days or as mutually agreed between TU and the Contractor. If TU orders the Work to resume within that time, Contractor will complete the Work in accordance with the Contract Documents. If TU does not provide written notice to resume the Work within that time, this Contract will automatically terminate unless otherwise mutually agreed to by both parties in writing. TU will pay for all acceptable Work completed prior to the suspension and for reasonable re-mobilization costs resulting from a recall to Work.

11. Warranty: Contractor warrants to TU that all materials and equipment furnished shall be new unless otherwise specified, and that all Work and materials furnished under this Contract shall be of good quality, free from faults and defects and in conformance with the Contract Documents. Without limiting the foregoing, Contractor shall promptly make good, without cost to TU, any and all defects that appear within a period of one (1) year from the date of acceptance of the Project by TU. The obligation in the foregoing sentence is cumulative and shall not serve to exclude other remedies of TU under the Contract or applicable law or change applicable statutes of limitation. At the option of TU, TU may elect to accept defective Work and take a credit against the Contract Sum or deduct an amount from payments then or thereafter due to Contractor that compensates TU, in TU's sole discretion, for the diminution in value and utility of the Project.

12. Land Owner/Project Site: The Contractor shall account for the circumstances surrounding any occupied areas of the Project or site, including access, signage, safety, deliveries, utility interruption, hours of construction and other similar matters that may affect the Work. The Contractor shall comply with any rules or regulations imposed on TU and/or the Contractor by the Land Owner.

ARTICLE VI TERMINATION AND DEFAULT

- 1. TU's Right to Carry Out the Work:** If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents (including failing to correct nonconforming work) and fails within five (5) days after receipt of written notice from TU to commence and continue correction of such default or neglect with diligence and promptness, TU may, without prejudice to any other remedy TU may have, make good such deficiencies, including supplementing the forces of the Contractor. In such case, a Change Order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies, including architectural, and consulting and legal fees required by the circumstances. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to TU. The rights of TU under this Paragraph shall not give rise to any duty on the part of TU to exercise such rights for the benefit of the Contractor or any other person or entity.
- 2. Stop Work:** If TU determines that Contractor's work does not conform to the Contract Documents, TU may order Contractor to stop work immediately. In making such an order, TU shall specify the deficiency in the work, but TU shall not direct the means or methods of performing the work or direct Contractor's safety practices. If directed to stop work by oral notice from TU, Contractor shall stop work as soon as is practical, having due regard for preservation of Work. TU shall promptly deliver written notice to stop the work Contractor within three (3) days of the oral notice.
- 3. Contractor Breach and Default:** Contractor agrees that any one or more of the following constitute a breach of this Contract and shall permit TU to terminate the Contract for cause hereunder: if the Contractor fails (i) to begin, continue or complete the Work in accordance with the approved schedule; (ii) to have sufficient number of personnel available and employed

on the job site or sufficient number of persons with the requisite skill for the work undertaken, (iii) to perform the Work in compliance with the Contract Documents upon inspection by TU; (iv) to correct any defect, fault, or improper Work after written notice to correct such matters; (v) to comply with any term, condition or covenant in this Contract or as required by law in connection with the Work; or (vi) to pay Subcontractors and suppliers in a prompt and timely manner. Filing of a voluntary or involuntary petition in bankruptcy, or a general assignment for the benefit of creditors, shall be deemed a default under this Paragraph. No waiver or indulgence by TU as to any default shall be deemed to be a waiver of TU's right to terminate this Contract for any subsequent or continuing default.

4. Termination for Cause: TU is entitled to terminate this Contract (in whole or in part) for cause as set forth in the preceding paragraph. TU shall give the Contractor written notice by hand delivery or by a nationally recognized overnight delivery service of the Contractor's default, and the Contractor shall have five (5) days from the date of the notice to cure the default, or diligently commence curing the default if it cannot be cured within the five (5) day period. Upon failure of the Contractor to correct and cure, or commence curing as provided herein, the default within five (5) days, TU may notify the Contractor in writing that this Contract is terminated, and TU may complete the Work with other forces. The Contractor shall immediately cease working upon termination, and terminate all contracts or commitments not assigned to TU hereunder. TU shall be entitled to hold all contract balances hereunder until the Work is fully completed by others, and all costs and damages suffered by TU as a result of the Contractor's default are deducted from the contract balance. If contract funds remain, they shall be paid to the Contractor. If remaining contract funds are not sufficient to cover TU's costs and damages, the Contractor shall pay the difference to TU. The remedies to TU provided herein shall be cumulative and not a limitation of remedies which TU may have by law or equity.

5. Termination for Convenience: TU may, at any time, terminate this Contract (in whole or in part) for convenience and without cause. Upon receipt of written notice from TU of such termination for convenience, the Contractor shall:

- a) Cease operations as directed by TU in the notice;
- b) Take actions necessary, or that TU may direct, for the protection and preservation of the Work; and
- c) Except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

In case of such termination for Convenience, the Contractor shall be entitled to receive payment for Work executed, and reasonable costs incurred by reason of such termination.

6. Obligations in Events of Termination: Upon termination, all finished or unfinished documents, data, studies, and reports prepared by the Contractor pursuant to this Contract, shall

become the property of TU. Additionally, Contractor shall return all drawings, specifications, or any other documents provided to Contractor by TU.

ARTICLE VII **GENERAL PROVISIONS**

- 1. TU Provided Information:** If TU is required to furnish any information in connection with this Contract, TU will furnish this material for information purposes only. TU does not warrant or guarantee that such material or information is accurate in all respects, and the Contractor shall recommend to TU that various aspects of the information be verified in advance, if deemed prudent by the Contractor. Contractor acknowledges and agrees that TU may be requested to furnish information that must be obtained from third parties, and that TU cannot guarantee that all relevant information requested has been obtained and furnished to the Contractor.
- 2. Ownership of Design Documents:** All design documents furnished to the Contractor are the property of TU (including copyright and intellectual property rights) and Contractor shall not use such documents for any purpose unrelated to this Project.
- 3. Recordkeeping, Audit, and Inspection of Records:** The Contractor shall maintain a detailed and accurate accounting system, records, and other compilations of data pertaining to the requirements of the Contract to properly substantiate claims for payment under the Contract. All such records shall be kept for period of three (3) years from the date of the Final Payment. All retention periods start on the first day after final payment under this Contract. If any litigation, claim, negotiation, audit, or other action involving the Project is commenced prior to the expiration of the applicable retention period, all records shall be retained by Contractor until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. The Funder, state or federal grantor agency, TU, or any of their duly authorized representatives or designees shall have the right during normal operating hours with a minimum 24-hour notice in advance, to examine and copy, the books, records, and other compilations of data of the Contractor which pertain to the provisions and requirements of this Contract. Such access shall include on-site audits, reviews, and copying of records.
- 4. Publicity, Publication, Reproduction, and Use of Contract Products or Materials:** Unless provided otherwise by Applicable Law or any Funding Agreement, if any, title and possession of software, equipment, furnishings, and any other documentation or product paid for with TU funds shall rest with TU at the termination of the Contract. Any final products distributed or produced will acknowledge Contractor, TU, and any funding agencies, as reasonably requested by TU. TU shall be entitled to use and publish the work product and deliverables under this Contract.
- 5. Confidentiality:** All drawings, specifications, data, designs, inventions, and other technical, proprietary or commercial information or material co-developed by TU and Contractor or supplied to Contractor by TU or its representatives or affiliates, regardless of whether disclosed before or after the execution of this Contract shall comprise the "Confidential Information."

Contractor shall retain the Confidential Information in absolute confidence and not under any circumstances disclose it to any third party and shall use the Confidential Information only for the performance of this Contract. Contractor shall not disclose the Confidential Information to any Subcontractor without first requiring this same Contract in writing from the Subcontractor. Contractor shall return all Confidential Information and copies thereof to TU upon completion of Contractor's obligations under this Contract, or upon TU's written request at any earlier time. Contractor acknowledges that in the event of a breach of this Section, TU would suffer irreparable harm for which remedies at law, including damages, would be inadequate, and that TU shall be entitled to seek equitable relief therefor by injunction, in addition to all rights and remedies available to it at law and in equity, without the requirement of posting a bond. The confidentiality obligations of this Section shall survive the expiration or termination of this Contract and shall apply to all successors and assigns of the Contractor. In the event, the Contractor is sold, the Contractor shall immediately return all Confidential Information and copies thereof to TU.

6. **Governing Law:** This Contract shall be construed under and governed by the laws of the state where the Project is located, without regard to its choice of law rules.
7. **Insurance:** The Contractor shall furnish and pay for the insurance required in **Exhibit I.**
8. **Bonds.** The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by **Exhibit C.** The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.
9. **Compliance with Laws:** The Contractor is responsible for complying with any and all applicable federal, state, local, and international laws, regulations, ordinances, executive orders, rules, orders, standards, conventions, directives, rulings, and treatises, including, but not limited to those relating to: (a) this Contract, and (b) employment discrimination, hours and conditions of employment, occupational health and safety, wages, immigration, employee benefits, family and medical leave, environmental matters, product safety, corrupt or deceptive practices, commercial bribery, boycotts, antitrust, consumer products, data privacy, and government contracting and subcontracting ("Applicable Law"). From time to time, upon TU's request, Contractor shall certify Contractor's compliance with the foregoing. Contractor shall indemnify TU against any citation, fine or other loss or damages due to the failure of Contractor or its agents, consultants, employees or Subcontractors to comply with same. The Contractor shall also, at its expense, procure and maintain all licenses which may be required at any time in connection with its obligations under this Contract, or in connection with the Work.
10. **Indemnification:** Contractor shall, to the fullest extent permitted by law, defend, indemnify and hold harmless TU the Indemnitees from and against any and all claims, losses, suits and damages (including attorney's fees and legal expenses) ("Loss") arising out of or in any way connected with the performance of the Work under this Contract, provided that such Loss results in death, or injury of any kind to any persons or property, but only to the extent caused by the negligence the Contractor, its agents, consultants, Subcontractors or suppliers (of any

tier). In the event the law of the state where the Project is located does not allow the above-referenced indemnity, it shall be construed as providing for the broadest indemnity by the Contractor as permitted by law. Contractor shall turn the Work over to TU free and clear of all liens, claims and encumbrances, and shall defend, indemnify, and hold harmless TU from all such liens, claims and encumbrances arising out of the Contractor's performance of the Work. Contractor shall bond off or otherwise discharge any lien or encumbrance filed against the Project or asserted against TU within ten (10) days of written demand by TU provided that TU has paid Contractor, as provided by this Contract, with respect to the lien or encumbrance.

11. Mutual Waiver of Consequential Damages: The Contractor and TU waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes:

- a) damages incurred by TU for rental expenses, for losses of use, income, profit, financing, business, and reputation, and for loss of management or employee productivity or of the services of such persons; and
- b) damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business, and reputation, and for loss of profit except anticipated profit arising directly from the Work.

Notwithstanding the foregoing, the following damages are excluded from this mutual waiver: (i) liquidated damages as allowed by the Contract Documents; (ii) damages covered and paid by the Contractor's insurance; (iii) damages arising from the gross negligence or willful misconduct of Contractor; (iv) Contractor's indemnification obligations under the Contract Documents; and (v) damages incurred by TU during the repair of defective, damaged, or non-conforming Work.

12. Waivers: All conditions, covenants, duties, and obligations contained in this Contract can be waived only by written agreement. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party.

13. Assignment: This Contract may not be assigned, in whole or in part, by Contractor without TU's prior written consent. TU may terminate this Contract effective immediately notwithstanding the meet and confer commitment, if Contractor assigns any responsibility under this contract without TU's consent.

14. General Provisions: TU and Contractor also agree that the Contractor shall:

- a) Take all necessary precautions to protect properly the work of other contractors.
- b) Prepare, review, stamp with approval and submit all samples, shop drawings and product data as may be directed by TU, or required by the Contract Documents, for approval by TU and/or TU's Architect/Engineer. Contractor shall not perform applicable Work without approved submittals.

- c) Pay for all permits and/or fees, including the building permit, which may be required or result from the execution or completion of this Contract.
- d) Perform all cutting, fitting, patching, sleeving, grouting or sealing of its Work that may be required to integrate the Work with the work of others as shown, or reasonably implied, by the Contract Documents. Any defective work by other contractors shall be reported to TU in writing before proceeding with the affected Work.
- e) Pay for all materials, equipment, labor or services used in, or in connection with, the performance of this Contract, through the period covered by previous payments received from TU and furnish satisfactory evidence when requested by TU to verify such payment.
- f) Comply with all statutory and/or contractual safety requirements (including OSHA) applying to its work and/or initiated by TU, and report within twenty-four hours to TU any injury to persons or property at the Project site.
- g) Supply all documents and certificates reasonably required by TU's Funder(s).

15. Amendments: No amendments or modifications to this Contract shall be effective unless it is signed by the authorized representatives of both parties and complies with all other regulations and requirements of law.

16. Entire Agreement: This Contract Documents contain the entire agreement between the parties, and supersedes any and all prior agreements, understandings, representations, and/or statements between the Parties, whether oral or written, and whether by a party or their counsel. The parties are entering this Contract based solely upon the representations and warranties contained herein, and not based upon any promises, representations, and/or warranties which are not found herein. No modification, waiver, amendment, discharge, or change of this Contract shall be valid unless the same is in writing and signed by the Parties.

17. Notices: All notices pursuant to this Contract shall be sent via overnight delivery by recognized courier, by facsimile transmission, by hand delivery or by certified United States Mail, return receipt requested, and addressed to the following persons:

To Trout Unlimited

Ellie Miller
 Trout Unlimited, Inc.
 1777 N. Kent St, Suite 100, Arlington VA 22209
 (530) 748-7773
 ellie.miller@tu.org

and in the case of the Contractor:

(Name of Individual)	John Beckett
(Name of Entity)	Custom Design Fabricators
(Address)	127 Star View Dr, Livermore Co 80536
(Telephone Number)	970-219-1546
(Email Address)	cdf5678@q.com

(Tax ID) 30-0151908

IN WITNESS WHEREOF, TU and Contractor have hereby executed this Contract the day and year first written above.

TROUT UNLIMITED

By: Andrew Devere

Title: Colorado State Director

Date: 1 - 30 - 24

CONTRACTOR

By: Joh Bachus

Title: Owner

Date: 1/30/2024

Note: The Contractor is hereby notified that this form constitutes a substitute W-9, or MW-9, form and that the payments under this contract are considered taxable income on the Contractor's federal and state tax returns and will be reported to the Internal Revenue Service.

Exhibit A

Scope Of Services

The Construction Documents include the US Forest Service Bridge Design (Exhibit L), Forest Service Culvert Design (Exhibit M), Trout Unlimited Federally Funded Contract Agreement (Exhibit H), the US Forest Service Supplemental Specifications for the Bridge, the US Forest Service Supplemental Specifications for the Culvert, and FP-14 Standard Specifications. While not directly attached to this contract, the US Forest Service Supplemental Specifications for the Bridge, the US Forest Service Supplemental Specifications for the Culvert, and FP-14 Standard Specifications are all considered necessary documents and have been distributed electronically to the Contractor. The Construction Documents are intended to represent a complete project. Any work or materials not specifically noted in the Construction Documents required to provide a completed project are considered incidental to the work. The Contractor shall be responsible for completing all of the tasks outlined below. Trout Unlimited and its agents or partners will provide guidance during construction.

