

Exhibit A-1

Project ITB-DH-2017-04

North Overflow Channel

PROJECT MANUAL AND BID DOCUMENTS

NORTH OVERFLOW CHANNEL PROJECT

Lyons, Colorado

March 24, 2017

BID SET

Town of Lyons

PO Box 49
432 5th Avenue
Lyons, Colorado 80540
303-823-6622

Copies of bidding documents obtained from any source other than the Town of Lyons or Rocky Mountain E-Purchasing are not considered authorized copies. Only vendors who obtain bidding documents from either the Town or Rocky Mountain E-Purchasing system are guaranteed to receive addendum information, if such information is issued. **If you have obtained this document from a source other than the Town of Lyons or the Rocky Mountain E-Purchasing system, it is recommended that you obtain an official copy.**

Contract Documents
NORTH OVERFLOW CHANNEL PROJECT

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Town of Lyons, Colorado
 432 5th Avenue
 P.O. Box 49
 Lyons, CO 80540

NORTH OVERFLOW CHANNEL PROJECT

DATE:	March 24, 2017
FOR:	North Overflow Channel Project Lyons, Colorado
TOWN PROJECT NO.	ITB-DH-2017-04
DATE OF BID OPENING:	April 13, 2017
TIME OF BID OPENING:	11:00 A.M.
LOCATION OF BID OPENING:	432 5th Avenue Lyons, Colorado

Copies of bidding documents obtained from any source other than the Town of Lyons or Rocky Mountain E-Purchasing are not considered authorized copies. Only vendors who obtain bidding documents from either the Town or Rocky Mountain E-Purchasing system are guaranteed to receive addendum information, if such information is issued. **If you have obtained this document from a source other than the Town of Lyons or the Rocky Mountain E-Purchasing system, it is recommended that you obtain an official copy.**

Each Bid shall be made on the forms included in the Contract Documents and no Bidder may withdraw their Bid for a period stipulated in the Instructions to Bidders. Each Bid must be accompanied by:

1. Bid Bond on an approved form in an amount equal to ten percent (10%) of the Bid price, made payable to the Board of Trustees, Town of Lyons, State of Colorado, which shall be considered as liquidated damages and shall be forfeited to the Town if said Bid is accepted and the Bidder fails to execute the Contract and file the required Documents within ten (10) days after the acceptance of the Contractor's Bid by the Board of Trustees;
2. Contractors Certificate of Compliance for prime and all sub-contractors;
3. Proposal Acknowledgement form for Prime Contractor;
4. Signed Bid Proposal;
5. Completed Unit Price Bid Form;
6. Completed Bid Alternate Form;
7. Complete Unit Price form for additional work;
8. Proposed Project Schedule;
9. Special forms as required by the CDBG special requirements.

The successful Bidder will be required to furnish, as part of the Contract Documents: Signed Contract; Signed Certificate of Compliance, Signed Construction Agreement; Signed Additional Provisions; Insurance certificates in the amount specified in the Contract Documents, a Performance Bond and Labor & Materials Payment Bond, each in an amount equal to 100% of its Contract price, said bonds to be issued by a responsible corporate surety approved by the Board of Trustees and shall guarantee the faithful performance of the Contract and the terms and conditions therein contained and shall guarantee the prompt payment of all materials and labor and protect and save harmless the Town from claims and damages of any kind caused by the operations of the Contractor.

The Town of Lyons will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities. Persons needing accommodations or special assistance should contact the Town at hr@townoflyons.com as soon as possible, but no later than 72 hours before the scheduled event.

**A optional pre-bid meeting will be held Monday, April 3, 2017 at 10 A.M. at Town Hall,
432 5th Avenue, Lyons, CO**

Questions regarding the documents should be sent to the office of the Project Manager, David Hook, by e-mail at dhook@townoflyons.com before 4 P.M. on Thursday, April 6, 2017. Subject line of e-mail shall state Project Name. Include name and e-mail address of person asking question for return distribution.

1. Late or unsigned bids will not be accepted or considered.
2. The Contract will be awarded to that responsible bidder whose bid, conforming to the invitation for Bids, will be most advantageous to the Town, considering price, quality, and conditions of contract and delivery.
3. The Town reserves the right to reject any or all bids and to waive informalities and minor irregularities in bids received, and to accept any portion of bid or all items bid.
4. Bids must be returned in SEALED ENVELOPE UPON WHICH IS SHOWN PROJECT TITLE, PROJECT NUMBER AND BID OPENING DATE.

BIDDER ACKNOWLEDGES RECEIPT OF ADDENDUM NO. 1____, NO. 2____. NO. 3____

The Town of Lyons, State of Colorado, hereinafter referred to as the "Owner" invites bids for the construction work specified below. Bids will be received by the Owner at the Town of Lyons, 432 5th Avenue, Lyons, Colorado 80540 as specified on the Invitation to Bid at which time and place they will be opened and read aloud. Proposals to be entitled to consideration shall be submitted in accordance with the following instructions:

1. THE WORK

The work for which bids will be submitted is generally described in the Bid Documents, Section II. All work must be completed in accordance with the plans and specifications and any approved and agreed upon amendments there to.

2. EXAMINATION OF SITE AND DOCUMENTS

Each bidder shall visit the site of the proposed work and shall completely inform themself(s) relative to construction hazards and procedure, labor, and all other conditions and factors, local and otherwise, which would affect prosecution and completion of the work and its cost. Such considerations shall include the arrangement and condition of existing improvements, the procedure necessary for maintenance of operation of existing facilities, the availability and cost of labor, and facilities for transportation, handling and storage of materials and equipment. All such factors shall be properly investigated and considered in the preparation of the bid. Each bidder shall so fully examine the plans and specifications and acquaint himself/herself with their requirements and with the conditions surrounding the construction on the site that he/she shall be fully familiar with and informed of all facilities, difficulties, and problems attendant on prosecution of the work. In case of disagreement between drawings and specifications or within either document itself, the better quality or greater quantity of work shall be figured in the bid. It shall be the responsibility of the bidder to direct to the attention of the Engineer and Owner in writing and at least forty-eight (48) hours

prior to the time set for the opening of the bids, any seeming inconsistencies, ambiguous requirements, omissions, or any other matter which seems to require explanation, and to request clarification. The submission of a bid shall be taken as *prima facie* evidence of compliance with this requirement and as an acknowledgement that the bidder has received all the required documents and has visited the site. There will be no subsequent financial adjustment for lack of such prior information.

3.

INTERPRETATION

No oral interpretation will be made by anyone to any bidder as to the true meaning of requirements of any part of the drawings, specifications or other proposed Contract Documents. Every request for such interpretation shall be made in writing and addressed and forwarded to the Engineer and the Owner not later than forty-eight (48) hours before the date fixed for opening of bids. The person submitting the request shall be responsible for its prompt delivery. Every interpretation made to a bidder will be in the form of an addendum to the Contract Documents, which, if issued, will be sent as promptly as practicable to all persons to whom the drawings, specifications, and other proposed Contract Documents have been issued. All such addenda shall become part of the Contract Documents and their receipt shall be acknowledged in the Proposal. The Owner will not be responsible for any other explanations or interpretations of the proposed Contract Documents.

4.

BID FORMS AND BOND

The bid forms are included in this package.

Proposals shall be made upon the forms provided.

Bid bond in the amount of Ten (**10%**) percent of the proposal is required for this project.