General Tasks

Task 0.1: Mobilization/Demobilization: The Contractor shall be responsible for mobilization and demobilization of equipment and employees to Project Site and among work areas within the Project Site. Contractor is also responsible for providing all fuel required to complete the Project.

Task 0.2: Water management: If and when water needs to be temporarily diverted around a construction site, the Contractor shall be responsible for constructing the temporary diversion and bypass channel and for removing both diversion and bypass following project completion. A U.S. Army Corps of Engineers 404 permit will be obtained by Trout Unlimited prior to implementation, and all actions will comply with the terms of the 404 permit.

Task 0.3: Erosion/Pollution control: The Contractor shall be responsible for installing, maintaining, and removing any necessary erosion and pollution control devices.

Task 0.4: Construction management per the specifications of the design: The Contractor shall be responsible for grading and installing structures per design specifications. Trout Unlimited and/or its agents will check locations and elevations.

Task 0.5: Communication with project manager: The Contractor shall be responsible for communicating with Trout Unlimited's Project Manager and the design engineer(s) to ensure that the Project is built to specifications.

Tasks associated with Design 1

Task 1.1: Removal of existing culvert infrastructure and installation of a bridge replacement according to designs produced by the U.S. Forest Service (see Design #1 for details and material specifications).

Structural concrete foundations must be cast-in-place unless discussed and approved by the Project Manager and a U.S. Forest Service representative.

Bypass material may be sourced from a nearby pit located approximately 5 miles south of construction site (40.891743, -106.912364). All materials acquired from the pit must be loaded and transported by the Contractor.

Trout Unlimited and/or its agents or partners will provide the following materials for the Contractor:

- Seed
- Mulch

*Trout Unlimited furnished materials will be provided on site.

All other materials, labor, tools, and equipment required for the completion of the project shall be the responsibility of the Contractor.

Tasks associated with Design 2

Task 2.1: Removal and replacement of existing culvert infrastructure according to designs produced by the U.S. Forest Service (see Design #2 for details and material specifications).

Road 550 may be closed for a total of 5 consecutive days, Monday through Friday for Project Construction. Partial closures are permitted given one available lane for passage.

Trout Unlimited and/or its agents or partners will provide the following materials for the Contractor:

- Seed
- Mulch

*Trout Unlimited furnished materials will be provided on site.

All other materials, labor, tools, and equipment required for the completion of the project shall be the responsibility of the Contractor.

Timetable and Deadlines.

Construction shall occur between July 15th, 2024 and October 15th, 2024. The duration of construction is estimated to be 60 days for Design 1 and 14 days for Design 2.

Two separate 5-day (Monday-Friday) closures of NFSR 550.1 may be granted to facilitate the construction and removal of the bypass road. The Forest Service shall be notified no less than 14 calendar days prior to any proposed road closure.

TERMS AND CONDITIONS

- The Contractor shall be required to submit to TU a performance bond in an amount equal to the amount of the bid.
- The Contractor shall use a pressure washer with either hot water and/or water and detergent to clean and disinfect equipment prior to construction. All mud, vegetation, seeds, and other debris will be removed. A inspection shall be scheduled to inspect equipment before it is allowed onto the U.S. Forest Service Land.
- The Contractor shall be responsible for construction staking.
- The Contractor shall adhere to all fire restriction guidelines that may be in place for Routt County.
- The Contractor shall identify and meet minimum requirements for fire safety equipment (fire extinguishers, shovels) on all vehicles and heavy equipment.

Exhibit B
Project Budget
for

Name of Project: Middle Fork Little Snake AOP

Work products and deliverables with timeline and payment schedule

Item Number and Description	Unit Price	Completion date	Number of weeks	Total Cost
Tasks 0.1-0.5	\$131,850.00	October 15 th , 2024	13 weeks	\$131,850.00
Tasks 1.1	\$783,220.00	October 15 th , 2024	13 weeks	\$783,220.00
Task 2.1	\$238,150.00	October 15 th , 2024	13 weeks	\$238,150.00

Total Cost of the Work: \$1,153,220

Exhibit C
Bonds

 Bonds NOT Required (<\$250,000 Project Cost)

 X Bonds Required (≥\$250, 000 Project Cost).

The Contractor shall be required to provide:

- (a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument **accompanying a bid** as assurance that the bidder shall, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
- (b) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- (c) Where bonds are required in the situations described herein, the bonds shall be obtained from companies holding certificates of authority as acceptable sureties pursuant to 31 CFR part 223, "Surety Companies Doing Business with the United States."

Please attach Bond documentation at the time of contract execution.

Exhibit D
Payment Application Form

Project Name: Middle Fork Little Snake AOP Project

Application is made for payment for work accomplished through the date of October 15th, 2024 for the above-named Project, as represented on the table below.

<i>Line No.</i>	<i>Reference</i>	<i>Bid Item</i>	<i>Unit</i>	<i>Total Quantity</i>	<i>Unit Cost</i>	<i>Quantity Completed</i>	<i>Cost of Quantity Completed this Invoice</i>
1.0							\$
2.0							\$
3.0							\$
4.0							\$
5.0							\$
6.0							\$
7.0							\$
8.0							\$
9.0							\$
10.0							\$
11.0							\$
		TOTAL PRICE FOR ALL COMPLETED WORK THIS INVOICE				\$	

<p>Change Order Work: In the event that Contractor performs work pursuant to a signed Change Order and there is not a applicable unit price provided in the bid form above for that Work (or other price or compensation agreed to in the written Change Order), then the following hourly rates will be applied, with an estimate of the total hours required provided to TU in writing and approved by TU in a signed Change Order in advance of performing the work:</p>						
	Item Description		Unit	Units Completed	Unit Price	Item Total
A					\$	\$
B						\$
C						\$
D						\$
E						\$
F						\$
G						\$
H						\$

Attach supporting information showing actuals labor and quantities of materials.

Exhibit E

Payment Certification

Project: Middle Fork Little Snake AOP Project
Application for Payment Number/Invoice Number

The undersigned certifies that:

1. All previous progress payments received (if any) on account of work done have been applied to discharge in full all obligations of applicant incurred in connection with Services covered by prior Application(s) for Payment/Invoice (Numbers _____ through _____).
2. Title to all materials and equipment incorporated in said Services or otherwise listed in or covered by this Application for Payment will pass to TU or the Owner at the time of payment (or earlier) free and clear of all liens, claims, security interests, and encumbrances (except: _____). If required under the Buy America Build America Act, Contractor certifies that all materials governed by said law have met all the applicable geographic origin and source requirements
3. This Application for Payment constitutes full and final adjustment for all costs, direct or indirect, arising from or relating to the described Services accomplished through the range of dates of this Application for Payment, including, without limitation, costs associated with any delays, disruptions, losses of efficiency or other impacts arising from the Services described herein, or the cumulative effect of delays, disruptions, losses of efficiency, and adverse other impacts through the date of this Application for Payment. Applicant acknowledges that by executing this Application for Payment it waives all additional time extensions and compensation for the Services referred to herein and it is prohibited from seeking further time extensions or compensation.
4. All laborers, Subcontractors, and materialmen have been or will be paid with the proceeds of this payment. If David Bacon applies, Contractor certifies and represents that Contractor has complied with all requirements under such law. The names and addresses of all those providers whose work or materials are included in this Application are: [Please attach another sheet if you require more space]

Name of Provider	Address
_____	_____
_____	_____
_____	_____
<div style="border: 1px solid black; padding: 10px; text-align: center;"> <p>Date</p> <hr/> <p>Name (printed or typed)</p> <hr/> <p>By (Signature)</p> <hr/> <p>Project Name</p> </div>	
<div style="border: 1px solid black; padding: 10px; text-align: center;"> <p>Title</p> <hr/> <p>Company Name</p> <hr/> <p>Street Address</p> <hr/> <p>City, State, Zip</p> </div>	

Exhibit F
Waiver and Release Upon Interim Payment

WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT

OWNER: _____

GENERAL

CONTRACTOR: _____

PROJECT NAME: _____

STATE OF _____

COUNTY OF _____

The undersigned, in consideration of the sum of \$ _____, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished through

_____ (date of this waiver) to _____ on the job of _____ to the following property: _____

(Name and Address of Project). This waiver and release does not cover any retention or labor, services or materials furnished after the date specified.

Any and all contractors, subcontractors, laborers, suppliers and materialmen that have provided labor, material or services to the undersigned for use or incorporation into the construction of the improvements to the Property have been paid and satisfied in full, and there are no outstanding claims of any character arising out of, or related to, the undersigned's activities on, or improvements to, the Property.

This Waiver constitutes a representation by the undersigned signatory, for and on behalf of the firm or company listed below, that the payment referenced above, once received, constitutes full and complete payment for all work performed, and all costs or expenses incurred (including, but not limited to, costs for supervision, field office overhead, home office overhead, interest on capital, profit, and general conditions costs) relative to the work or improvements at the Property as of the date of this Waiver, except for the payment of retainage. The undersigned hereby specifically waives, quitclaims and releases any claim for damages due to delay, hindrance,

interference, acceleration, inefficiencies or extra work, or any other claim of any kind it may have against the Owner and its lender, the Owner's project and/or development manager (if any), the General Contractor (if this Waiver is signed by a subcontractor or supplier), or any other person or entity with a legal or equitable interest in the Property, as of the date of this Waiver, except as follows:

This Waiver is specifically made for the benefit of the Owner and the Owner's lender, and any other person or entity with a legal or equitable interest in the Property. The amount of money set forth as due and owing in the immediately preceding Waiver dated _____, 20____, has been received, and is deemed paid in full.

(SIGNATURE ON NEXT PAGE)

In Witness Whereof, the undersigned signatory, acting for and on behalf of the firm or company listed below and all of its laborers, subcontractors, and suppliers, has placed his hand and seal this ____ day of _____, 20___.

FIRM OR COMPANY:

By: _____

(if applicable)

Sworn to and
subscribed before
me this ____ day
of
_____, 20___.

Print Name:

Its:

Notary Public

(NOTARY SEAL)

My Commission Expires:

Exhibit G
Waiver and Release Upon Final Payment

WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

OWNER: _____

GENERAL

CONTRACTOR: _____

PROJECT NAME: _____

STATE OF _____

COUNTY OF _____

The undersigned, in consideration of final payment in the amount of \$ _____, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to _____ on the job of _____ to the following described property: _____ (*Name and Address of Project*).

Any and all contractors, subcontractors, laborers, suppliers and materialmen that have provided labor, material or services to the undersigned for use or incorporation into the construction of the improvements to the Property have been paid and satisfied in full, and there are no outstanding claims of any character arising out of, or related to, undersigned's activities on, or improvements to, the Property. This Waiver is specifically made for the benefit of Owner and the Owner's lender, and any other person or entity with a legal or equitable interest in the Property.

This Waiver constitutes a representation by the undersigned signatory, for and on behalf of the undersigned, that the payment referenced above, once received, constitutes full and complete payment for all work performed, and all costs or expenses incurred (including, but not limited to, costs for supervision, field office overhead, home office overhead, interest on capital, profit, and general conditions costs) relative to the work or improvements at the Property. The undersigned hereby specifically waives, quitclaims and releases any claim for damages due to delay, hindrance, interference, acceleration, inefficiencies or extra work, or any other claim of any kind it may have against the Owner and its lender, the Owner's project and/or development manager (if any), the General Contractor (if this Waiver is signed by a subcontractor or supplier), or any other person or entity with a legal or equitable interest in the Property, relative to the work or improvements at the Property.

(Signature on Next Page)

In Witness Whereof, the undersigned signatory, acting for and on behalf of the firm or company listed below and all of its laborers, subcontractors, and suppliers, has placed his hand and seal this _____ day of _____, 20 ____.

FIRM OR COMPANY:

(if applicable)

Sworn to and subscribed
Before me this ____ day of
, 20 .

Notary Public

(NOTARY SEAL)

By:

Print Name:

Its:

My Commission Expires:

Exhibit H

Federally Funded Contract Provisions

 Project is **NOT Federally Funded** (Remove the provisions below).

 X Project **IS Federally Funded**, and the following provisions apply.

If the Contract is funded, in whole or in part, by federal funds, the Contractor agrees to abide by the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (“Uniform Guidance”). This guidance is posted at Title 2 of the Code of Federal Regulations (CFR), Part 200, which is available at: http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl.

1. Unallowable Costs

The following costs are not allowed:

- a. Costs exceeding the amount authorized in this Contract;
- b. Costs incurred prior to or after the expiration of the Contract, including any no-cost extensions of time;
- c. Costs that lie outside the scope of the approved project and any amendments thereto; and
- d. Compensation for injuries to persons or damage to property arising from project activities.

This list is not exhaustive. For information about the allowability of particular items of costs, please see 2 CFR Part 200, Subpart E—Cost Principles.

2. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors that apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

3. Contractor Disbarment and Suspensions

Contractor certifies that it is not a party listed on the governmentwide exclusions in the System for Award Management (SAM). Furthermore, contractor shall not enter into contracts with parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the

names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

4. Disclaimers

Payments made to the Contractor under this Contract do not by direct reference or implication convey TU's endorsement nor the endorsement by any other entity that provides funds to the Contractor, including the U.S. Government, for the activities implemented under this Contract. All information submitted for publication or other public releases of information regarding this Contract shall carry the following disclaimer:

"The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government or Trout Unlimited. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government or Trout Unlimited."

5. Davis-Bacon Act

 Federal Funding **DOES NOT REQUIRE** Davis-Bacon Act Wages

 X Federal Funds **DO REQUIRE** Davis-Bacon Act Wages and the provisions are attached at Exhibit H-1

6. Rights to Inventions

If applicable to the activities implemented under this Contract, the Contractor shall abide by the provisions of 37 CFR Part 401 (Rights to Inventions Made by Non-Profit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements) and any implementing regulations issued by the federal agencies that provide funds for this grant agreement.

7. Clean Air Act and Federal Water Pollution Control Act

If this Contract is in an amount that exceeds \$150,000, the Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

8. Women, Minority-Owned, or Labor Surplus Area Business Fair Share Objective

The Contractor shall agree to ensure to the fullest extent possible that, in procuring goods and services, funds shall be made available to organizations owned or controlled by socially and economically disadvantaged individuals including women- and minority-owned businesses or labor surplus area firms.

9. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, if the Contract meets the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 the Contract incorporates by reference the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

10. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

Where applicable, all contracts in excess of \$100,000 that involve the employment of mechanics or laborers must include this provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

11. Prohibition on certain telecommunications and video surveillance services or equipment

No federal funds made available under the Contract shall be used to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract to procure or obtain equipment, services, or systems for “covered telecommunications equipment or services” as a substantial or essential component of any system, or as a critical technology as part of any system from Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, and Dahua Technology Company, or any other company, including affiliates and subsidiaries, owned or controlled by the People's Republic of China. For additional guidance see 2 C.F.R. § 200.216.

12. Domestic preference for procurement

Pursuant to 2 C.F.R. § 200.322, as appropriate and to the extent consistent with law, the [subrecipient/contractor] should, to the greatest extent practicable under this agreement, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). [Subrecipient/Contractor] agrees to include the requirements of this paragraph in all subawards, contracts and/or purchase orders for work or products under this agreement.

13. Subcontracts

Contractor shall incorporate the terms and conditions of this Exhibit into all of Contractor's subcontracts entered into under this Contract.