5. PREPARATION OF BID FORMS

All proposal forms must be prepared in single copy and in conformity with and be based upon and submitted subject to all requirements of the Contract Documents, specifications and drawings. They must be fully completed with all blanks appropriately filled in. Each bid shall be legibly written, printed in ink or typewritten on a separate form other than that provided in the bound copy of the proposed Contract Documents. No alterations in bids, or in the printed forms therefore, by erasures, interpolations or otherwise will be acceptable unless each such alteration is signed or initialed by the bidder. If initialed, the Owner may require the bidder to identify any alteration so initialed. No alteration in any bid, or in the form on which it is submitted, shall be made after the bid has been submitted. It will be the bidder's responsibility to secure any and all addenda from the Engineer. The bidder will be required to acknowledge receipt of all addenda. Owner reserves the right to reject any bid which is received which has not been based upon all addenda issued by the Engineer.

No bidder may submit more than one bid. Multiple bids under different names will not be accepted from one firm or association.

6. PERFORMANCE GUARANTEES

Performance bond, labor and material bond, and certificates of required insurance, all within ten (10) calendar days after date of offer is made by the Owner. The Owner shall require the bidder to whom a Contract is awarded to furnish to the Owner both Performance and Labor and Material

Payment bonds in the amount of one hundred (100%) percent of the Contract price, covering the faithful performance of the Contract and the payment of all obligations arising there under, and that the bidder will further provide warranties as required by the specifications or General Conditions.

The Bond shall be executed on the forms included with the Contract Documents (forms shall not be removed from the Contract Documents; bidders shall obtain original copies of the bond forms from the Owner) by a surety company authorized to do business in the State of Colorado and acceptable as surety to the Owner. Accompanying each bond form shall be a "Power of Attorney", authorizing the attorney in fact to bind the surety company and certified to include the date of the bond.

7.

SIGNATURE OF BIDDERS

Each bidder shall sign the bid form using his/her usual signature and giving his/her full business address. If the bidder is an individual, he/she must sign in individual capacity. Bids by partnerships shall be signed with the partnership name followed by the signature and designation of one of the partners or other authorized representative.

Bids by a corporation shall be signed with the name of the corporation followed by the signature and designation of the president or other person authorized to bind the corporation and attested to by the secretary with corporate seal. Bids by joint ventures shall be signed by each participant in the joint venture or by an authorized agent of each participant. The names of all persons signing should also be typed or printed below the signature. A bid by a person who affixes to his/her signature the word "president" "secretary" "agent" or other designation without disclosing his/her principal may be held to be the bid of the individual signing.

When requested by the Owner, evidence of the authority of the person signing shall be furnished.

8. SUBMISSION OF BIDS

Bid documents shall be enclosed in two envelopes (outer and inner), or one opaque envelope, each of which shall be sealed and clearly labeled "**BID DOCUMENTS**" and identified with the description of the work to which the proposal applies; the name of the project; the name and address of the bidder; and the time of the opening of bids; all in prominent lettering so as to guard against opening prior to the stipulated time. No responsibility shall attach to any employee of the Owner for the premature opening of any bid not prominently identified. The bidder shall be responsible for placing his/her firm name and name and number of the project and the time of the bidding on the outside of such bid envelope.

The Bid Documents shall be submitted by the time and at the location as noted in the Invitation to Bid and these instructions. Bids received after the specified time of closing will be returned unopened.

The submission shall include the signed proposal, the bid form, the bid alternate form (if provided), contractors qualification questionnaire (if required), signed proposal, record of Affirmative Action steps taken, Contractors Certificate(s) of compliance, Proposal Acknowledgement Form, and the completed bid bond.

9. WITHDRAWAL OF BIDS

Any bidder may withdraw their bid if written request for withdrawal signed in the same manner and by the same person who signed the proposal form is received by the individual of the Town requesting the bids prior to the time established for the opening of the bids.

No bidder may withdraw his/her bid for forty-five (45) calendar days after the scheduled time set for the opening thereof, or before the award of the Contract, unless said award is delayed for a period exceeding forty-five (45) calendar days.

10. MODIFICATIONS TO BID

No oral or telephone modifications will be considered. Any bidder may modify his/her bid at any time prior to the scheduled closing time, provided such modification is in written form, signed by the same person who signed the proposal form, and submitted in a sealed envelope in accordance with the instructions set forth in this document.

11. ACCEPTANCE OF BIDS

The Owner reserves the right to accept the bid which in its judgment is the lowest responsible and responsive bid or to reject any and all bids and alternatives and to waive or disregard irregularities or informalities in any bid as it may deem to be in the best interest of the Town. The Board may consider as irregular any bid on which there is an alteration of, or departure from, the bid form hereto attached. Final determination of compliance with the bidding requirements will rest with the Owner.

12. INSURANCE

Throughout the life of the Contract, the contractor will be required to carry the types and amounts of insurance set forth in the General Conditions and to keep on file with the Owner current certificates evidencing such coverage's. Insurance certificate shall be on Owner's forms.

13. REQUIRED FORMS

Successful bidder will be required to submit within ten (10) days of Notice of Award: The completed Performance Bond, and Material and Payment Bond; Insurance Certificates;

and signed Agreement, all on Town forms or approved alternates.

Successful Bidder will further be required to submit as soon as possible after the Notice to Proceed: The completed Schedule of Values and the Request for Approval of Subcontractors, both on the Town forms.

14. TIME OF COMPLETION AND LIQUIDATED DAMAGES

The bidder must agree to commence work within ten (10) days of the issuance of the written "Notice to Proceed" by the Owner and to fully complete the project by the time listed in the Bid Documents. The Owner will issue the "Notice to Proceed" within one month (30) calendar days after opening of bids. The bidder must agree also to pay as liquidated damages, the sum as stated for each consecutive calendar day thereafter as provided in the General Conditions.

15. PERMITS AND FEES

Each contractor shall secure and pay for the permits and any inspection fee required for the execution of his/her work. The Town is exempt from paying certain fees and it will be the contractor's responsibility to acquaint themselves(s) with the laws and regulations governing said fees. Attention is directed to the requirements of the General Conditions regarding obtaining permits.

16. TAXES

The Owner is exempt from the collection and payment of state sales and use taxes on any materials, supplies or other equipment used or installed in the work. The contract bid amount and any agreed upon variations thereof shall not include the cost of any such taxes. It shall be the responsibility of each trade contractor to complete and file an "Application for Exemption Certificate" with the Colorado Department of Revenue and submit copies of such Certificate to the

Owner upon award of the Contract and prior to commencing any work. Attention is directed to the requirements of the General Conditions.

17. EQUAL OPPORTUNITY EMPLOYMENT

The Town is an equal opportunity employer. Businesses owned and operated by minorities or women are encouraged to submit bids. Bidders to whom a contract is awarded are encouraged to solicit bids for subcontracts from businesses owned and operated by minorities and women. Bidders to whom a contract is awarded shall not discriminate on the basis of race, color, national origin, sex, religion, age or disability in the award or performance of subcontracts, including the procurement of material.

18. APPLICABLE LAWS AND REGULATIONS

Each bidder shall familiarize himself/herself with all state and local laws, codes, ordinances, and regulations which might in any manner affect the work to be done; the materials to be supplied; the taxes, permits, and fees to be paid; or the labor to be employed in and about the work. A plea of misunderstanding or ignorance on the part of any successful bidder will not in any way excuse such bidder from the necessity of full compliance with every such law, code, ordinance, or regulation. All state and local laws, codes and ordinances and regulations which are applicable shall be complied with including but not limited to those specified in these documents.

19. CONTRACTOR'S LICENSE

Any successful bidder shall be required to obtain the necessary and applicable Contractor's License from the Town or the State of Colorado.

20. SPECIAL CONSIDERATIONS FOR

**FEMA, CDBG-DR AND OTHER GRANT
FUNDED PROJECTS**

Bidder understands that the Town of Lyons has received grant funding for these projects and that certain requirements for reporting and contracting are necessary. These requirements are listed in the bid documents as they apply to each project.

END OF INSTRUCTIONS TO BIDDERS

Town of Lyons, Colorado
North Overflow Channel Project

CONTRACTOR QUALIFICATIONS

		Yes	No
1	Has the Contractor completed similar types of projects in existing neighborhoods within the last 5 years?		
2	Can the Contractor provide references for each of the projects in response to no. 1 above?		
3	Can the Contractor provide the required Insurance and Bonding Requirements listed in the General Conditions of the Contract?		
4	Can the Contractor commit the necessary manpower and equipment to provide the services within the required time frames?		

Contractor Shall Provide References Here:

R1	
R2	
R3	
R4	
R5	

FOR: NORTH OVERFLOW CHANNEL PROJECT

DATE: _____

PLACE: Lyons, Colorado

PROJECT: **North Overflow Channel Project – CWCB and CDBG-DR**
Town of Lyons, Colorado

Proposal for _____
hereinafter called "**Bidder**" *a corporation organized and existing under the laws of the State of _____, *a partnership, or *an individual as _____
(*Strike out inapplicable phrases.)

To: **THE TOWN OF LYONS**
PO Box 49
Lyons, Colorado 80540

The Bidder in compliance with your specifications and project manual dated March 24, 2017 for bids for the North Overflow Channel Project submits this proposal for a Not-To-Exceed price contract based on quantities and unit prices.

The Bidder, having examined the plans and specifications with related documents, and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies, and to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which the Proposal is a part.

Bidder hereby agrees to commence work under this Contract on a date to be specified in a written "Notice to Proceed" by the Owner and to fully complete the project within the construction period stated herein.

Construction Time: Bidder understands that the work must be fully completed by June 15, 2017 as set forth in the "Instruction to Bidders" with interim milestones as set forth in the contract documents.

Bidder acknowledges receipt of the following addenda: No. 1 _____; No. 2 _____; No. 3 _____

BASE PROPOSAL:

As set forth in the Specifications and Drawings, Bidder agrees to fully complete the project for the

sum of (written) _____ Dollars
(\$ _____)

(Amount shall be shown in both written form and figures. In case of discrepancy between the written amount and the figures, the written amount will govern. Bid number will be confirmed by summation of Summary of Quantities Sheet)

ALTERNATES: (Itemize alternates and indicate whether the alternate is an additive or deductive alternate.)

See Bid Form.

SPECIAL PROVISIONS:

Bidder acknowledges reading and understands special provisions.

(Initial)

Bidder understands that the Town Board reserves the right to reject any or all bids and to waive any informality in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of forty-five (45) calendar days after the scheduled closing time for receiving bids.

It is understood that this bid becomes a part of the Contract Documents upon the signing of the Contract, and failing to comply with any part of this bid will be taken as failure to comply with said Contract and will be just cause for rejection of the work.

Upon receipt of Notice of Award of this Bid, Bidder will execute the formal contract within ten (10) days and deliver Certificates of Insurance and a surety bond or bonds as required by the General Conditions for the faithful performance of this Contract.

SIGNATURE PAGE FOLLOWS

Respectfully submitted,

(Bidder)

By: _____

Title: _____

(Business Address)

Bid Form

Item #	Description	Units	#	Unit Price	Total
1	Mobilization	LS	1		\$0.00
2	Construction Layout & Staking	LS	1		\$0.00
3	Site Preparation				
3.1	Clearing & Grubbing	ACRE	1.3		\$0.00
3.2	Tree & Stump Removal, > 4" diameter	EA	2		\$0.00
4	Earthwork Excavation - Bank and Channel Grading				
4.1	Unclassified Excavation - Cut & Haul	CY	2200		\$0.00
4.2	Unclassified Excavation - Load & Haul Stockpile	CY	600		\$0.00
5	Rip Rap				
5.1	Channel Crest	CY	375		\$0.00
5.2	Channel Toe	CY	80		\$0.00
6	Topsoil, 4" thick	CY	300		\$0.00
7	Drop Structures (6 total; 24" riprap)	CY	450		\$0.00
8	Revegetation/Reseeding	LS	1		\$0.00
10	Wattles, 12"	LF	200		\$0.00
10	Vehicle Tracking Control Pad	EA	1		\$0.00
11	Rock Check Dam	EA	1		\$0.00
				TOTAL:	\$0.00

TOWN OF LYONS, COLORADO
CONSTRUCTION AGREEMENT
Project Number ITB-DH-2017-04 ("Project")

This AGREEMENT is made and entered into this _____ day of _____, 2015, by and between the TOWN OF LYONS, COLORADO, a municipal corporation of the State of Colorado, with offices at 432 5th Avenue, Lyons, Colorado 80540 (the "Town" or "Owner"), and _____, whose address is _____ (the "Contractor").

WITNESSETH

WHEREAS, the Town desires to obtain all necessary components to complete the scope of work for a RFP or Bid Pack No. **ITB-DH-2017-04** ("Bid Pack") issued by the Town; and

WHEREAS, in response to the Bid Pack, the Town received bids or proposals, including one from the Contractor ("Bid Proposal"); and

WHEREAS, the Town has reviewed the Bid Proposal from the Contractor for the completion of said work, and the Town finds said Bid Proposal acceptable and deems it the lowest responsible and responsive Bid proposal received; and

WHEREAS, the Town desires to contract with the Contractor subject to the terms of this Agreement and all other Contract Documents.

NOW, THEREFORE, for the consideration herein expressed, it is agreed as follows by and between the Town and the Contractor that the Contractor shall perform the following:

THE PARTIES AGREE AS FOLLOWS:

1.00 SCOPE OF WORK: The Contractor will furnish all tools, equipment, machinery, materials, supplies, superintendence, insurance, transportation, and other construction accessories, and services specified or required to be incorporated in and form a permanent part of the construction and completion of the work proposed to be done under this Agreement ("Work" or "Scope of Work"). In addition, the Contractor shall provide and perform all necessary labor in a first-class and workmanlike manner and in accordance with the conditions and prices stated in the Bid Proposal and the requirements, stipulations, provisions, and conditions of the Contract Documents and Design Documents, including Plans and Specifications, as defined in the attached General Conditions. The Contractor shall further perform, execute, construct, and complete all things mentioned to be done by the Contractor and all work covered by the Owner's official award of this contract to the Contractor, such award being based on the acceptance by the Owner of the Contractor's bid, or part thereof.