14. Termination

Upon termination of any of the funding agreements in this Exhibit for any cause whatsoever, **TU** shall notify Contractor and this Contract between TU and Contractor shall terminate upon **TU's** written notice. **TU** shall pay to Contractor all amounts submitted by Contractor which are reimbursed by the funder.

15. Renewal or Modification

This Contract may be subject for renewal or modification upon termination of a funding agency's fiscal year (Funder's Fiscal Year). The obligations of TU under this Contract for the present or any subsequent Funder's Fiscal Year following the Funder's Fiscal Year in which this Contract is executed are subject to the appropriation by the funding agency to TU of funds sufficient to discharge TU's obligation, which accrues in this or any subsequent Funder's Fiscal Year. In the absence of such appropriation or authorization, this Contract shall be terminated immediately upon the Contractor's receipt of notice to said effect without liability for damages, penalties, or other charges arising from early termination.

16. Expenditures

Expenditures for Contracted services shall not exceed the appropriated amount for any single Funder's Fiscal Year. In all events, the Contractor's yearly compensation, as contained herein, may not exceed the amount appropriated to and received by TU for the Funder's Fiscal Year. TU will communicate such restrictions with the Contractor.

17. Build America, Buy America Act

Build America, Buy America Act IS A REQUIREMENT. See attached requirements as Exhibit H-2.

Build America, Buy America Act IS NOT A REQUIREMENT, and the following provisions are applicable.

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act (BABA) shall file the required certification to the non-federal entity with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by the federal awarding agency. Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that do not ensure compliance with BABA domestic preference requirement. Such disclosures shall be forwarded to the grant recipient who in turn will forward the disclosures to the federal awarding agency; subrecipients will forward disclosures to the pass-through entity, who will in turn forward the disclosures to the federal awarding agency.

Exhibit H - Continued
Certification Regarding Lobbying

If applicable, contractors must sign and submit the following certification to the NFE with each bid or offer exceeding \$100,000.

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, John Beckett, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understand and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.


Signature of Contractor's Authorized Official


Name and Title of Contractor's Authorized Official


Date

EXHIBIT H-1

Davis-Bacon Act Wages and the Provisions

"General Decision Number: CO20240013 01/05/2024

Superseded General Decision Number: CO20230013

State: Colorado

Construction Type: Highway

Counties: Eagle, Garfield, Grand, Jackson, Lake, Moffat, Pitkin, Rio Blanco, Routt and Summit Counties in Colorado.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none">• Executive Order 14026 generally applies to the contract.• The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none">• Executive Order 13658 generally applies to the contract.• The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number Publication Date
0 01/05/2024

CARP9901-009 11/01/2019

	Rates	Fringes
CARPENTER (Excludes Form Work)....\$ 26.50		10.32

ELEC0068-017 03/01/2011		

SUMMIT COUNTY

	Rates	Fringes
TRAFFIC SIGNALIZATION:		
Traffic Signal Installation		
Zone 1.....\$ 26.42		4.75%+8.68
Zone 2.....\$ 29.42		4.75%+8.68

TRAFFIC SIGNAL INSTALLER ZONE DEFINITIONS

Zone 1 shall be a 35 mile radius, measured from the following addresses in each of the following cities:
Colorado Springs - Nevada & Bijou
Denver - Ellsworth Avenue & Broadway
Ft. Collins - Prospect & College
Grand Junction - 12th & North Avenue
Pueblo - I-25 & Highway 50
All work outside of these areas shall be paid Zone 2 rates.

ENGI0009-013 05/01/2023

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
(3)- Drill Rig Caisson (smaller than Watson 2500 and similar).....\$ 33.14		14.20
(5)-Drill Rig Caisson (Watson 2500 similar or		

larger).....\$ 33.48 14.20

IRON0024-006 11/01/2023

Garfield County Only

	Rates	Fringes
IRONWORKER, STRUCTURAL.....\$ 37.23		12.50

SUCO2011-008 09/15/2011		

Rates Fringes

CARPENTER (Form Work Only)		
Eagle, Grand, Jackson,		
Lake, Moffatt, Pitkin, Rio		
Blanco, Routt, Summit.....\$ 15.92 **	5.38	
Garfield.....\$ 19.55	4.09	

CEMENT MASON/CONCRETE FINISHER

Eagle.....\$ 17.59	2.85
Garfield.....\$ 17.27	2.16
Grand, Jackson, Lake,	
Moffatt, Pitkin, Rio	
Blanco, Routt.....\$ 18.23	2.85
Summit.....\$ 15.55 **	2.85

ELECTRICIAN

Excludes Traffic		
Signalization.....\$ 28.06	8.76	
Traffic Signalization		
Electrician		
Eagle, Garfield, Grand,		
Jackson, Lake, Moffatt,		
Pitkin, Rio Blanco, Routt..\$ 28.24	8.52	
Traffic Signalization		
Groundsman		
Eagle, Garfield, Grand,		
Jackson, Lake, Moffatt,		
Pitkin, Rio Blanco, Routt..\$ 15.93 **	4.01	
Summit.....\$ 16.75 **	4.10	

GUARDRAIL INSTALLER

Eagle.....\$ 12.78 **	3.46
Garfield, Grand, Jackson,	
Lake, Moffatt, Pitkin, Rio	
Blanco, Routt, Summit.....\$ 12.78 **	3.31

HIGHWAY/PARKING LOT STRIPING:

Truck Driver (Line Striping		
Truck).....\$ 14.60 **	3.49	

HIGHWAY/PARKING LOT

STRIPPING: Painter

Eagle.....	\$ 13.85 **	3.07
Garfield, Grand, Jackson,		
Lake, Moffatt, Pitkin, Rio		
Blanco, Routt, Summitt.....	\$ 13.97 **	3.07

IRONWORKER, REINFORCING

(Excludes Guardrail

Installation).....	\$ 16.94 **	6.77
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IRONWORKER, STRUCTURAL

(Excludes Guardrail

Installation).....	\$ 22.22	6.01
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LABORER

Asphalt Raker

Eagle.....	\$ 16.36 **	3.26
Garfield.....	\$ 18.66	3.53
Grand.....	\$ 17.90	3.02
Jackson, Lake, Moffat,		
Routt.....	\$ 17.75	3.75
Pitkin.....	\$ 17.50	3.75
Rio Blanco.....	\$ 18.97	3.75
Summit.....	\$ 16.77 **	3.26

Common or General

Eagle, Garfield, Jackson,		
Lake, Moffatt, Pitkin,		
Rio Blanco. Routt, Summitt.	\$ 12.44 **	3.53
Grand.....	\$ 19.14	3.53
Concrete Saw (Hand Held)....	\$ 16.00 **	6.14

Landscape and irrigation

Eagle.....	\$ 14.84 **	3.16
Landscape and Irrigation		
Garfield, Grand, Jackson,		
Lake, Moffatt, Rio		
Blanco, Routt.....	\$ 13.54 **	3.16
Pitkin.....	\$ 14.16 **	3.16
Summit.....	\$ 13.09 **	3.16

Mason Tender-

Cement/Concrete

Eagle, Grand, Jackson,		
Lake, Moffatt, Pitkin,		
Rio Blanco, Routt, Summitt.	\$ 12.44 **	3.10
Garfield.....	\$ 14.87 **	3.10
Traffic Control (Flagger)...	\$ 9.42 **	3.21

Traffic Control (Sets

Up/Moves Barrels, Cones,

Install Signs, Arrow

Boards and Place

Stationary Flags)(Excludes
Flaggers)

Eagle, Garfield, Grand,		
Lake, Moffatt, Pitkin,		
Rio Blanco, Routt, Summit..	\$ 12.39 **	3.20

Jackson.....	\$ 12.93 **	3.22
PAINTER (Spray Only)		
Eagle.....	\$ 17.49	3.52
Garfield, Grand. Jackson, lake, Moffatt, Pitkin, Rio		
Blanco, Routt.....	\$ 17.54	3.52
Summit.....	\$ 19.96	3.52
POWER EQUIPMENT OPERATOR:		
Asphalt Laydown		
Eagle, Summit.....	\$ 22.67	8.72
Garfield, Grand, Jackson, Lake, Moffatt, Pitkin,		
Routt.....	\$ 24.09	7.93
Rio Blanco.....	\$ 23.67	9.22
Asphalt Paver.....	\$ 22.67	8.72
Asphalt Plant.....	\$ 19.27	4.47
Asphalt Roller		
Eagle.....	\$ 23.01	8.72
Garfield, Jackson, Lake, Moffatt, Pitkin, Rio		
Blanco, Routt, Summit.....	\$ 23.15	8.07
Grand.....	\$ 22.67	8.72
Asphalt Spreader.....	\$ 25.61	6.96
Backhoe/Trackhoe		
Eagle.....	\$ 22.56	7.02
Garfield.....	\$ 19.40	4.42
Grand, Jackson, Lake, Moffatt, Pitkin, Rio		
Blanco, Routt.....	\$ 22.92	6.15
Summit.....	\$ 24.30	5.75
Bobcat/Skid Loader		
Eagle.....	\$ 18.25	4.32
Garfield.....	\$ 24.63	0.00
Grand, Jackson, Lake, Moffatt, Pitkin, Rio		
Blanco, Routt.....	\$ 21.04	5.18
Summit.....	\$ 19.77	4.28
Broom/Sweeper		
Eagle.....	\$ 23.35	7.78
Garfield, Jackson, Lake, Moffatt, Pitkin, Routt.....		
Grand.....	\$ 21.92	7.66
Rio Blanco.....	\$ 21.67	8.22
Summit.....	\$ 21.66	0.00
Bulldozer.....	\$ 22.67	8.72
Chipper.....	\$ 26.78	7.05
Crane.....	\$ 22.04	8.26
Drill.....	\$ 23.82	9.22
Forklift.....	\$ 20.84	2.66
Grade Checker.....	\$ 18.30	5.01
Grader/Blade.....	\$ 23.82	9.22
Guardrail/Post Driver.....	\$ 23.05	6.45
Guardrail/Post Driver.....	\$ 16.07 **	4.41

Loader (Front End)		
Eagle.....	\$ 24.98	7.55
Garfield.....	\$ 21.93	9.22
Grand, Pitkin.....	\$ 22.67	8.72
Jackson, Lake, Moffatt,		
Routt.....	\$ 24.07	7.92
Rio Blanco.....	\$ 23.67	9.22
Summit.....	\$ 25.88	7.01
Mechanic		
Eagle, Grand, Jackson,		
Lake, Moffatt, Pitkin,		
Rio Blanco, Routt, Summit..	\$ 23.31	3.93
Garfield.....	\$ 19.80	4.20
Oiler		
Eagle.....	\$ 23.82	7.62
Garfield, Grand, Jackson,		
Lake, Moffatt, Pitkin,		
Rio Blanco, Routt, Summit..	\$ 24.04	7.77
Roller/Compactor (Dirt and		
Grade Compaction)		
Eagle, Garfield, Grand,		
Jackson, Lake, Moffat,		
Pitkin, Routt.....	\$ 22.72	5.98
Rio Blanco.....	\$ 23.67	9.22
Summit.....	\$ 24.38	6.11
Rotomill		
Eagle.....	\$ 18.86	4.41
Garfield, Jackson, Lake,		
Moffatt, Pitkin, Rio		
Blanco, Routt.....	\$ 20.70	4.41
Grand.....	\$ 23.48	4.41
Summit.....	\$ 16.28 **	4.41
Scraper.....	\$ 20.60	7.99
Screed		
Eagle.....	\$ 17.04 **	3.98
Garfield, Jackson, Lake,		
Moffatt, Pitkin, Rio		
Blanco, Summit.....	\$ 23.76	5.05
Grand.....	\$ 23.29	4.05
Tractor.....	\$ 15.08 **	2.95

TRUCK DRIVER

Distributor		
Eagle, Garfield, Grand,		
Jackson, Lake, Moffat,		
Pitkin, Routt, Summit.....	\$ 19.07	4.35
Rio Blanco.....	\$ 15.80 **	5.27
Dump Truck		
Eagle.....	\$ 16.17 **	3.83
Garfield.....	\$ 16.29 **	3.83
Grand, Jackson, Lake,		
Moffatt, Routt.....	\$ 17.79	4.02
Pitkin.....	\$ 20.13	4.15
Rio Blanco.....	\$ 17.26	4.63

Summit.....	\$ 15.27 **	5.27
Lowboy Truck		
Eagle.....	\$ 18.89	4.56
Garfield, Grand, Jackson,		
Lake, Moffatt, Pitkin,		
Rio Blanco, Routt, Summit..	\$ 18.43	4.56
Mechanic.....	\$ 17.79	3.51
Multi-Purpose Specialty &		
Hoisting Truck.....	\$ 14.60 **	3.49
Pickup and Pilot Car.....	\$ 14.04 **	3.49
Semi.....	\$ 20.72	0.00
Water Truck		
Eagle.....	\$ 23.05	2.90
Garfield.....	\$ 21.00	5.88
Grand.....	\$ 21.19	3.01
Jackson, Lake, Moffatt,		
Ptikin, Routt, Summit.....	\$ 20.39	3.43
Rio Blanco.....	\$ 17.25	3.75

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within

the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request

review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

EXHIBIT H-2

BABA Self-Certification

The undersigned certifies, to the best of their knowledge and belief, that:

The Build America, Buy America Act (BABA) requires that no federal financial assistance for “infrastructure” projects is provided “unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.” Section 70914 of Public Law No. 117-58, §§ 70901-52.

The undersigned certifies that for the Middle Fork Little Snake AOP the iron, steel, manufactured products, and construction materials used in this contract are in full compliance with the BABA requirements including:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. All manufactured products purchased with federal financial assistance must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

“The, Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.”

[REDACTED]
Signature of Authorized Official

[REDACTED]
Name and Title of Authorized Official

[REDACTED]
Date

Exhibit I **Insurance**

1. Contractor's Liability Insurance. The Contractor shall maintain such insurance as will protect the Owner and the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the Contract and for which the Owner or the Contractor may be legally liable, whether such operations are those of the Contractor, any Subcontractor or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, as follows:

1.1 Workers' Compensation Insurance. Workers' Compensation Insurance insuring the Contractor's full liability under the Worker's Compensation and Occupational Disease laws of the state where the Work is performed, and Employer's Liability coverage with not less than a \$1,000,000 limit, covering:

1.1.1 Claims under workers' compensation, disability benefit acts, and other similar employee benefit acts which are applicable to the Work to be performed; and

1.1.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of employees.

1.2 Commercial General Liability Insurance. Commercial General Liability Insurance with coverage on an "occurrence" basis.

1.2.1 Claims Covered. Such insurance shall insure Contractor for work performed under the Contract against:

- .1 Claims for damages because of bodily injury, personal injury, sickness or disease, or death of any person other than his employees; and
- .2 Claims for damages because of injury to or destruction of tangible property (including loss of use resulting therefrom), other than injury to the smallest identifiable part of the work that causes the bodily injury or property damage loss.