2.00 THE CONTRACT DOCUMENTS: This Agreement incorporates all the Contract Documents, which together represent the entire and integrated agreement between the parties hereto and supersede prior negotiations, written or oral representations and agreements. The Contract Documents consist of this Construction Agreement, which Agreement also incorporates by this reference all of the instruments set forth in the Project Manual and Bid Documents as fully as if they were set forth in this Agreement in full. The documents consist of without limitation, the following documents:

1. Invitation to Bid and Instructions to Bidders
2. Contractor's Bid Form (with Unit Pricing as indicated)

3. This Construction Agreement and any Addendums or Attachments thereto including (if checked)
 - Attachment A, Federal Emergency Management Agency's ("FEMA") Grant Program Requirements for Procurement Contracts if FEMA funding is used for the Work
 - Attachment B, Colorado Community Development Block Grant Disaster Recovery Program funds (hereinafter referred to as CDBG-DR funds) Requirements for Contracts if CDBG-DR funding is used for the Work
 - Attachment C, Department Of Commerce Economic Development Administration ("EDA") Requirements for Procurement Contracts if EDA funding is used for the Work.
4. Performance and Payment Bond
5. Bid Proposal
6. Notice of Award
7. Notice to Proceed
8. Bid Bond (Minimum 5% equivalent of the Bid Proposal price or as otherwise set forth in the Bod Bond form provided as part of the Bid Pack)
9. General Conditions
10. The Following Documents if the Box is Checked:
 - Special Provisions
 - Design Documents, including all Drawings and Plans
 - Specifications
 - Addendums to Specifications and Standards
 - Town of Lyons Manual of Design Criteria and Standard Specifications
 - Change Orders, Field Orders or other similar revisions properly authorized after the execution of this Agreement
 - Others: 2011 CDOT STANDARDS FOR ROAD AND BRIDGE CONSTRUCTION WITH STANDARD AMENDMENTS, EXCEPT AS SUPERCEDED BY TOWN SPECIFICATIONS; 2012 CDOT M&S STANDARD PLANS

3.00 TIME AND COMMENCEMENT OF COMPLETION: This Agreement shall commence as of the date the Agreement is fully executed by both parties and shall continue through June 15, 2017 or until the Scope of Work is completed.

4.00 LIQUIDATED DAMAGES: All time limits stated in this Agreement and the Contract Documents are of the essence of the Agreement. The Town and Contractor recognize the completion of the work as shown in the contractual time frame, or as extended, is important to the ongoing operations of the Town and its citizens. They also recognize that delays include expenses to the Town for extended manpower commitments, outside consultant commitments, and potentially other legal fees to extend the project beyond the expected time period.

- If this box is checked, in lieu of requiring any such proof and backup for such expenses, Contractor agrees that liquidated damages (not penalties) may be assessed by the Owner in the sum of **\$500.00 per day** for each day after the contract time frame expires
- If this box is checked, in addition or in lieu of the daily damages (if checked above), Contractor agrees that lump sum liquidated damages (not penalties) may be assessed by the Town in a *lump sum payment of \$_____ .00 if the work is not completed by _____ .20*.

5.00 CONTRACT SUM AND PAYMENT: The Owner shall pay to the Contractor for performance of the Work encompassed by this Agreement, and the Contractor will accept as full compensation therefore the sum of:

(Written) _____ DOLLARS (\$_____.00) subject to adjustment as provided by the Contract Documents ("Contract Price"). The Town has appropriated sufficient funds for completion of this Work.

- a. Monthly, partial, progress payments shall be made by the Town to the Contractor for the percentage of the Work completed, subject to inspection by Town staff to verify percentage of completion. The Town alone shall determine when work has been completed and progress payments shall not constitute a waiver of the right of the Town to require the fulfillment of all terms of this Agreement and the delivery of all improvements embraced in this Agreement complete and satisfactory to the Town in all details. The Town, before making any payment, may require the Contractor to furnish releases or receipts from any or all persons performing work under this Agreement and/or supplying material or services to the Contractor, or any subcontractor if this is deemed necessary to protect the Town's interest. The Town, however, may in its discretion make payment in part or full to the Contractor without requiring the furnishing of such releases or receipts.
- b. By the ____ day of each month, Contractor shall submit to the Town for review and approval, an application for payment fully completed and signed by Contractor covering the work completed through the last day of the prior month and accompanied by such supporting documentation as is required by these Contract Documents, including without limitation, time sheets, invoices, receipts, bills of lading, and all other documents the Town may require. Materials on hand but not complete in place may or may not be included for payment at the discretion of the Town. **These applications for payment should be emailed to ap@townoflyons.com, or mailed to: Town of Lyons, PO Box 49, Lyons, CO 80540.** Each subsequent application for payment shall include an affidavit of Contractor providing that all previous progress payments received on account of the work have been applied to discharge in full all of Contractor's obligations reflected in prior applications for payment. Notwithstanding the progress payments, it is the intent and purpose of the Town to withhold at least ten percent (10%) of payments to Contractor in accordance with Article 91, Title 24, C.R.S.

6.00 ACCEPTANCE AND FINAL PAYMENT: Final payment may be requested by the Contractor upon completion and acceptance, by the Town, of all work as set forth in the Contract Documents. The total amount of final payment shall consist of the Contract Price, as adjusted in accordance with approved change orders, if applicable, less all previous payments to the Contractor.

7.00 MODIFICATIONS AND AMENDMENTS: Should work beyond that described in the Contract Documents be required, it will be paid for as extra work at a cost to be agreed upon in separate written agreement by the Town and the Contractor prior to commencement of the additional work. Such additional agreements shall be executed and approved by all persons required by Town purchasing ordinances or policies. Unless specifically excluded, such written agreements shall be considered part of the Contract Documents.

8.00 CONTRACTOR'S REPRESENTATIONS: In order to induce the Town to enter into this Agreement, the Contractor makes the following representations:

a. The Contractor has familiarized itself with the nature and the extent of the Contract Documents, Scope of Work, the locality, all physical characteristics of the area of the work within the Scope of Work, including without limitation, improvements, soil conditions, drainage, topography, and all other features of the terrain, and with the local conditions and federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect cost, progress, or performance of the work, or apply in any manner whatsoever to the work.

b. Contractor has carefully considered all physical conditions at the site and existing facilities affecting cost, progress, or performance of the work.

c. Contractor has given the Town written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents and such documents are acceptable to the Contractor.

d. Contractor shall not extend the credit or faith of the Owner to any other persons or organizations.

9.00 INSURANCE: Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all obligations assumed by the Contractor pursuant to this Agreement. Contractor shall not commence work under this Agreement until it has obtained all said insurance required by the Contract Documents and such insurance has been approved by the Town. The Contractor shall not allow any subcontractor to commence work on this project until all similar insurance required of the subcontractor has been obtained and approved. For the duration of this Agreement, the Contractor must continuously maintain the insurance coverage required in this section, with the minimum insurance coverage listed below:

a. Worker's Compensation in accordance with the Worker's Compensation Act of the State of Colorado and any other applicable laws for any employee engaged in the performance of Work under this contract.

b. Comprehensive General liability insurance with minimum limits of TWO MILLION DOLLARS (\$2,000,000) per each occurrence, AND ONE MILLION DOLLARS (\$1,000,000) aggregate, plus an additional amount sufficient to pay related attorneys' fees and defense costs. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.

c. Comprehensive Automobile Liability insurance with minimum limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) per each occurrence, plus an additional amount sufficient to pay related attorneys' fees and defense costs, with respect to each of the Contractor's owned, hired or non owned vehicles assigned to or used in performance of this contract.

d. Builder's Risk insurance with minimum limits of not less than the insurable value of the work to be performed under this contract at completion less the value of the materials and equipment insured under installation floater insurance. The policy shall be written in completed value form and shall protect the Contractor and the Town against risks of damage to buildings, structures, and materials and equipment not otherwise covered under Installation Floater insurance, from the perils of fire and lightning, the perils included in the standard coverage endorsement, and the perils of vandalism and malicious mischief. Equipment such as pumps, engine-generators, compressors, motors, switch-gear, transformers, panel-boards, control equipment, and other similar equipment shall be insured under Installation Floater insurance when the aggregate value of the equipment exceeds \$10,000. The policy shall provide for losses to be payable to the Contractor and the Town as their interests may appear. The policy shall contain a provision that in the event of payment for any loss under the coverage provided, the insurance company shall have no rights of recovery against the Contractor or the Town.

e. If this box is checked, Professional Liability/Errors and Omission in an amount not less than _____ MILLION DOLLARS (\$____,000,000).

Certificates of insurance shall be completed by the Contractor's insurance agent as evidence that policies providing the required coverage, conditions, and minimum limits are in full force and effect, and shall be subject to review and

approval by the Town. The policies required above shall be endorsed to include the Town and the Town's officers and employees as additional insureds. Every policy required above shall be primary insurance and any insurance carried by the Town, its officers, or its employees, or carried by or provided through any self-insurance pool of the Town, shall be excess and not contributory insurance to that provided by the Contractor. Contractor shall be solely responsible for paying any and all deductibles.

Each certificate shall identify this Agreement or the project set forth in the Scope of Work and shall provide that the coverage afforded under the policies shall not be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the Town. If the words "endeavor to" appear in the portion of the certificate addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

10.00 BONDS: Contractor shall furnish a performance bond, payment bond, and warranty bond in an amount determined by the Town, but in any event at least equal to the Contract Price, as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents, including but not limited to the guaranty period. These bonds shall remain in effect at least until one year after the date of final payment. All bonds shall be in the forms prescribed by the Contract Documents and be executed by such sureties as (i) are licensed to conduct business in the State of Colorado and (ii) are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570, amended, by the Audit Staff, Bureau of Account, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of the authority to act. If the surety on any bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in Colorado is terminated, or it ceases to meet the requirements of clauses (i) and (ii) of this section, Contractor shall, within five (5) days thereafter, substitute another bond and surety, both of which shall be acceptable to the Town.

11.00 NO WAIVER OF GOVERNMENTAL IMMUNITY: The parties hereto understand and agree that the parties are relying on, and do not waive or intend to waive by any provision of this Agreement or the remainder of the Contract Documents, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, §24-10-101 et seq., 10 C.R.S., as from time to time amended, or otherwise available to the parties, their officers, agents or their employees.

12.00 INDEMNIFICATION: The Contractor agrees, to the fullest extent permitted by law, to indemnify, defend and hold the Town, the United States Government, FEMA (if FEMA funding is part of the funding for the Work), the State of Colorado, their agencies, employees, officials and agents ("Indemnitees") harmless from any and all claims, settlements, judgments, damages and costs, including reasonable attorney fees, of every kind and nature made, to include all costs associated with the investigation and defense of any claim, rendered or incurred by or on behalf of the Indemnitees, that may arise, occur, or grow out of any errors, omissions, or negligent acts, done by the Contractor, its employees, subcontractors or any independent consultants working under the direction of either the Contractor or any subcontractor in the performance of this Contract.. The Contractor is not obligated to indemnify the Town for the Town's own negligence.

13.00 TERMINATION FOR CONVENIENCE: This Agreement and the performance of the Scope of Work hereunder may be terminated at any time in whole, or from time to time in part, by the Town for its convenience. Any such termination shall be effected by delivery to the Contractor of a written notice ("Notice of Termination") specifying the extent to which performance of the Scope of Work is terminated and the date upon which termination becomes effective. If the Agreement is terminated, the Contractor shall be paid on a pro rated basis of work status satisfactorily completed, under the detailed Scope of Work. The portion of the Scope of Work satisfactorily completed but not yet

accepted by the Town shall be determined by the Town.

14.00 EVENTS OF AND TERMINATION FOR DEFAULT:

- (1) The Town may serve written notice upon the Contractor of its intention to terminate this Agreement in the presence of one of the following events of default:
 - a. Contractor should fail to initiate the Scope of Work at the agreed upon time;
 - b. The performance of the Scope of Work is being unnecessarily or unreasonably delayed;
 - c. The Scope of Work is not completed within the time specified or within the time to which completion of the Scope of Work has been extended;
 - d. Contractor should fail to make prompt payments for labor, materials or to subcontractors;
 - e. Contractor shall willfully violate this Agreement or disregard laws, ordinances or instructions of the Town;
 - f. Contractor shall abandon performance of the Scope of Work;
 - g. The Contract or any part thereof has been assigned, transferred or sublet without Town approval;
 - h. Contractor shall become insolvent or adjudged bankrupt; or
 - i. Contractor shall refuse to remove materials or perform any work within the Scope of Work as shall have been rejected as defective or unsuitable.
- (2) Such written notice shall contain the reasons for the intention to terminate this Agreement and provide a five (5) business day period during which the Contractor may cure the event of default. A failure to timely cure the event of default shall authorize the Town to immediately terminate this Agreement and take whatever steps it deems necessary to complete the Scope of Work, if so desired by the Town in its sole discretion. The costs and charges incurred by the Town, together with the costs of completion of the Scope of Work shall be deducted from any monies owed to Contractor. If the expense incurred by the Town is greater than the sums payable under this Agreement, the Contractor shall pay the Town, within sixty (60) days of demand therefor the amount of such excess cost suffered by the Town.

15.00 LIABILITY FOR EMPLOYMENT-RELATED RIGHTS AND COMPENSATION: The

Contractor will comply with all laws, regulations, municipal codes, and ordinances and other requirements and standards applicable to the Contractor's employees, including, without limitation, federal and state laws governing wages and overtime, equal employment, safety and health, employees' citizenship, withholdings, reports and record keeping. Accordingly, the Town shall not be called upon to assume any liability for or direct payment of any salaries, wages, contribution to pension funds, insurance premiums or payments, workers' compensation benefits or any other amenities of employment to any of the Contractor's employees or any other liabilities whatsoever, unless otherwise specifically provided herein.

The Town will not include the Contractor as an insured under any policy the Town has for itself. The Town shall not be obligated to secure nor provide any insurance coverage or employment benefits of any kind or type to or for the

Contractor or the Contractor's employees, sub-consultants, subcontractors, agents, or representatives, including but not limited to coverage or benefits related to: local, state, or federal income or other tax contributions, FICA, workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension or retirement account contributions, profit sharing, professional liability insurance, or errors and omissions insurance. The following disclosure is provided in accordance with Colorado law:

CONTRACTOR ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS CONTRACTOR OR SOME ENTITY OTHER THAN THE TOWN PROVIDES SUCH BENEFITS. CONTRACTOR FURTHER ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO WORKERS' COMPENSATION BENEFITS. CONTRACTOR ALSO ACKNOWLEDGES THAT IT IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED OR PAID PURSUANT TO THIS AGREEMENT.

To the maximum extent permitted by law, the Contractor waives all claims against the Town for any Employee Benefits; the Contractor will defend the Town from any claim and will indemnify the Town against any liability for any Employee Benefits for the Contractor imposed on the Town; and the Contractor will reimburse the Town for any award, judgment, or fine against the Town based on the position the Contractor was ever the Town's employee, and all attorneys' fees and costs the Town reasonably incurs defending itself against any such liability.

16.00 GOVERNING LAW AND VENUE: Venue for any and all legal matters regarding or arising out of the transactions covered herein shall be solely in the District Court in and for Boulder County, State of Colorado. This transaction shall be governed by the laws of the State of Colorado.