1.2.2 Endorsements or Modifications. The policy for such insurance shall contain the following coverages, endorsements or modifications:

- .1 Completed Operations Coverage. With respect to completed operations liability, when the entire Work has been determined complete by the Contractor and accepted by the Owner, Contractor agrees to furnish evidence of such insurance coverage for two (2) successive twelve (12) month periods by the insurance carrier then writing completed operations coverage for the Contractor;
- .2 Contractor's Protective Liability to cover Contractor's liability arising out of Work performed by its Subcontractors;
- .3 Blanket Contractual Liability, including liability arising out of the indemnification agreement set forth herein in the Contract;
- .4 Personal Injury Liability with employee and contractual exclusions deleted;
- .5 Broad Form Property Damage extended to apply to Completed Operations;

- .6 All exclusions related to loss by explosion, collapse or underground damage (X,C,U) and shall be deleted; and
- .7 The Combined Single Limit of liability for Bodily Injury, Personal Injury, Death and Property Damage, except automobile, shall not be less than: \$1,000,000 each occurrence, \$2,000,000 aggregate. (These limits may be met by a combination of primary coverage and umbrella coverage).

1.3 Commercial Automobile Liability. Contractor shall carry insurance to insure it for operations of all owned, hired, and non-owned vehicles with limits for each accident of not less than \$1,000,000 Combined Single Limit with respect to Bodily Injury, Death and Property Damage.

1.4 Policy Requirements.

1.4.1 The insurance required of the Contractor shall be issued by an insurer or insurers lawfully authorized to do business in the jurisdiction in which the Project is located and maintaining a Best's rating of at least A-VII, or as otherwise approved by Owner.

1.4.2 The insurance required of the Contractor shall be written for not less than any limits of liability required by law.

1.4.3 Insurance coverages required under Sections 1.2 and 1.3 shall name Owner and its designees as Additional Insureds with respect to the operations of Contractor and its Subcontractors, and shall be endorsed to be primary, non-contributory, and not excess of any other insurance.

1.4.4 Each insurance policy required of Contractor will not be canceled, non-renewed or materially altered without thirty (30) days' advance written notice (ten (10) days' advance written notice for non-payment of premium) to Owner, which must be stated on the Certificates of Insurance. Contractor's and Subcontractors' insurance policies must be endorsed to extend notice of cancellation rights to Owner, to the extent commercially available.

2. Property Insurance.

2.1 If deemed to be required by the Owner, the Owner shall purchase and maintain all-risk property insurance at 100% replacement cost upon the entire Work at the site and portions of the Work stored off the site with the Owner's approval, and contingent transit coverage for portions of the Work in transit. This insurance shall include the interests of the Owner, the Contractor and the Subcontractors in the Work and shall insure against all risk of physical damage subject to standard exclusions. Losses not covered by Owner's insurance or Contractor's insurance shall be borne pursuant to the provisions of the Contract.

2.2 The Owner and Contractor waive all rights against each other, the Subcontractors, and the agents and employees each of the other, for damages caused by fire or other perils to the extent covered by insurance obtained or required to be obtained pursuant to the provisions of Section 2.1, except for such rights as they may have to the proceeds of such insurance by Owner as trustee, and except as to deductibles provided for elsewhere in this Exhibit or the Contract.

2.3 Contractor acknowledges and agrees that the property insurance to be carried by Owner pursuant to the provisions of Section 2.1 hereof shall not be required to cover any tools, apparatus, machinery, scaffolding, hoists, forms, staging, shoring and other similar items commonly referred to as construction equipment, which may be on the site and the capital value of which is not included in the

Work. The Contractor shall purchase and maintain such insurance so as to cover the loss or damage to such construction equipment. Any such policy obtained by the Contractor shall include a waiver of subrogation in accordance with the requirements of this Section.

3. Pollution Liability Insurance

Pollution Liability Insurance is not needed

Pollution Liability Insurance is needed (See Below)

3.1 Contractor shall carry pollution liability insurance with a policy limit of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

4. Funder's Insurance Requirements

4.1 Contractor shall carry any insurance policies and abide by any insurance obligations required by the Funder.

Additionally Insured Entities to be added to the contractor's insurance policy:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Exhibit J
Change Order

PROJECT NAME: _____

OWNER: _____

CONTRACTOR: _____

DATE OF CONTRACT: _____

DATE OF THIS CHANGE ORDER: _____

CHANGE ORDER NUMBER: _____

The Contract between Owner and Contractor (the "Contract") is changed as follows (*include a specific and detailed description of the change in the Contract, including, where applicable, references to relevant paragraphs in the original Contract, specific pages of the Contract Documents, or relevant sections of the Drawings and Specifications*):

The Contract Time is hereby [increased] [decreased] by the following number of calendar days:

The Contractor hereby waives and releases any claim it may have against the Owner for any adjustment in the Contract Time resulting from, or related to, the change reflected in this Change Order, except as agreed to above.

The Guaranteed Maximum Price is hereby [increased] [decreased] by \$ _____.

The Contractor hereby waives and releases any claim it may have against the Owner for any adjustment in the Guaranteed Maximum Price arising out of, or related to, the changes reflected in this Change Order, including, but not limited to, any claim for damages due to delay, disruption, hindrance, impact, interference, inefficiencies or extra work arising out of, resulting from, or related to, the change reflected in this Change Order, except as agreed to above.

Original GMP: _____

Net Change by Previous Change Orders: _____

GMP before this Change Order: _____

[Increase] [Decrease] in this Change Order: _____

GMP, as adjusted by this Change Order: _____

Substantial Completion Date, as adjusted previously: _____

[Increase] [Decrease] in Contract Time: _____

New Substantial Completion Date: _____

Upon execution of this Change Order by Owner and Contractor, the above-referenced change shall become a valid and binding part of the original Contract without exception or qualification, unless noted in this Change Order. Any language in proposals or other documents attached hereto that conflict with the terms contained herein is null and void.

Owner

By: _____

Date: _____

Contractor

By: _____

Date: _____

Exhibit K State Provisions

State Provisions DO NOT APPLY

X State Provisions DO APPLY and include the following requirements.



STATE OF COLORADO Department of Natural Resources

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<p>ORDER</p> <p>Number: POGG1.PDAA.202400002592 Date: 11/7/23 Description: Middle Fork Little Snake Project</p> <p>Effective Date: 11/08/23 Expiration Date: 11/08/28 BUYER</p> <p>Buyer: Email: VENDOR</p> <p>TROUT UNLIMITED INC 1777 N KENT ST # 100 ARLINGTON, VA 22209-2133</p> <p>Contact: Ellie Miller Phone: 530-748-7773</p> <p>VENDOR INSTRUCTIONS</p>		<p style="text-align: center;">*****IMPORTANT*****</p> <p>The order number and line number must appear on all invoices, packing slips, cartons, and correspondence.</p> <p>BILL TO</p> <p>COLORADO WATER BOARD CONSERVATION 1313 SHERMAN STREET, ROOM 718 DENVER, CO 80203</p> <p>SHIP TO</p> <p>COLORADO WATER BOARD CONSERVATION 1313 SHERMAN STREET, ROOM 718 DENVER, CO 80203</p> <p>SHIPPING INSTRUCTIONS</p> <p>Delivery/Install Date: - FOB: FOB Dest, Freight Allowed</p>																																
<p>EXTENDED DESCRIPTION</p> <p>Attachments: Budget, Exhibit A (SOW), Board Approval, HR Waiver, Summary of Good Standing, COI</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">Line Item</th> <th style="width: 30%;">Commodity/Item Code</th> <th style="width: 10%;">UOM</th> <th style="width: 10%;">QTY</th> <th style="width: 10%;">Unit Cost</th> <th style="width: 10%;">Total Cost</th> <th style="width: 10%;">MSDS Req.</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>G1000</td> <td></td> <td>0</td> <td>0.00</td> <td>\$60,811.75</td> <td><input type="checkbox"/></td> </tr> </tbody> </table> <p>Description: Middle Fork Little Snake Project</p> <p>Trout Unlimited (TU) staff will work with partners to replace one of an identified failing culvert with a bridge to re-establish hydrological processes, improve aquatic and semi-aquatic passage, address structural and safety concerns, and restore riparian function along the Middle Fork Little Snake river corridor.</p> <p>As a part of this agreement, please refer to Exhibit A (dated 7/1/23) for a complete Statement of Work and Budget.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">Service From:</th> <th style="width: 50%;">Service To:</th> </tr> </thead> <tbody> <tr> <td>11/08/23</td> <td>11/08/28</td> </tr> </tbody> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">Line Item</th> <th style="width: 30%;">Commodity/Item Code</th> <th style="width: 10%;">UOM</th> <th style="width: 10%;">QTY</th> <th style="width: 10%;">Unit Cost</th> <th style="width: 10%;">Total Cost</th> <th style="width: 10%;">MSDS Req.</th> </tr> </thead> <tbody> <tr> <td>2</td> <td>G1000</td> <td></td> <td>0</td> <td>0.00</td> <td>\$5,682.25</td> <td><input type="checkbox"/></td> </tr> </tbody> </table> <p>Description: Middle Fork Little Snake Project</p>			Line Item	Commodity/Item Code	UOM	QTY	Unit Cost	Total Cost	MSDS Req.	1	G1000		0	0.00	\$60,811.75	<input type="checkbox"/>	Service From:	Service To:	11/08/23	11/08/28	Line Item	Commodity/Item Code	UOM	QTY	Unit Cost	Total Cost	MSDS Req.	2	G1000		0	0.00	\$5,682.25	<input type="checkbox"/>
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STATE OF COLORADO Department of Natural Resources

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Exhibit L

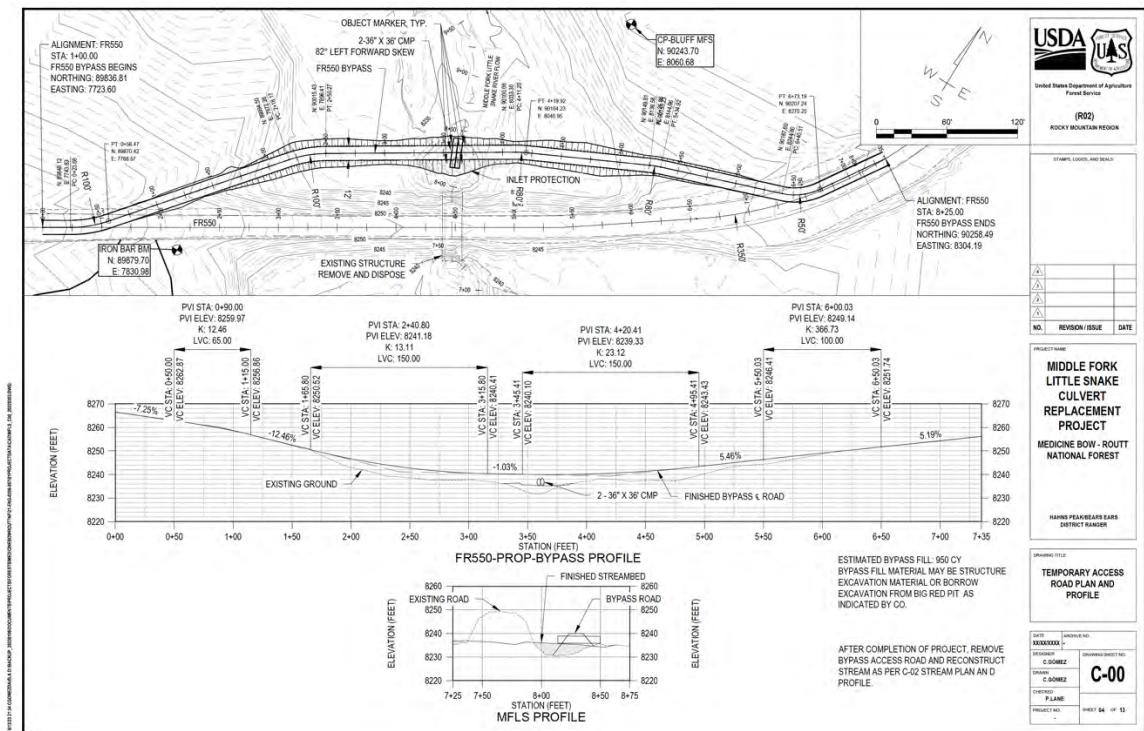
Bridge Design

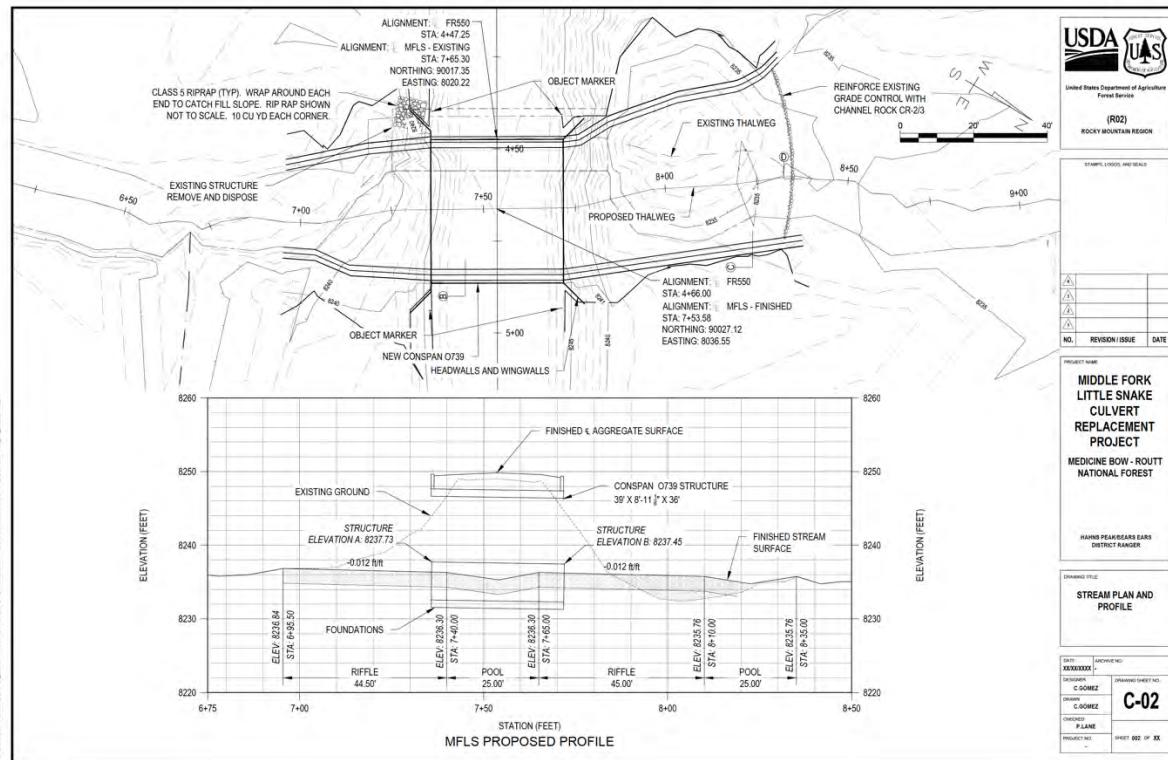
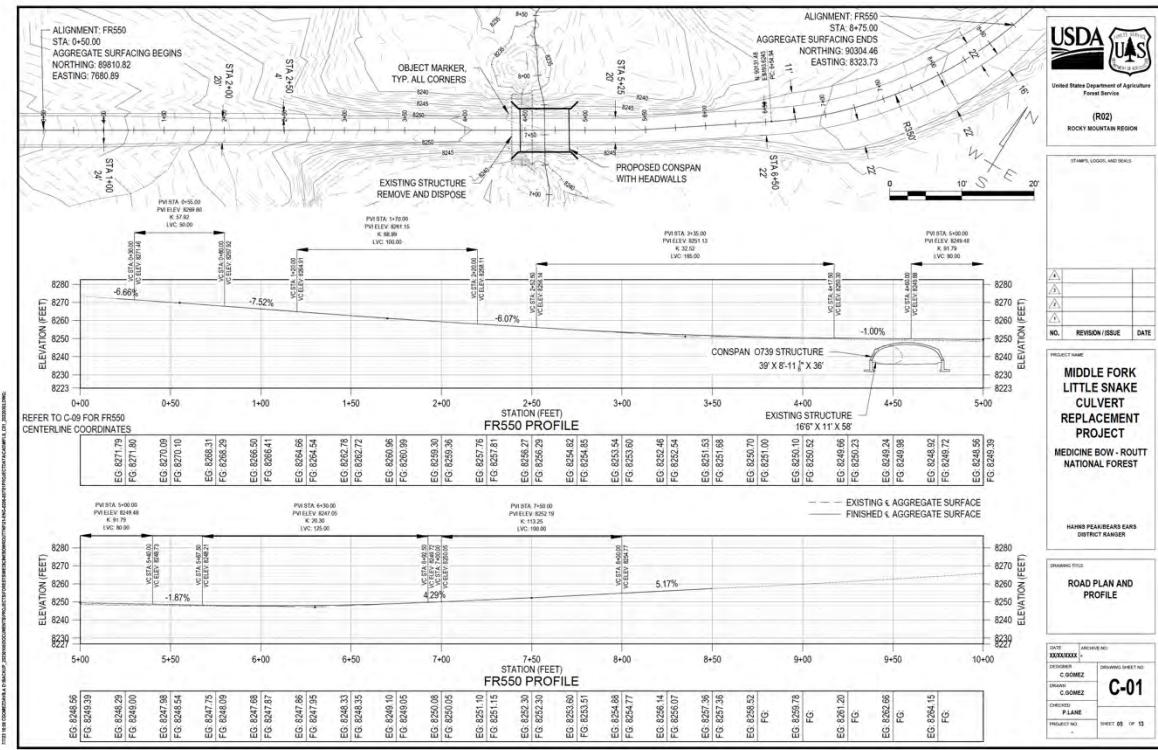
<div style="text-align: center;">  <p>United States Department of Agriculture Forest Service</p> <p>COLORADO STATE COUNTY (R02) ROCKY MOUNTAIN REGION MEDICINE BOW-ROUTT NATIONAL FOREST HAHN PEAK-BEARS EARS RANGER DISTRICT,</p> <p>MIDDLE FORK LITTLE SNAKE RIVER CULVERT REPLACEMENT PROJECT</p> </div> <div style="display: flex; justify-content: space-around; margin-top: 10px;"> <div style="text-align: center;">  <p>FOREST LOCATION</p> </div> <div style="text-align: center;">  <p>VICINITY MAP</p> <p>MAP DATA ©2022</p> </div> </div> <div style="margin-top: 10px;"> <p>TRAVEL DIRECTIONS:</p> <p>DIRECTIONS FROM HAHN PEAK BEARS EARS RANGER STATION (605 WISS DR STEAMBOAT SPRINGS CO 80487) HEAD EAST ON WISS DR TOWARD S LINCOLN AVE TURN LEFT ONTO US 40 WIS LINCOLN AVE TURN LEFT ONTO CO RD 129 TURN LEFT ONTO CO RD 129 TURN LEFT ONTO CO RD 129 CONTINUE FOR 29.6 MILES TURN RIGHT ONTO FOREST ROAD 506FSH 065 CONTINUE TO FOREST ROAD 506FSH 065 TURN LEFT ONTO FOREST ROAD 506FSH 065 TURN LEFT ONTO FOREST ROAD 506FSH 065 CONTINUE FOR 1.8 MILES TURN RIGHT ONTO FOREST ROAD 101 CONTINUE FOR 1.5 MILES TAKE A SLIGHT LEFT ONTO FOREST ROAD 506FSH 065 AND CONTINUE FOR 2.0 MILES ARRIVE AT DESTINATION (6040288011956, 39.9188593589195)</p> </div>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="text-align: center;">INDEX OF SHEETS</th> </tr> <tr> <th style="text-align: center;">SHEET</th> <th style="text-align: center;">SHEET TITLE</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">G-01</td> <td>COVERSHEET</td> </tr> <tr> <td style="text-align: center;">G-02</td> <td>SCHEDULE OF ITEMS</td> </tr> <tr> <td style="text-align: center;">G-03</td> <td>GENERAL NOTES</td> </tr> <tr> <td style="text-align: center;">C-00</td> <td>TEMPORARY ACCESS PLAN AND PROFILE</td> </tr> <tr> <td style="text-align: center;">C-01</td> <td>ROAD PLAN AND PROFILE</td> </tr> <tr> <td style="text-align: center;">C-02</td> <td>STREAM PLAN AND PROFILE</td> </tr> <tr> <td style="text-align: center;">C-03</td> <td>EXCAVATION DETAILS</td> </tr> <tr> <td style="text-align: center;">C-04</td> <td>STREAM SIMULATION TYPICAL SECTIONS</td> </tr> <tr> <td style="text-align: center;">C-05</td> <td>FOUNDATION DETAILS</td> </tr> <tr> <td style="text-align: center;">C-06</td> <td>HEADWALL DETAILS</td> </tr> <tr> <td style="text-align: center;">C-07</td> <td>TYPICAL ROADWAY SECTION DETAIL</td> </tr> <tr> <td style="text-align: center;">C-08</td> <td>TRAFFIC CONTROL DETAILS</td> </tr> <tr> <td style="text-align: center;">C-09</td> <td>ROADWAY COORDINATES</td> </tr> </tbody> </table>	INDEX OF SHEETS		SHEET	SHEET TITLE	G-01	COVERSHEET	G-02	SCHEDULE OF ITEMS	G-03	GENERAL NOTES	C-00	TEMPORARY ACCESS PLAN AND PROFILE	C-01	ROAD PLAN AND PROFILE	C-02	STREAM PLAN AND PROFILE	C-03	EXCAVATION DETAILS	C-04	STREAM SIMULATION TYPICAL SECTIONS	C-05	FOUNDATION DETAILS	C-06	HEADWALL DETAILS	C-07	TYPICAL ROADWAY SECTION DETAIL	C-08	TRAFFIC CONTROL DETAILS	C-09	ROADWAY COORDINATES
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<small>RECOMMENDED BY:</small> <div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> <small>FOREST ENGINEER</small> <small>DISTRICT RANGER</small> <small>FOREST SUPERVISOR</small> <small>SENIOR BRIDGE ENGINEER</small> </div> <div style="width: 30%;"> <small>DATE</small> <small>DATE</small> <small>DATE</small> <small>DATE</small> </div> </div> <p>APPROVED:</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> <small>DIRECTOR OF ENGINEERING</small> </div> <div style="width: 30%;"> <small>DATE</small> </div> </div> <p style="text-align: right;">SHEET 01 OF 13</p>																															

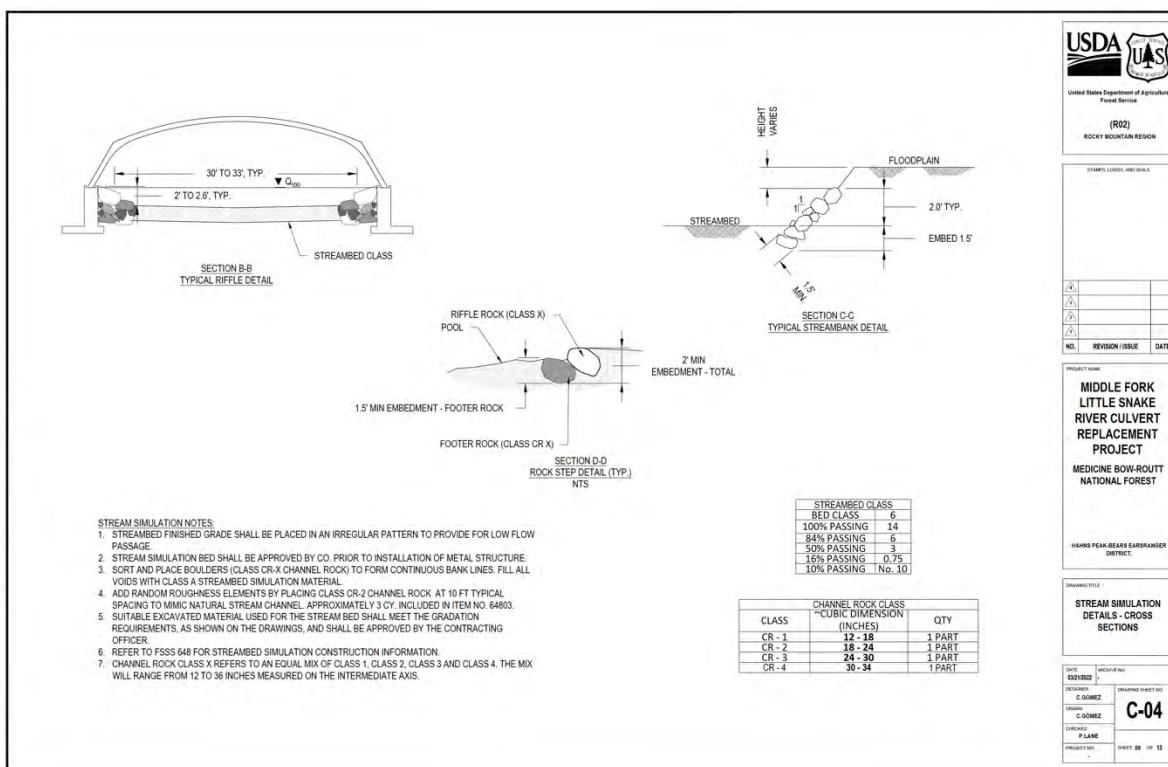
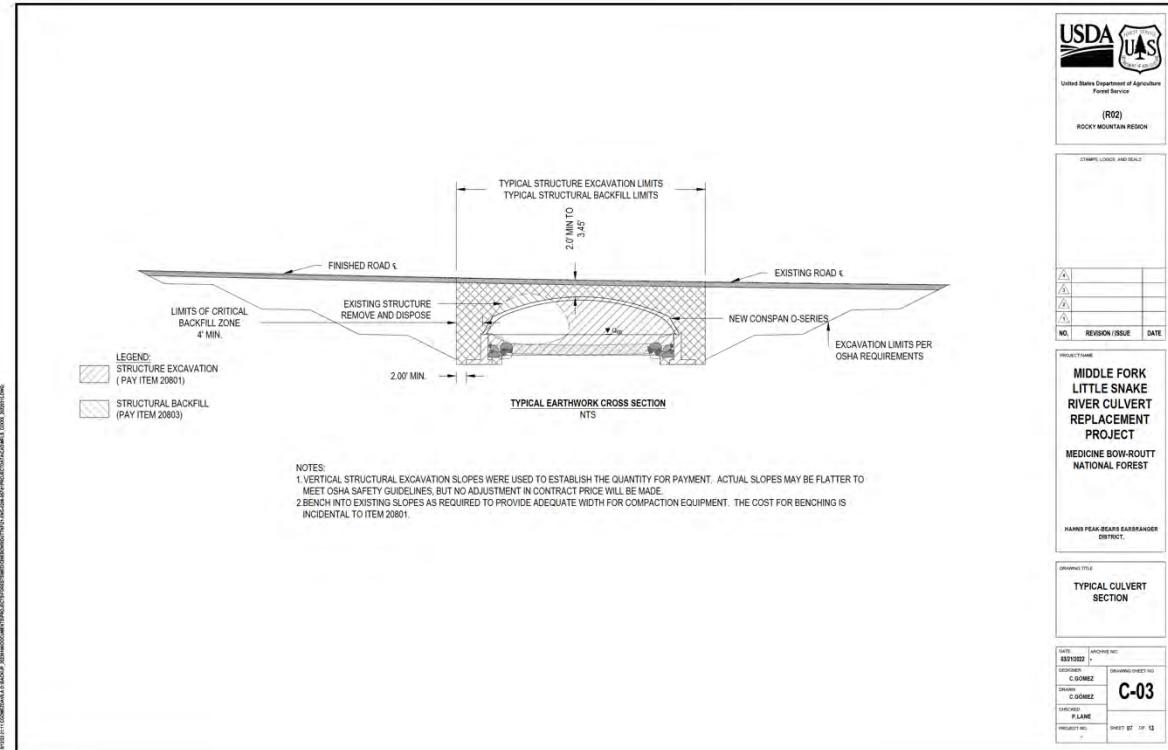
<small>SCHEDULE OF ITEMS</small>				
<small>ITEM No.</small>	<small>ITEM DESCRIPTION</small>	<small>UNIT</small>	<small>QTY</small>	
15101	MOBILIZATION	LUMP SUM	1	INCLUDES MOVING OF PERSONNEL, EQUIPMENT, MATERIAL AND INCIDENTALS TO THE PROJECT AND PERFORMING WORK NECESSARY BEFORE BEGINNING OF WORK AT THE PROJECT SITE. THIS WORK ALSO INCLUDES OBTAINING PERMITS, INSURANCE, AND BONDS.
15201	CONSTRUCTION, SURVEY AND STAKING, METHOD 1, TOLERANCE A	LUMP SUM	1	INCLUDES REFERENCE STAKING FOR CULVERT.
15713	SOIL EROSION & POLLUTION CONTROL	LUMP SUM	1	INCLUDES DEVELOPMENT OF SOIL AND EROSION CONTROL PLAN, FURNISHING, HAULING, INSTALLATION, OPERATION, MAINTENANCE, & REMOVAL OF ALL EROSION & SEDIMENT CONTROL DEVICES (I.E. SILT FENCES, WATTLES, ETC.).
15761	DEWATERING	LUMP SUM	1	INCLUDES DEVELOPMENT OF DEWATERING PLAN, INSTALLATION, OPERATION, MAINTENANCE, & REMOVAL OF ALL DEWATERING IMPLEMENTS.
20158	CLEARING AND GRUBBING	LUMP SUM	1	INCLUDES CLEARING AND GRUBBING WITHIN THE CLEARING LIMITS DESIGNATED ON THE PLANS.
20301	REMOVAL OF STRUCTURE AND OBSTRUCTIONS, REMOVE FROM PROJECT	LUMP SUM	1	INCLUDES REMOVAL AND DISPOSAL OF EXISTING CULVERTS OFF OF FEDERAL LANDS.
20415	BYPASS EMBANKMENT CONSTRUCTION, METHOD A, TOLERANCE C	CUBIC YARD	960	INCLUDES FURNISHING, HAULING, PLACING, SLOPING, SHAPING, COMPACTING, AND FINISHING EARTHEN MATERIAL. MATERIAL SHALL BE IN ACCORDANCE WITH FP-14 704.07. REMOVAL OF BYPASS INCIDENTAL TO THIS PAY ITEM.
20429	WASTE	CUBIC YARD	90	INCLUDES REMOVAL AND DISPOSAL OF EXCESS UNSUITABLE MATERIAL OFF OF FEDERAL LANDS.
20858	STRUCTURE EXCAVATION	CUBIC YARD	810	INCLUDES EXCAVATING, PREPARING FOUNDATIONS, BACKFILLING, AND SUBSEQUENT REMOVAL OF SAFETY FEATURES FOR THE CONSTRUCTION OF SELECTED STRUCTURE AND DISPOSAL OF UNSUITABLE MATERIAL. BACKFILLING OUTSIDE OF STRUCTURE EXCAVATION AREA IS INCIDENTAL TO THIS ITEM.
20859	STRUCTURAL BACKFILL	CUBIC YARD	420	INCLUDES FURNISHING, HAULING, PLACING AND COMPACTION OF STRUCTURAL BACKFILL MATERIAL (COMMERCIAL SOURCE) SHALL BE FP-14 704.04.
25101	PLACED RIPRAP, CLASS 3	CUBIC YARD	40	INCLUDES REMOVAL, STORING AND RELAY OF 30 CY OF EXISTING CLASS 3 RIPRAP FURNISHING, HAULING AND PLACEMENT OF 10CY ON HEADWALLS CORNERS AS INDICATED BY CO. MATERIAL SHALL BE RIP RAP CLASS 3 (COMMERCIAL SOURCE).
30112.1	FR550 SURFACE AGGREGATE, GRADE G, COMPACTION METHOD B	CUBIC YARD	30	INCLUDES FURNISHING, HAULING, PLACING AND COMPACTION OF ROAD SURFACE AGGREGATE MATERIAL. MATERIAL SHALL BE FSSS 703-3 GRADE G. COMPACTION METHOD FSSS 209 10 (A) (1).
30112.2	BYPASS SURFACE AGGREGATE, GRADE G, COMPACTION METHOD B	CUBIC YARD	10	INCLUDES ROAD SURFACE AGGREGATE MATERIAL AND PLACEMENT. MATERIAL SHALL BE FSSS 703-3 GRADE G. COMPACTION METHOD FSSS 209 10 (A) (1).
55201	STRUCTURAL CONCRETE FOR FOUNDATIONS	LUMP SUM	1	INCLUDES DESIGN, FURNISHING, HAULING, INSTALLATION OF CONCRETE FOUNDATIONS, REINFORCEMENT STEEL IS INCIDENTAL TO THIS ITEM.
60201	BYPASS 36" PIPE CULVERT	LINEAR FOOT	72	INCLUDES FURNISHING, OFF LOADING, ASSEMBLY, INSTALLATION AND REMOVAL OF 72 LINEAR FOOT OF CULVERTS ON THE TEMPORARY CROSSING.
59001	39 X 811 1/8" CONCRETE BRIDGE STRUCTURE	LINEAR FOOT	36	INCLUDES FURNISHING, OFF LOADING, ASSEMBLY, INSTALLATION, ALL APPURTENANCES.
55202	PRECAST HEADWALL AND WINGWALLS	LUMP SUM	1	INCLUDES FURNISHING, OFF LOADING, ASSEMBLY, INSTALLATION, ALL END SECTIONS.
62552	SEEDING AND MULCHING, DRY METHOD	LUMP SUM	1	INCLUDES SURFACE PREPARATION VIA EQUIPMENT SCARIFICATION, HAND BROADCAST CONTRACTOR FURNISHED SEED, HAND BROADCAST CONTRACTOR FURNISHED STRAW MULCH.
63307	OBJECT MARKERS, TYPE III	EACH	4	INCLUDES FURNISHING ALL MATERIALS, AND INSTALLATION. TO BE USED ON TEMPORARY BYPASS AND RELOCATED TO NEW STRUCTURE. FINAL LOCATION AS DIRECTED BY THE CO.
63501	TEMPORARY TRAFFIC CONTROL	LUMP SUM	1	INCLUDES INSTALLATION, MAINTENANCE AND REMOVAL OF ROAD CLOSURE DEVICES. ALSO INCLUDES PREPARATION, SUBMITTAL AND IMPLEMENTATION OF TRAFFIC CONTROL PLAN.
64801	PLACED STREAMBED SIMULATION ROCK, BED CLASS, METHOD A	CUBIC YARD	560	INCLUDES FURNISHING, HAULING, AND INSTALLING SPECIFIED FIL TO SIMULATE NATURAL STREAM PROFILE, AND STREAMBED THROUGH STRUCTURE, AND EXISTING STREAM CHANNEL. COMMERCIAL SOURCE
64803	PLACED CHANNEL ROCK, CLASS , METHOD A	CUBIC YARD	110	INCLUDES FURNISHING, HAULING, AND INSTALLING SPECIFIED CHANNEL ROCK TO SIMULATE NATURAL GRADE CONTROL STRUCTURES (STEPS, POOLS, RIFFLES, RIBS, BANKS) THROUGH STRUCTURE, AND EXISTING STREAM CHANNEL