17.00 ASSIGNMENT: The Contractor shall not assign any of his rights or obligations under this Agreement without the prior written consent of the Town. Upon any assignment even though consented to by the owner, the Contractor shall remain liable for the performance of the work under this agreement.

18.00 LAWFUL PERFORMANCE: It is further agreed that no party to this Agreement will perform contrary to any state, federal, or county law, or any of the ordinances of the Town of Lyons, Colorado.

19.00 INVALID SECTIONS: Should any section of this Agreement be found to be invalid, it is agreed that all other sections shall remain in full force and effect as though severable from the invalid part.

20.00 NOTICE: Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by delivery of same in person to the addressee or by courier delivery via Federal Express or other nationally recognized overnight air courier service, by electronically-confirmed facsimile or email transmission, or by depositing same in the United States mail, postage prepaid, addressed as follows:

The Town:	Town of Lyons Attention: Town Administrator 432 5 th Avenue P O Box 49 Lyons, CO 80540
With copies to:	Town of Lyons Town Attorney c/o Widner, Michow & Cox, LLP 13133 East Arapahoe Road, Suite 100 Centennial, CO 80112

Contractor:

With a copy to:

SIGNATURE PAGE FOLLOWS

ATTEST:

TOWN OF LYONS

By: _____
Debra K. Anthony, Town Clerk

By: _____
Victoria Simonsen, Town Administrator

CONTRACTOR

By: _____

STATE OF _____)

COUNTY OF _____) ss.

The foregoing Construction Agreement was acknowledged before me this _____ day of _____,
20_____, by _____ as

_____.
_____.

Witness my hand and official seal.

My commission expires: _____.

Notary Public
**(Required for all contracts pursuant to C.R.S. § 8-40-
202(2)(b)(IV))**



CDBG-DR PUBLIC INFRASTRUCTURE PROGRAM REQUIRED PROCUREMENT AND CONTRACT DOCUMENTS

INSTRUCTION TO BCC PARTNERS AND SPECIAL DISTRICTS

This packet contains general conditions for use with procurement contract and subrecipient agreements that are funded in whole or in part by the U.S. Department of Housing and Urban Development ("HUD") under Title I of the Housing and Community Development Act of 1974 (Pub. L. 93-383) as amended. This Boulder County Collaborative (BCC) Community Development Block Grant – Disaster Recovery (CDBG-DR) required bid and contract documents must be included as an attachment, expressly made a part of, and incorporated by reference.

This is a federally funded project. The contractor and subcontractors must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards contained at 2 CFR Part 200. However, Federal Emergency Management Agency (FEMA) Match projects are required to comply with 44 CFR Part 13.36 instead of 2 CFR Part 200.

Minority and Women Owned Business Enterprises, Labor Surplus Area Firms, and Section 3 Business Concerns seeking bid opportunities under this project are encouraged to respond.

The Provision of this Agreement shall apply to subcontractors and their officers, agents and employees in all respects as if they were employees of the contractor. The contractor shall not be discharged from its obligations and liabilities, but shall be liable for all acts and negligence of subcontractors, and their officers, agents and employees, as if they were employees of the contractor.

FEDERAL REGISTER NOTICES

DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Federal Register Notices applicable to the use of CDBG-DR Funds are available on the HUD Web site at
<https://www.hudexchange.info/cdbg-dr/cdbg-dr-laws-regulations-and-federal-register-notices>.

SECTION 3 NOTICE

HUD recently issued proposed amendments to the Section 3 regulations in 24 CFR Part 135. If HUD finalizes and promulgates the amendments to 24 CFR Part 135 during the term of this Agreement, the Contractor or Subrecipient will be required to adhere to the amended 24 CFR Part 135.

Boulder County Collaborative Community Development Block Grant Disaster Recovery (CDBG-DR) is an Equal Opportunity Employer and no otherwise qualified individual shall be subjected to discrimination on the basis of race, color, religion or religious affiliation, sex, familial status, age, genetics, disability, or national origin in any phase of employment.

Enclosed is a set of documents related to compliance with Federal and local requirements concerning public infrastructure and facilities improvement projects under Boulder County Collaborative CDBG-DR.

Note: This document is to be used as a guide for contractors and subcontractors working on Boulder County Collaborative Community Development Block Grant Disaster Recovery projects. It is not verified to be all inclusive and the contractor is fully responsible for complying with all federal regulations applicable to the CDBG program.

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I. STANDARD CDBG CONTRACT PROVISIONS SUMMARY

1. Contracts other than small purchases shall contain administrative, contractual or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
2. All contracts in excess of \$10,000 shall contain suitable provision for termination for cause and for convenience by the grantee, including the manner by which it will be effected and the basis for settlement.
3. All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees shall contain a provision requiring compliance with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
4. All contracts and subgrants for construction or repair shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in Department of Labor regulations (29 CFR, Part 3).
5. All construction contracts in excess of \$2,000 must include a provision for compliance with the Davis-Bacon Act (40 USC 276a to a-7) as supplemented by Department of Labor regulations (29 CFR, Part 5).
6. Where applicable, all contracts awarded by grantees and subgrantees in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers shall include a provision for compliance with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by the Department of Labor regulations (29 CFR, Part 5).
7. The contract shall include notice of requirements and regulations pertaining to reporting and patent rights respect to any discovery or invention which arises or is developed in the course of or under such contract, and of grantor agency requirements and regulations pertaining to copyrights and rights in data.
8. All negotiated contracts awarded by grantees shall include a provision to the effect the grantee, subgrantee, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and transcriptions.
9. Grantees shall require contractors to maintain all required records for three years after grantees make final payments and all other pending matters are closed.
10. Contracts, subcontracts, and subgrants of amounts in excess of \$150,000 shall contain a provision which requires compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15), which prohibit the use of non-exempt Federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities. The provision shall require reporting of violations to the grant agency and to the USEPA Assistance Administrator for Enforcement (EN-329).
11. Contracts shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

II. APPLICABLE PROVISIONS CHECKLIST

Check all boxes that apply for this procurement/contract, then refer to applicable sections throughout this document.

Type of Contract:

Professional Services Construction

Solicitation Type:

- Small Purchase (under \$150,000 for CDBG-DR projects and \$100,000 for FEMA Match projects or more stringent local requirement)
- Request for Proposals or Requests for Qualifications above the small purchase limit
- Invitation for Bid above the small purchase limit

Applicable Provisions:

- Administrative, Contract, or Legal Remedies (all contracts in excess of \$150,000)
- Termination Clause (all contracts in excess of \$10,000)
- Equal Employment Opportunity (all construction contracts in excess of \$10,000)
- Davis Bacon Act (all construction contracts in excess of \$2,000 except for new construction, rehabilitation, demolition, or elevation of non-contiguous housing units or 8 or less contiguous housing units)
- Contract Work Hours and Safety Standards Act (all contracts in excess of \$100,000 that employ mechanics or laborers)
- Copeland Anti-Kickback Act (if Davis Bacon applies)
- Rights to Inventions Clause (all contracts)
- Clean Air Act and the Federal Water Pollution Control Act (all contracts in excess of \$150,000)
- Debarment and Suspension (all contracts)
- Byrd Anti-Lobbying Amendment (all contracts in excess of \$100,000)
- Procurement of Recovered Materials (all contracts that procure in excess of \$10,000 of materials)
- Section 3 Clause (all contracts in excess of \$100,000)
- Energy Efficiency Clause (all contracts)