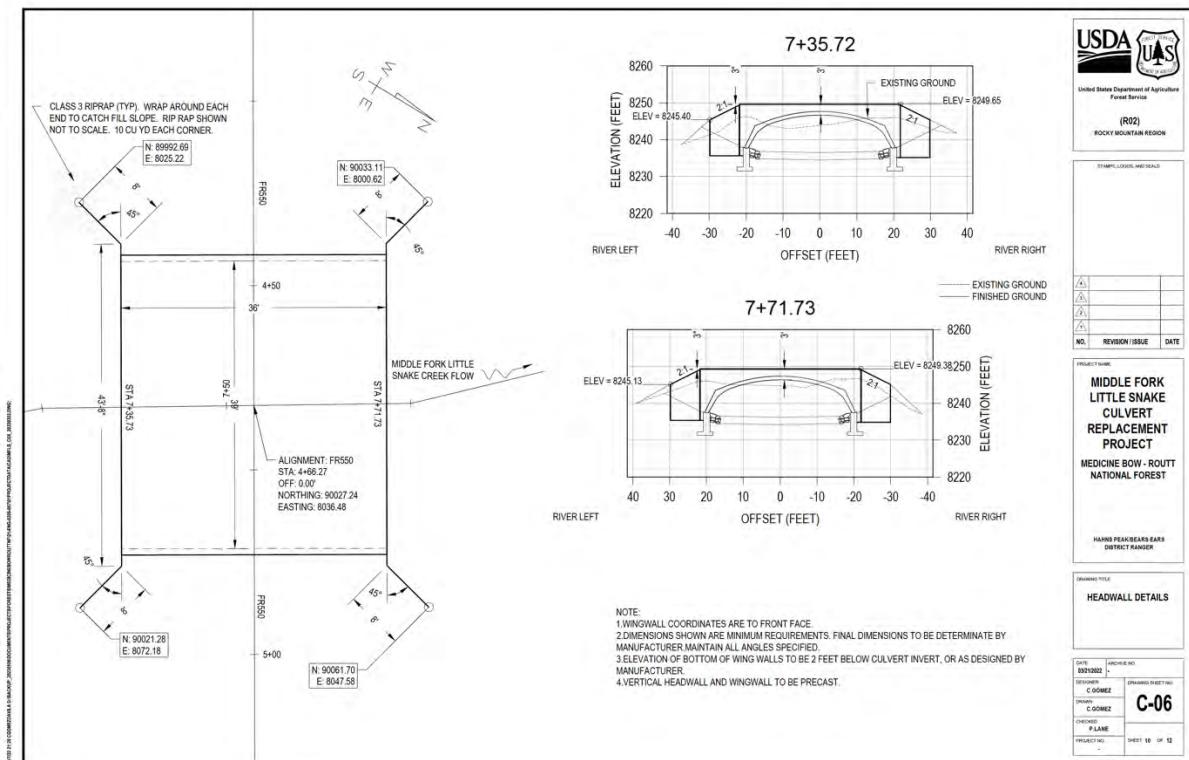
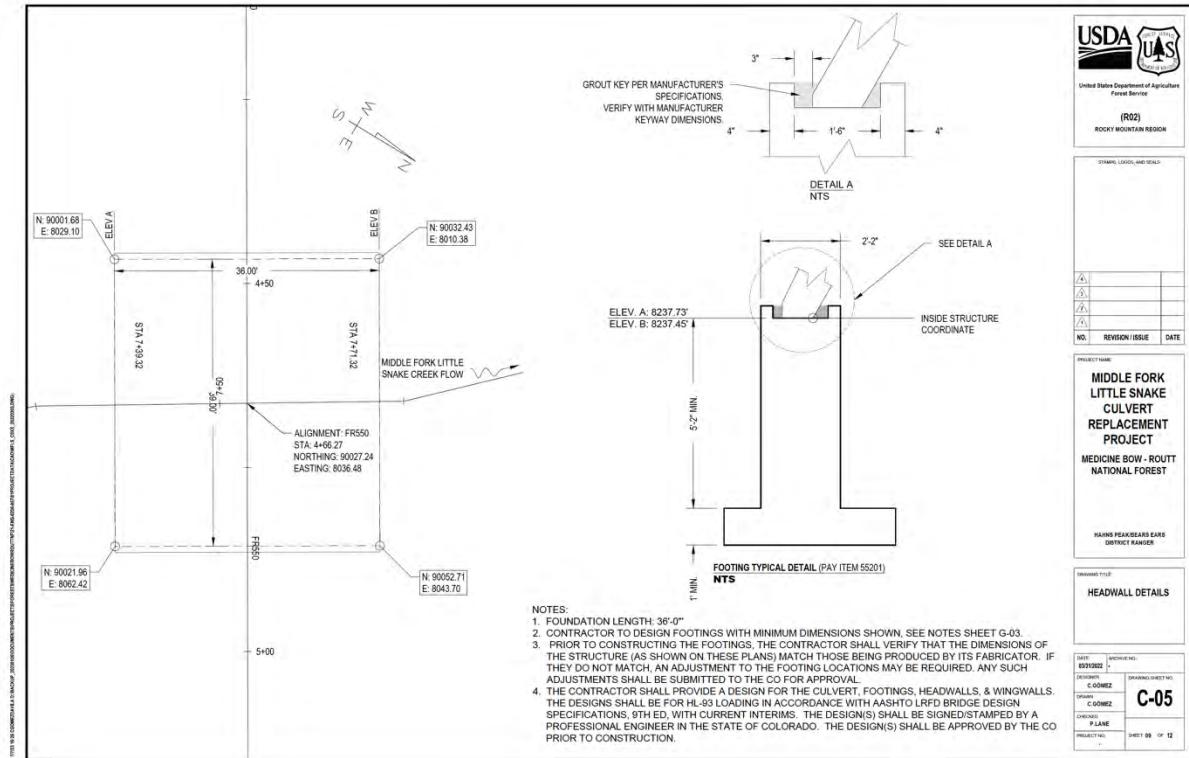
<small>USDA</small>	<small>United States Department of Agriculture Forest Service</small>
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<small>STATE, COUNTY, AND DISTRICT</small>	
<small>HAHN PEAK-BEARS EARS RANGER DISTRICT</small>	
<small>PROJECT NAME</small>	
<small>MIDDLE FORK LITTLE SNAKE RIVER CULVERT REPLACEMENT PROJECT</small>	
<small>MEDICINE BOW-ROUTT NATIONAL FOREST</small>	
<small>DRAWING TYPE</small>	
<small>SCHEDULE OF ITEMS</small>	
<small>DATE ARCHIVE NO.</small>	
<small>03/01/2023 -</small>	
<small>C-006EZ</small>	
<small>GENERAL PLANS</small>	
<small>PROJECT NO.</small>	
<small>G-02</small>	
<small>SHED 02 OF 12</small>	