Applicable Forms:

Forms to be Submitted WITH Contractor's Bid/Proposal

- MBE/WBE and Labor Surplus Area Procurement Clause
- Form of Statement of Bidder's Qualifications (all bids/proposals)
- Wage/Fringe Benefit Certification Form (only if Davis Bacon applies)
- Bid Bond Certification (5% bond for construction bids over \$100,000)
- Certificate of Corporate Principal (all bids/proposals)
- Certification of Bidder Regarding Equal Employment Opportunity (construction bids over \$10,000)
- Certification of Bidder Regarding Federal Labor Standards and Davis-Bacon Act (only if Davis Bacon applies)
- Certification of Contractor/Subcontractor Regarding Section 3 and Segregated Facilities (only if Section 3 applies)
- Certifications of Bidder Regarding Civil Rights (all bids/proposals)
- Non-Collusion Affidavit of Prime Bidder (all bids/proposals)
- Contractor/Subcontractor's Section 3 Plan (only if Section 3 applies)
- Contractor/Subcontractor's Section 3 Tables A & B (only if Section 3 applies)

Forms to be Submitted PRIOR TO Contract Award

- Certification of Bidder Regarding Section 3 (only if Section 3 applies)
- Section 3 Certification for Business (only if Section 3 applies)
- Report of Additional Classification and Rate (HUD 4230-A form) (only if Davis Bacon applies)
- Performance Bond (100% of contract award for all construction contracts over \$100,000)
- Payment Bond (100% of contract award for all construction contracts over \$100,000)

Additional Forms for Use DURING Contract Term

- Certified Payroll Form (only if Davis Bacon applies)
- Payroll Deduction Authorization Form (only if Davis Bacon applies)
- Other Deductions on Certified Payroll (only if Davis Bacon applies)
- Section 3 Monthly Compliance Form (only if Section 3 applies)
- Employee Data and Certification Form (only if Section 3 applies)
- Section 3 Posted Notice to Project Residents (only if Section 3 applies)
- Required Jobsite Posters
 - Applicable Wage Determination (only if Davis Bacon applies)
 - Equal Employment Opportunity (construction contracts over \$10,000)
 - Employee Rights Under the Davis-Bacon Act (only if Davis-Bacon applies)

III. FEDERAL CONTRACT PROVISIONS

SECTION 1 – GENERAL INFORMATION

CONFLICT OF INTEREST

2 CFR 200.318 & 24 CFR 570.611

In the procurement of supplies, equipment, construction and or services by recipients and subrecipients, any conflict of interest is prohibited. No persons who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

CODE OF CONDUCT

2 CFR 200.317 & 2 CFR 200.318

The recipient of CDBG grant funds shall maintain written standards of conduct governing the performance of employees engaged in the award and administration of contracts stating that no employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest would be involved.

RECORD RETENTION

2 CFR 200.333 & 24 CFR 570.506

Financial records, supporting documents, statistical records and all other records pertinent to a grant shall be retained for a period of five years. If any litigation, claim, negotiation, audit or other action is started before the expiration of the five-year period, the records shall be retained until all litigations, claims or audit findings involving the records have been resolved. The retention period starts from the date of the submission of the final expenditure report or, from the date of the submission of the annual financial status report covering the last expenditure of grant funds for that year.

ACCESS TO RECORDS

2 CFR 200.336

The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers or other records which are pertinent to the grant in order to make audits, examinations, excerpts and transcripts. The right of access in this section must not be limited to the required retention period but shall last as long as the records are retained.

CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(2 CFR 200.326. Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 – 49 CFR 20)

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief that:

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 Federal 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 contract, the making 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.

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 Federal 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 Form to Report Lobbying", in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed with this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 311352. 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 prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such recipients shall certify and disclose accordingly.

RIGHTS TO INVENTIONS MADE BY NONPROFIT ORGANIZATIONS AND SMALL BUSINESS FIRMS UNDER GOVERNMENT GRANTS, CONTRACTS, AND COOPERATIVE AGREEMENTS

2 CFR 200.326 & 37 CFR 401

For any funding agreement (contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority) awarded to a small business firm (defined at 15 U.S.C. 632 and 13 CFR 121.5) or nonprofit organization (except those subject to 35 U.S.C. 212) for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government, the standard clause at 37 CFR 401.14 or the alternative provisions at 37 CFR 401.03 apply.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION PRIMARY COVERED TRANSACTIONS

(2 CFR 200.213 & 2 CFR 200.326. Applicable to all Federal-aid contracts 49 CFR 29)

By signing and submitting this proposal, the prospective primary participant is providing the certification set out below. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the non-procurement portion of the "Lists of Parties Excluded from Federal Procurement or Non-procurement Programs" (Non-procurement List) which is compiled by the General Services Administration.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is reasonably possessed by a prudent person in the ordinary course of business dealings.

If a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property.

Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in this certification; and have not within a 3-year period preceding this application proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION APPLICABLE TO ALL SUBCONTRACTS, PURCHASE ORDERS AND OTHER LOWER TIER TRANSACTIONS OF \$25,000 OR MORE

2 CFR 200.213 & 2 CFR 200.326

By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and or debarment.

The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non procurement List.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

If a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and or debarment.

The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

OTHER PROVISIONS

Any and all contractors, subcontractors, independent contractors, suppliers, facilitators or any person participating in any program or activity receiving federal financial assistance shall:

- a. Prohibit discrimination based on race, color or national origin under Title VI of the Civil Rights Act of 1964;
- b. Prohibit discrimination on the basis of sex under Title VII of the Civil Rights Act of 1964 and amended by the Equal Employment Opportunity Act of 1972;
- c. Prohibit discrimination on the basis of age under the Age Discrimination Act of 1975;
- d. Prohibit discrimination on the basis of disability under Section 504 of the Rehabilitation Act of 1973;
- e. Take affirmative action to employ and advance qualified disabled people under Section 503 of the Rehabilitation Act of 1973
- f. Promote and insure equal opportunity for all persons, without regard to race, color, religion, sex, or national origin under Executive Order 11246 as Amended;
- g. Display posters which summarize the Federal laws prohibiting job discrimination based on race, color, sex, national origin, religion, age, equal pay and disability;
- h. Prohibit discrimination based on disability under the Americans with Disabilities Act of 1990;
- i. Assure that all buildings assigned for public use be designed, constructed and altered so as to be accessible to and usable by persons with physical disabilities under the Architectural Barriers Act of 1968; and
- j. Avoid maintaining or providing any segregated facilities.

Any and all contractors, subcontractors, independent contractors, suppliers, facilitators or any person participating in any program or activity receiving federal financial assistance shall:

- a) Comply with the provisions for the elimination of Lead- Based paint hazards under 24 CFR Part 35;
- b) Take all necessary precautions to guard against damages to property and injury to persons.

SECTION 2 – EQUAL EMPLOYMENT OPPORTUNITY PROVISIONS

NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more)

Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract.

The Equal Opportunity Construction Contractor Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.D. 12101 *et seq.*) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO.

The contractor will work with the awarding agency and the Federal Government in carrying out EEO obligations and in their review of his or her activities under the contract.

The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and for on-the-job training."

EEO OFFICER

The contractor will designate and make known to the awarding agency an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

DISSEMINATION OF POLICY

All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

- a) Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO officer.
- b) All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
- c) All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority employees.