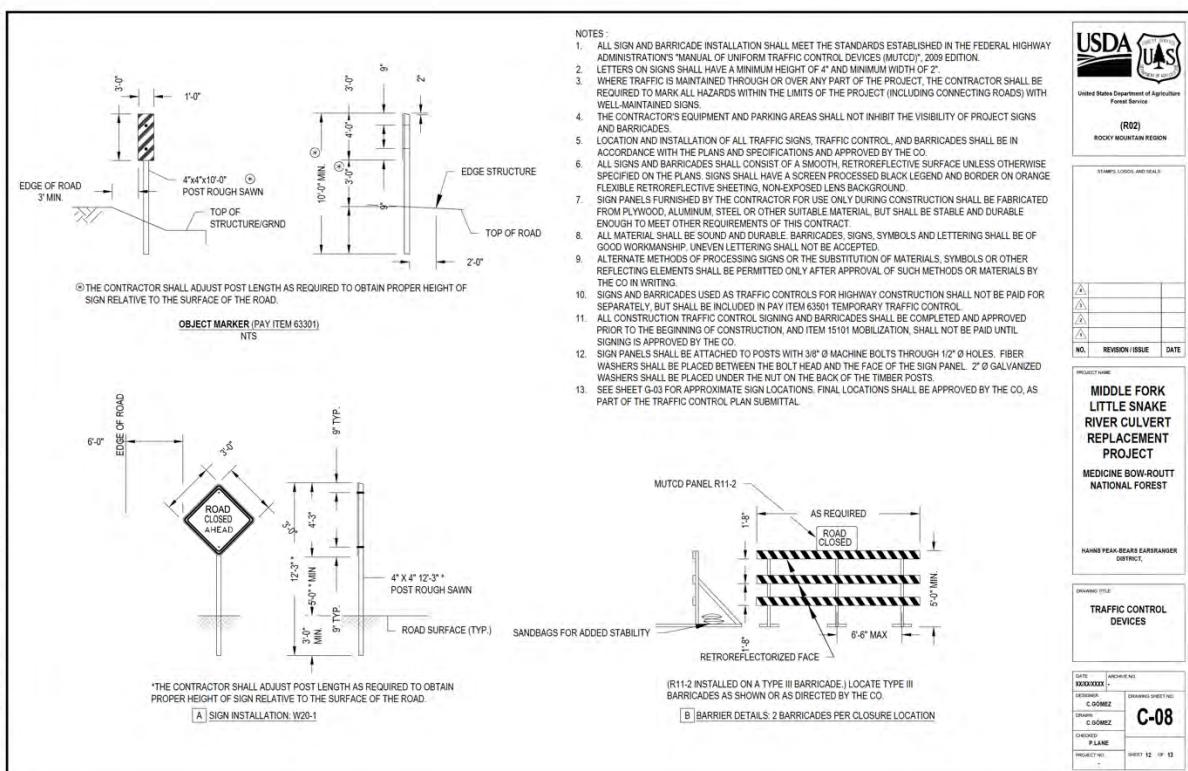
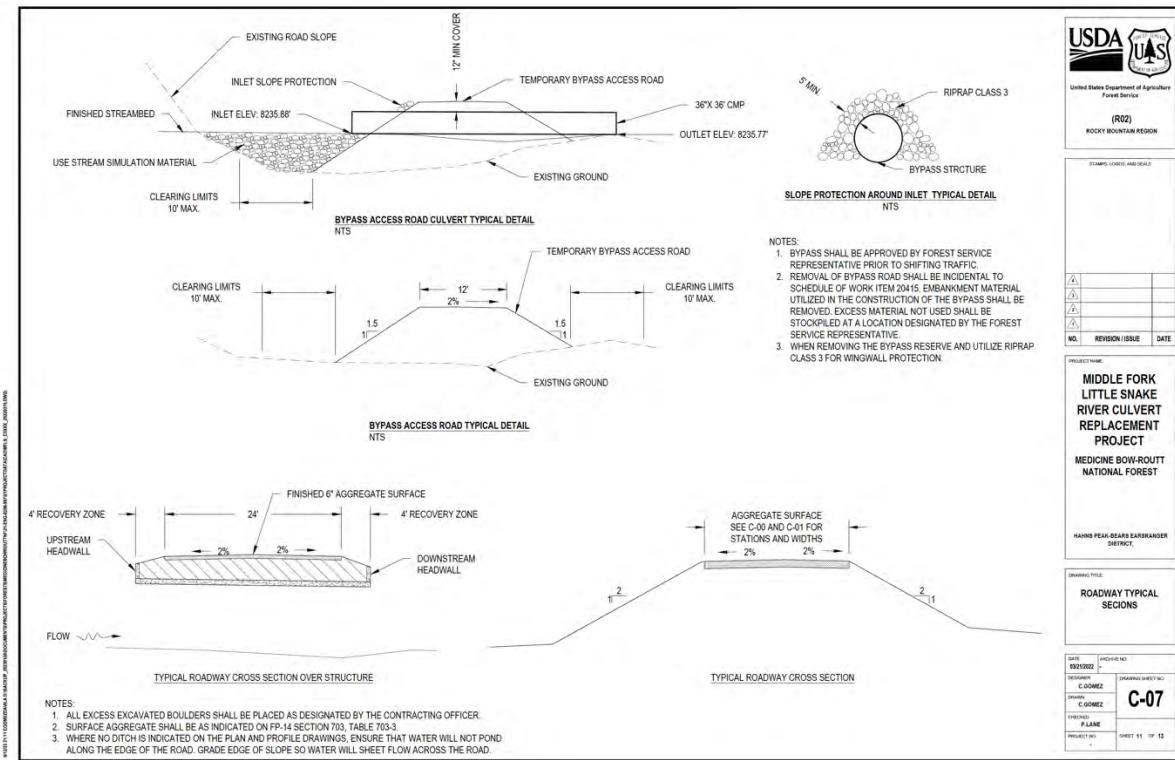
<p>DESIGN DATA: THIS STRUCTURE, INCLUDING CAULVERT, HEADWALLS, WINGWALLS AND FOOTINGS, TO BE DESIGNED FOR H-93 LOADING IN ACCORDANCE AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS 9TH EDITION WITH CURRENT INTERIMS.</p> <p>THE DESIGN DATA ARE AS FOLLOWS: BEARING PRESSURE ELEVATION UNDER 8231 FT (-17' BELOW SHOULDER); 2500 PSF FOR SANDS, 5000 PSF FOR GRAVELS - STRUCTURAL BACKFILL: A-1A OR A-3 AS PER MANUFACTURER SPECS SOILS SHALL BE REASONABLY FREE OF ORGANIC MATTER, AND, NEAR CONCRETE SURFACE, FREE OF STONES LARGER THAN 3" IN DIAMETER. ROADBED DESIGN SPEED: 30 MPH GEOTECHNICAL REPORT: A GEOTECHNICAL REPORT IS AVAILABLE FROM THE CO.</p> <p>1. GENERAL NOTES: 1.1 ALL MATERIALS AND CONSTRUCTION SHALL CONFORM TO THE FOLLOWING SPECIFICATIONS - STANDARD SPECIFICATIONS FOR CONSTRUCTION OF ROADS AND BRIDGES ON FEDERAL HIGHWAY PROJECTS, FP-14 US CUSTOMARY UNITS, AND ITS LATEST REVISIONS, SUPPLEMENTAL SPECIFICATIONS - THE SPECIFICATIONS IDENTIFIED IN THIS CONTRACT WERE PREPARED BY THE FOREST SERVICE AND ARE A SUPPLEMENT TO OR CHANGE THE FHWA SPECIFICATIONS. 1.2 AGGREGATE SOURCE MUST BE OBTAINED FROM THE H-93 RETICULATED APPROXIMATELY 5-6 MILES SOUTH (40.929509N 106.912059W) AT THE INTERSECTION OF FR5501 & FR5001 AS INDICATED BY THE CO. 1.3 THERE ARE NO MIGRATORY ANIMALS ON SITE; HOWEVER, THE CONTRACTOR IS RESPONSIBLE FOR REQUESTING TO LOCATE UTILITIES. 1.4 CONTRACTOR SHALL SUBMIT A SAFETY PLAN AND HAZARDOUS SPILL PLAN TO THE CO PRIOR TO THE PRE-CONSTRUCTION MEETING.</p> <p>2. CONSTRUCTION NOTES: 2.1 CONTRACTOR SHALL SUBMIT A CONSTRUCTION SCHEDULE TO THE CO PRIOR TO THE PRE-CONSTRUCTION MEETING. ANY DEVIATIONS FROM THIS SCHEDULE SHALL BE IMMEDIATELY RESUBMITTED TO THE CO IN AN UPDATED SCHEDULE. 2.2 IN-STREAM WORK AND OCCUR BECAUSE OF HIGH FLOW OR WET PERIODS. IN-STREAM WORK SHALL NOT OCCUR DURING HIGH FLOWS OR WET PERIODS. 2.3 THE CONTRACTOR SHALL MAINTAIN ROADS AND NATIONAL FOREST RESOURCES. THE CONTRACTOR IS RESPONSIBLE FOR SAFE USE OF ROADS BY THE CONTRACTOR'S PERSONNEL. TRAFFIC SAFETY MUST BE ASSURED ON ROADS AFFECTED BY CONSTRUCTION, SEE SPECIFICATION FOR SIGNAGE AND ROAD CLOSURE REQUIREMENTS. 2.4 EXCAVATION AND CLEARING LIMITS SHALL BE 10 FEET BEYOND TOE OF SLOPES AND LIMITS OF CHANNEL WORK WHEN NOT OTHERWAY SHOWN OR DIRECTED BY THE CO. 2.5 NO BACKFILL SHALL BE PLACED AGAINST ANY STRUCTURAL ELEMENTS UNTIL THE WORK HAS BEEN APPROVED BY THE CONTRACTING OFFICER. 2.6 ALL FILL, EMBANKMENT, AND CHANNEL ROCK ARE TO BE IN QUANTITIES AS SWELLED AS VOLUME. 2.7 IMPROPER CONCRETE THAT RESULTS IN DAMAGE TO THE CONCRETE SUBSTRATE OR STRUCTURE, PLATE AREA SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE. 2.8 EXCAVATION REQUIRED FOR PLACEMENT OF CHANNEL ROCK SHALL BE CONSIDERED INCIDENTAL TO THE PLACEMENT OF CHANNEL ROCK (64A PAY ITEMS). 2.9 SUBMIT AN EXCAVATION PLAN FOR APPROVAL 30 DAYS PRIOR TO BEGINNING WORK ON SITE. THE EXCAVATION PLAN IS INCIDENTAL TO WORK ITEMS IN THE SCHEDULE OF ITEMS. TEMPORARY ACCESS ROADS OUTSIDE THE DISTURBANCE LIMITS ARE NOT PERMITTED. 2.10 THE CONTRACTOR SHALL BE RESPONSIBLE FOR DEWATERING THE CONSTRUCTION SITE. THE CONTRACTOR SHALL DETERMINE THE DEWATERING METHOD, PROVIDE CALCULATIONS, AND LAYOUT SKETCH WITH ALL PERTINENT INFORMATION FOR REVIEW AND APPROVAL FROM THE CONTRACTING OFFICER 14 CALENDAR DAYS PRIOR TO THE START OF WORK. 3. REMOVAL NOTES: 3.1 CONTRACTOR SHALL REMOVE AND DISPOSE OF THE EXISTING CULVERT OFF OF NATIONAL FOREST SYSTEM LANDS. ALL COSTS ASSOCIATED WITH THE REMOVAL AND DISPOSAL OF THE EXISTING STRUCTURE SHALL BE PAID FOR UNDER PAY ITEM 2020 - REMOVAL OF STRUCTURES AND OBSTRUCTIONS. 4. INSPECTION AND CONTROL: 4.1 CONTRACTOR SHALL ENSURE ALL EQUIPMENT IS CLEAN AND WEED FREE PRIOR TO MOBILIZATION TO PROJECT SITE. AN INSPECTION SHALL BE COORDINATED WITH THE CO PRIOR TO EQUIPMENT BEING MOBILIZED TO THE SITE. 5. STRUCTURE NOTES: 5.1 CONTRACTOR SHALL SUBMIT STRUCTURE DRAWINGS FOR APPROVAL BY CO PRIOR TO PURCHASING MATERIALS. 5.2 STRUCTURE SHALL BE OFFLOADED, INSTALLED, AND BACKFILLED ACCORDING TO MANUFACTURER'S RECOMMENDATIONS. 5.3 EXISTING STREAMBED MATERIAL MAY BE SALVAGED AND REUSED IF IT MEETS THE REQUIREMENTS OF FSSS 648. 5.4 STREAMBED MATERIAL. 6.1 LOAD RATE STRUCTURE IN ACCORDANCE WITH THE "MANUAL FOR BRIDGE EVALUATION", CURRENT EDITION WITH INTERIMS, USING LRFRN METHODOLOGY (CH 8A), RATE FOR THE FOLLOWING VEHICLES AND CONFIGURATIONS USING THE DESIGNATED LOAD MODIFICATION FACTORS H-93 (VEHICLE + LANE OR TANDEM AXLES + LANE), TYPE 3, TYPE 3S2, TYPE 3-3, SPECIAL H-VEHICLES SUA THROUGH SUT, EMERGENCY VEHICLES EV1 AND EV3, AND COLORADO SPECIAL PERMIT VEHICLES OR-SP-3, 4A AND 4B; PAYMENT FOR THE H-93 AS THE SOLE LOAD CAPACITY. LOAD RATING CALCULATIONS AND RATE SHALL BE STAMPED BY A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF COLORADO; PAYMENT FOR THE H-93 AS THE SOLE LOAD CAPACITY SUBJECT TO PAY ITEM 00505. 7. SEDIMENT AND EROSION CONTROL NOTES: 7.1 PRIOR TO THE PRE WORK MEETING, THE CONTRACTOR SHALL SUBMIT AN EROSION CONTROL AND SEDIMENT CONTROL PLAN WITH THE SCHEDULE OF CONSTRUCTION ACTIVITIES. THE PLAN SHALL BE SPECIFIC AND SHALL BE PAID FOR UNDER PAY ITEM 1573, SOIL EROSION AND POLLUTION CONTROL. 7.2 ALL EROSION CONTROL CONCERN SHALL NOT BE INCLUDED AS A SEPARATE PAY ITEM, SHALL BE PAID FOR UNDER PAY ITEM 1573, "SOIL EROSION AND POLLUTION CONTROL". 7.3 THE CONTRACTOR SHALL APPLY TEMPORARY AND/OR PERMANENT SOIL STABILIZATION MEASURES IMMEDIATELY ON ALL DISTURBED AREAS WHERE WORK IS DELAYED OR COMPLETED. 7.4 LOCATIONS OF SILT FENCE AND SEDIMENT BASINS SHALL BE AS APPROVED BY THE CO IN THE EROSION CONTROL PLAN SUBMITTAL. 7.5 ALL STREAMBEDS SHALL BE IMMEDIATELY STABILIZED AFTER DISTURBANCE. 7.6 ALL EARTH STOCKPILES WITHIN 50 FEET OF THE STREAM OR WETLANDS SHALL BE PROTECTED BY SILT FENCE OR CERTIFIED WEED-FREE STRAW WADDLES ALONG THE PERIMETER OF THE STOCKPILE. 7.7 EROSION CONTROL MEASURES SHALL BE PERIODICALLY INSPECTED DAILY OR AFTER ANY RAINFALL EVENT, TO INSURE THAT THEY ARE IN GOOD WORKING CONDITION, AND TO REMOVE ANY EXCESS BUILD UP OF SILT AND OTHER DEBRIS. 7.8 UPON THE COMPLETION AND ACCEPTANCE OF PERMANENT EROSION CONTROL WORK, ALL TEMPORARY EROSION CONTROL DEVICES SHALL BE REMOVED AND DISPOSED OFF FOREST SERVICE LANDS BY THE CONTRACTOR. THIS WORK SHALL BE CONSIDERED INCIDENTAL TO THE COST TO INSTALL.</p>		<p>HYDROLOGY AND HYDRAULICS: THESE STRUCTURES ARE DESIGNED TO PASS THE 100-YEAR FREQUENCY FLOOD.</p> <p>$Q_9 = 422 \text{ CFS}$ $V_f = 7.1 \text{ FT/S}$ $Q_9 = 872 \text{ CFS}$ $V_{90\%} = 9.1 \text{ FT/S}$</p> <p>COORDINATE SYSTEM: THE HORIZONTAL POSITIONS AND DATUM ARE BASED ON A LOCAL COORDINATE SYSTEM.</p> <p>ALL ITEMS INCLUDE ASSOCIATED LABOR, MATERIALS, EQUIPMENT, OVERHEAD AND PROFIT TO COMPLETE THE WORK IDENTIFIED.</p> <p>ANY WORK ITEM NOT SPECIFICALLY NOTED IS INCIDENTAL TO THE PROJECT.</p>
<p>USDA  United States Department of Agriculture Forest Service</p> <p>(ROZ) ROCKY MOUNTAIN REGION</p> <p>STAMPS, LOGOS, AND SEAL</p>		
<p>NO. REVISION ISSUE DATE</p> <p>PROJECT NAME: MIDDLE FORK LITTLE SNAKE RIVER CULVERT REPLACEMENT PROJECT MEDICINE BOW-ROCK NATIONAL FOREST</p> <p>KAHN PEAKS RANGER DISTRICT</p> <p>DRAWING TITLE: GENERAL NOTES</p> <p>09032023 1/25/2023</p> <p>DESIGNER: C. DOWMEYER</p> <p>DRAWING SHEET NO.: G-03</p> <p>CHIEF: C. DOWMEYER</p> <p>PLANE:</p> <p>PROJECT NO.: 0</p> <p>SHEET 03 OF 13</p>		











BYPASS ROAD CENTERLINE COORDINATES				ROAD CENTERLINE COORDINATES				ROAD CENTERLINE COORDINATES			
STATION	NORTHING	EASTING	TANGENTIAL DIRECTION	STATION	NORTHING	EASTING	TANGENTIAL DIRECTION	STATION	NORTHING	EASTING	TANGENTIAL DIRECTION
0+00.00	89.836.8121'	7,723.5995'	N58°40'E	0+00.00	89.784.8209'	7,638.1776'	N58°40'E	7+75.00	90.215.7618'	8,278.2961'	N35°18'E
0+25.00	89.849.8174'	7,744.9504'	N57°55'E	0+25.00	89.797.8187'	7,659.5331'	N58°40'E	8+00.00	90.236.6622'	8,292.0040'	N31°13'E
0+50.00	89.865.5921'	7,764.2613'	N43°36'E	0+50.00	89.810.8165'	7,680.8885'	N58°40'E	8+25.00	90.258.4877'	8,304.1853'	N27°07'E
0+75.00	89.884.6374'	7,780.4506'	N39°53'E	0+75.00	89.823.8143'	7,702.2440'	N58°40'E	8+50.00	90.281.1268'	8,314.7779'	N23°02'E
1+00.00	89.903.8205'	7,796.4822'	N39°53'E	1+00.00	89.836.8121'	7,723.5995'	N58°40'E	8+75.00	90.304.4642'	8,323.7278'	N18°56'E
1+25.00	89.923.0035'	7,812.5137'	N39°53'E	1+25.00	89.849.8100'	7,744.9550'	N58°40'E	9+00.00	90.328.3808'	8,330.9894'	N14°51'E
1+50.00	89.942.1865'	7,828.5453'	N39°53'E	1+50.00	89.862.8079'	7,766.5105'	N58°40'E	9+25.00	90.352.7547'	8,336.5255'	N10°45'E
1+75.00	89.961.3695'	7,844.5769'	N39°53'E	1+75.00	89.875.8056'	7,787.6660'	N58°40'E	9+50.00	90.377.4615'	8,340.3080'	N6°39'E
2+00.00	89.980.5526'	7,860.6085'	N39°53'E	2+00.00	89.888.8034'	7,809.0214'	N58°40'E	9+75.00	90.402.3583'	8,342.5612'	N4°42'E
2+25.00	89.999.5433'	7,876.8586'	N44°15'E	2+25.00	89.901.8013'	7,830.3769'	N58°40'E	10+00.00	90.427.2740'	8,344.6121'	N4°42'E
2+50.00	90.015.0929'	7,896.3512'	N58°35'E	2+50.00	89.914.7991'	7,851.7324'	N58°40'E				
2+75.00	90.027.9091'	7,917.8162'	N59°10'E	2+75.00	89.927.7969'	7,873.0879'	N58°40'E				
3+00.00	90.040.7207'	7,939.2839'	N59°10'E	3+00.00	89.940.7947'	7,894.4434'	N58°40'E				
3+25.00	90.054.0171'	7,960.4541'	N57°44'E	3+25.00	89.953.7925'	7,915.7989'	N58°40'E				
3+50.00	90.067.3637'	7,981.5933'	N57°44'E	3+50.00	89.966.7904'	7,937.1543'	N58°40'E				
3+75.00	90.080.7100'	8,002.7325'	N57°44'E	3+75.00	89.979.7882'	7,958.5098'	N58°40'E				
4+00.00	90.094.0571'	8,023.8717'	N57°44'E	4+00.00	89.992.7869'	7,979.8653'	N58°40'E				
4+25.00	90.106.4278'	8,045.5618'	N64°31'E	4+25.00	90.005.7838'	8,001.2208'	N58°40'E				
4+50.00	90.117.1834'	8,068.1298'	N64°31'E	4+50.00	90.018.7810'	8,022.5763'	N58°40'E				
4+75.00	90.127.9390'	8,090.6979'	N64°31'E	4+75.00	90.031.7795'	8,043.9317'	N58°40'E				
5+00.00	90.138.6945'	8,113.2660'	N64°31'E	5+00.00	90.044.7774'	8,065.2872'	N58°40'E				
5+25.00	90.149.4501'	8,135.8340'	N64°31'E	5+25.00	90.057.7751'	8,086.6427'	N58°40'E				
5+50.00	90.158.1519'	8,159.2523'	N71°00'E	5+50.00	90.071.2259'	8,107.7020'	N54°58'E				
5+75.00	90.166.2893'	8,182.8909'	N71°00'E	5+75.00	90.085.5799'	8,128.1706'	N54°58'E				
6+00.00	90.174.4266'	8,206.5295'	N71°00'E	6+00.00	90.099.9339'	8,148.6391'	N54°58'E				
6+25.00	90.182.5640'	8,230.1681'	N71°00'E	6+25.00	90.114.2879'	8,169.1077'	N54°58'E				
6+50.00	90.191.3216'	8,253.5546'	N61°37'E	6+50.00	90.128.6419'	8,189.5763'	N54°58'E				
6+75.00	90.208.0502'	8,271.8064'	N36°19'E	6+75.00	90.143.4600'	8,209.7660'	N51°41'E				
7+00.00	90.228.5353'	8,286.1068'	N31°07'E	7+00.00	90.159.6490'	8,228.7488'	N47°35'E				
7+25.00	90.249.9388'	8,299.0254'	N31°07'E	7+25.00	90.177.1571'	8,246.5877'	N43°29'E				
7+50.00	90.258.4877'	8,304.1853'	N31°07'E	7+50.00	90.195.8930'	8,263.1316'	N39°24'E				



United States Department of Agriculture
Forest Service
(R02)
ROCKY MOUNTAIN REGION

SHAPES, LINES, AND DEALS

NO. REVISION / ISSUE DATE

PROJECT NAME: MIDDLE FORK LITTLE SNAKE RIVER CULVERT REPLACEMENT PROJECT
MEDICINE BOW-ROUTT NATIONAL FOREST

HAINS PEAK-SNAKE MOUNTAIN DISTRICT

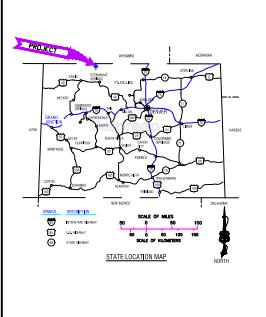
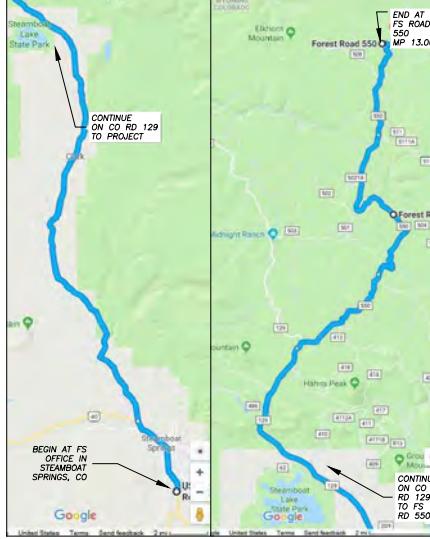
DRAWING TITLE: ROADWAY COORDINATES

DATE: 00/00/0000	ARCHIVE NO.:
DESIGNER: C-00002	DRAWING SHEET NO.:
REVISER: C. DOMÉZ	1
CHIEF: C. DOMÉZ	PLANE:
PROJECT NO.:	Sheet 13 of 13

C-09

Exhibit M

Culvert Design

UNITED STATES DEPARTMENT OF AGRICULTURE FOREST SERVICE - REGION 2 MEDICINE BOW-ROUTT NATIONAL FOREST & THUNDER BASIN NATIONAL GRASSLAND  HAHNS PEAK-BEARS EARS RANGER DISTRICT		 ROAD 550 MILE POST 13.00 ROAD STREAM CROSSING REPLACEMENT	 TITLE SHEET #1 1/8																																																																							
 <p>STATE LOCATION MAP</p> <p>PREPARED BY: Jamey Stogsdill 10/1/2018 CIVIL ENGINEER DATE</p> <p>RECOMMENDED BY: FOREST ENGINEER DATE</p> <p>APPROVED BY: DISTRICT RANGER DATE</p>		 <p>CONTINUE ON CO RD 129 TO PROJECT</p> <p>BEGIN AT FS OFFICE IN STEAMBOAT SPRINGS, CO</p> <p>END AT FS RD 550 MP 13.00</p> <p>WHISKEY CREEK TRIBUTARY-FOREST ROAD 550 MILE POST 13.00 CROSSING</p> <p>40°59'12.95"N 105°48'54.74"W ROUTT COUNTY, COLORADO ELEVATION: 8623 FT</p> <p>TRAVEL DIRECTIONS: FROM THE HAHNS PEAK-BEARS EARS DISTRICT OFFICE, TRAVEL EAST ON WEISS DR. AND TURN LEFT ONTO S. LINDQUIST DR. AFTER 0.1 MI TURN LEFT ONTO CO RD 129/CLK RIVER RD. CONTINUE FOR 2.96 MI, TURN RIGHT ONTO FOREST RD 550, AND CONTINUE FOR 3.7 MI UNTIL THE RD 500 - RD 550 INTERSECTION. KEEP LEFT ON RD 550.</p> <p>• CONTINUE FOR 9.18 MI UNTIL THE MILE POST 13.00 - WHISKEY CREEK TRIBUTARY CROSSING.</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">SHEET INDEX</th> </tr> <tr> <th>DESCRIPTION</th> <th>SHEET #</th> </tr> <tr> <td>TITLE SHEET</td> <td>1</td> </tr> <tr> <td>SCHEDULE OF ITEMS</td> <td>2</td> </tr> <tr> <td>MP 13.00 SITE PLAN</td> <td>3</td> </tr> <tr> <td>MP 13.00 TRAFFIC CONTROL DETAILS</td> <td>4</td> </tr> <tr> <td>MP 13.00 DE-WATERING DETAILS</td> <td>5</td> </tr> <tr> <td>MP 13.00 STRUCTURE DETAILS</td> <td>6</td> </tr> <tr> <td>MP 13.00 STREAM SIMULATION</td> <td>7</td> </tr> <tr> <td>MP 13.00 GRADING DETAILS</td> <td>8</td> </tr> </table>	SHEET INDEX		DESCRIPTION	SHEET #	TITLE SHEET	1	SCHEDULE OF ITEMS	2	MP 13.00 SITE PLAN	3	MP 13.00 TRAFFIC CONTROL DETAILS	4	MP 13.00 DE-WATERING DETAILS	5	MP 13.00 STRUCTURE DETAILS	6	MP 13.00 STREAM SIMULATION	7	MP 13.00 GRADING DETAILS	8																																																			
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PRIOR TO IMPLEMENTATION.</td> </tr> <tr> <td>203.01</td> <td>REMOVAL OF EXISTING CULVERT</td> <td>EACH</td> <td>1</td> <td>EXISTING CULVERT SHALL BE LEGALLY DISPOSED OF, OFF OF FEDERAL LANDS.</td> </tr> <tr> <td>208.01</td> <td>STRUCTURE EXCAVATION</td> <td>YD³</td> <td>850</td> <td>INCLUDES EXCAVATION AND BACKFILL. QUANTITY WAS ESTIMATED USING AN IN PLACE MEASUREMENT.</td> </tr> <tr> <td>251.01</td> <td>RIPRAP CLASS 3</td> <td>YD³</td> <td>20</td> <td>ARMOUR STRUCTURE AT INLET AND OUTLET.</td> </tr> <tr> <td>302.01A</td> <td>MINOR CRUSHED AGGREGATE - GOVERNMENT SOURCE</td> <td>YD³</td> <td>45</td> <td>ROAD SURFACE (45 CY). GRADE D AGGREGATE ("1 MINUS), COMPACTION METHOD 1 (FSSS 204.11(a)(1)). QUANTITY WAS ESTIMATED USING COMPACTED DEPTH.</td> </tr> <tr> <td>302.01B</td> <td>MINOR CRUSHED AGGREGATE - COMMERCIAL SOURCE</td> <td>YD³</td> <td>20</td> <td>BEDDING MATERIAL FOR STRUCTURE (20 CY). GRADE D AGGREGATE ("1 MINUS), COMPACTION METHOD 1 (FSSS 204.11(a)(1)). 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GENERAL NOTES
 1. THERE IS NO IN-STREAM WILDLIFE PASSAGE AREA DESIGNATED BY THE STATE OF COLORADO PARKS AND WILDLIFE (CPW) FOR THIS PROJECT.
 2. INSTALL TEMPORARY TRAFFIC CONTROL DEVICES (I.E. SILT FENCE, WATTLES, ETC.) IN ACCORDANCE WITH THE CURRENT EDITION OF THE TRAFFIC CONTROL DETAILS (SHEET #3) AND IN ACCORDANCE WITH THE CURRENT EDITION OF THE MANUAL ON IN-STREAM TRAFFIC CONTROL DEVICES.
 3. TEMPORARY TRAFFIC CONTROL DEVICES BE MOBILIZED TO MOBILIZATION.
 4. STOCKPILE AVAILABLE EXCAVATION MATERIAL (STOCKPILE AREAS DESIGNATED ON SITE PLANS, IF DESIGNATED STOCKPILE AREA IS INADEQUATE, NOTIFY C.O. IMMEDIATELY) AND ADDITIONAL STOCKPILE LOCATIONS WILL BE IDENTIFIED.

5. CONTRACTOR SHALL PROVIDE AN EROSION CONTROL PLAN THAT COVERS ALL PHASES OF CONSTRUCTION. THE EROSION CONTROL PLAN SHALL BE IN PLACE PRIOR TO ANY GROUND DISTURBING ACTIVITIES. ENSURE THAT STOCKPILE AREAS ARE INCLUDED IN THE PLAN.

6. CONTRACTOR SHALL PROVIDE A SAFETY PLAN AND HAZARDOUS SPILL PLAN TO THE C.O. PRIOR TO PRE-CONSTRUCTION MEETING.

7. CONTRACTOR SHALL FOLLOW WHITE RIVER NATIONAL FOREST COMMERCIAL ROAD USE RULES FOUND ON THE WEBSITE:
https://www.fs.usda.gov/Internet/FSE_DOCUMENTS/stelprdbm3839889.pdf

8. APPROVAL OF THE C.O. FOR VEHICLE WEIGHT AND DIMENSIONAL LIMITATIONS MUST BE MADE THROUGH THE DISTRICT RANGER AT LEAST FORTY-EIGHT (48) HOURS PRIOR TO THE ACTIVITIES. SUCH WAIVERS ARE SUBJECT TO OFFICIAL AUTHORIZATION.

9. ANY LARGE WOODY DEBRIS FROM CLEARING & GRUBBING SHALL BE STOCKPILED AND USED AS IN-STREAM MATERIAL OR DISCARDED AS DIRECTED BY THE C.O.

10. AGGREGATE SOURCE FOR ROAD SURFACE

MATERIAL (ITEM 302.01A) SHALL BE TAKEN FROM THE 350 RD PIT AT THE INTERSECTION OF THE 500 RD AND 350 RD. SEE SHEET #4, STREAMBED SIMULATION MATERIAL FOR DETAILS.

11. CONTRACTOR SHALL ENSURE WORK IS COMPLETED EFFICIENTLY TO MINIMIZE CLOSURE OF ROAD 550. THE MAXIMUM CLOSURE PERIOD IS 5 DAYS, LIMITED TO MONDAY THROUGH FRIDAY, UNLESS OTHERWISE APPROVED BY CO. 12. CONTRACTOR SHALL FOLLOW THE CONSTRUCTION SCHEDULE TO THE CO PRIOR TO THE PRE-CONSTRUCTION MEETING. ANY DEVIATIONS FROM THE SCHEDULE MUST BE APPROVED BY THE CO AND RESUBMITTED TO THE C.O. IN AN UPDATED SCHEDULE.

13. THE CONSTRUCTION SCHEDULE SHALL INCLUDE A DESCRIPTION OF HOW THE CONTRACTOR INTENDS TO PHASE THE WORK TO LIMIT ROAD 550 CLOSURE. THIS SHALL INCLUDE THE ORDER OF EXCAVATION, EXISTING STRUCTURE REMOVAL, NEW STRUCTURE PLACEMENT, AND BACKFILL TO ALLOW THAT THE NEW STRUCTURE BE PLACED IN THE PIPES PRIOR TO BEGINNING IN-PIPE STREAM SIMULATION AND OTHER SITE WORK. ALTERNATIVES SHALL BE SUBMITTED TO THE CO FOR APPROVAL.

14. PROJECT LOCATIONS WILL BE WITHIN CLOSE PROXIMITY OF THE BLUE DUCK AND DEAD CIRCLE TRAIL SALVATION PROJECT. CONTRACTOR AVOID ANY ACTIVITIES THAT MAY IMPACT THESE OR OTHER GOVERNMENT PROJECTS WITH BOTH THE FOREST SERVICE AND/OR OTHER CONTRACTORS TO LIMIT WORK DELAYS.

15. CONTRACTOR SHALL ENSURE THAT ALL EQUIPMENT IS CLEAN AND REEDY PRIOR TO MOBILIZATION TO PROJECT SITE. AN INSPECTION SHALL BE COORDINATED WITH THE CO PRIOR TO EQUIPMENT BEING MOBILIZED TO THE SITE.