Notices and posters identifying the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

RECRUITMENT OF EMPLOYEES

When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor

will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

In the event the contractor has a valid bargaining agreement providing for exclusive hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementations of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

SELECTION OF SUBCONTRACTORS, PROCUREMENT OF MATERIALS AND LEASING OF EQUIPMENT

The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

The contractor shall notify all potential subcontractors and suppliers of his or her EEO obligations under this contract.

Disadvantaged business enterprises (DBE) as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees.

The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

EEO RECORDS AND REPORTS

The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives. The records kept by the contractor shall document the following:

- a) The number of minority and non-minority group members and women employed in each work classification on the project; The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;
- b) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
- c) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

NONSEGREGATED FACILITIES

Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.

By the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, all parties certify that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location under its control, where segregated facilities are maintained. The contractor agrees that a breach of this certification is a violation of the EEO provisions of this contract. The contractor further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

As used in this certification, the term "segregated facilities" refers to facilities provided for employees which are segregated by explicit directive, or on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override, (e.g. disabled parking).

The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

FALSIFICATION OF DOCUMENTS

The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

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The contractor or subcontractor shall make the records required available for inspection, copying, or transcription by authorized representatives of the awarding agency or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the awarding agency, HUD or DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds of debarment action pursuant to 29 CFR 5.12.

SECTION 3

The purpose of Section 3 requires that recipients of HUD funds and their contractors and subcontractors provide jobs and other economic opportunities to low-income persons. The CDBG project service area for Section 3 compliance will be the nonmetropolitan county.

Contractors and subcontractors participating in federally-assisted projects are required to track and report their activity relative to the hiring and training of low and moderate income persons and the use of local businesses owned by low-income persons. This information must be reported by all contractors and subcontractors prior to project completion utilizing the "Section 3: Economic Opportunities for Low and Very Low Income Persons" form.

All Section 3 covered contracts shall include the following Section 3 clause:

"The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170lu (Section 3). The parties to this contract agree to comply with this Section and certify that they are under no contractual or other impediment that would prevent them from complying with these regulations. The contractor agrees to notify each labor organization or representative workers with which the contractor has a collective bargaining agreement of the contractor's commitments under this Section 3 clause and include this clause in every subcontract subject to compliance with the Section 3 regulations. The contractor will certify that any vacant employment positions, including training positions, that are filled after the contractor is selected but before the contract is executed with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractors obligations under this section of the Code of Federal Regulations. Noncompliance with HUD's regulations in this Part may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts."

OFFICE OF FEDERAL CONTRACT COMPLIANCE (OFCCP)

For federally assisted construction contracts, the OFCCP administers and enforces Executive Order 11246, as amended. This Order prohibits discrimination and requires affirmative action to ensure equal employment opportunity without regard to race, color, sex, religion and/or national origin; and the implementing regulations at 41 CFR Parts 60-1 through 60-50. Generally, all contractors and subcontractors holding non-exempt federally assisted construction contracts and subcontracts exceeding \$10,000 must comply with Executive Order 11246.

A "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity" (Executive Order 11246) is to be included in the bid solicitations for all federally assisted construction contracts and subcontracts in excess of \$10,000. The Notice, which is published at 41 CFR 60-4.2, informs the contractor bidder of the affirmative action requirements imposed under Executive Order 11246, including the specified goals for minority and female participation.

Covered federally assisted construction contracts and subcontracts must incorporate the equal opportunity clause found at 41 CFR 60-1.4 (b).

The equal opportunity clause may be expressly included in each contract or subcontract or incorporated by reference. Importantly, the equal opportunity clauses are deemed to be a part of every covered construction contract and subcontract even if they are not physically incorporated in the contract documents.

In addition to the equal opportunity clauses, federally assisted construction contracts and subcontracts in excess of \$10,000 must include the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" which are found at 41 CFR 60-4.3. The specifications describe the affirmative action obligations and set forth the specific affirmative action steps the construction contractor must implement in order to make a good faith effort to achieve the goals for minority and female participation that were listed in the bid solicitation.

Additional information regarding OFCCP Compliance may be found at www.dol.gov/fesa/OFCCP or, at 1-800-397-6251. The Indiana office is located at 46 East Ohio Street, Suite 419, Indianapolis, IN 46204 and phone number is 317-226-5860.

SECTION 3 – ENVIRONMENT

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(2 CFR 200.326. Applicable to all Federally assisted construction contracts and to all related subcontracts of \$150,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 *et seq.*, as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 *et seq.*, as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

That the firm shall promptly notify the awarding agency of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

That the firm agrees to include or cause to be included the requirements of this Section in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

PROCUREMENT OF RECOVERED MATERIALS

2 CFR 200.322. State agencies and agencies of a political subdivision of a state that are using assistance under a Program NOFA for procurement, and any person contracting with such an agency with respect to work performed under an assisted contract, must comply with the requirements of Section 6002 of the Solid Waste Disposal Act. In accordance with Section 6002, these agencies and persons must procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired in the preceding fiscal year exceeded \$10,000; must procure solid waste management services in a manner that maximizes energy and resource recovery; and must have established an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Please refer to www.epa.gov/osw/conserve/tools/cpg/pdf/r cra- 6002.pdf for complete text and requirements of Section 6002.

ENERGY EFFICIENCY

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

The Contractor agrees to include the above paragraph in each third party subcontract financed in whole or in part with Federal assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

SECTION 4 – FEDERAL LABOR STANDARDS PROVISIONS (HUD FORM 4010)

APPLICABILITY

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

PROVISIONS

MINIMUM WAGES

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

- (1)** The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2)** The classification is utilized in the area by the construction industry; and
- (3)** The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

WITHHOLDING

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

PAYROLLS AND BASIC RECORDS

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section I(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (1)** That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;
- (2)** That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;
- (3)** That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

APPRENTICES AND TRAINEES

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

COPELAND ANTI-KICKBACK ACT

2 CFR 200.326

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

SUBCONTRACTS

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

CONTRACT TERMINATION; DEBARMENT

2 CFR 200.213 & 2 CFR 200.326

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

COMPLIANCE WITH DAVIS BACON ACT AND RELATED ACT REQUIREMENTS

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

DISPUTES CONCERNING LABOR STANDARDS

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

CERTIFICATION OF ELIGIBILITY

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

COMPLAINTS, PROCEEDINGS, OR TESTIMONY BY EMPLOYEES

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

2 CFR 200.326

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

HEALTH AND SAFETY

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

IV. SOLICITATION DOCUMENTS

The following sections contain documents to be included in the bid or proposal solicitation.

DAVIS BACON ACT

The Davis Bacon Act

In Construction contracts involving an excess of \$2000, unless exclusively in connection with the demolition or rehabilitation of residential property containing fewer than 8 units, the Contractor shall pay and the Subrecipient shall cause its contractor to pay all laborers and mechanics at a rate not less than those determined by the Secretary of Labor to be prevailing for Boulder County, which rates are to be provided by the Agency. These wage rates are a federally mandated minimum only, and will be superseded by any State or County requirement mandating higher wage rates. The contractor also agrees to comply with Department of Labor Regulations pursuant to the Davis-Bacon Act found in 29 CFR Parts 1, 3, 5 and 7, which enforce statutory labor standards provisions.

Project Wage Decision

Davis-Bacon wage decisions are established by the DOL for various types of construction (e.g. heavy, highway) and apply specifically to Boulder County areas. The wage decisions are modified from time to time. For the latest wage decision rates, go to the US DOL wage decision website:

[Davis-Bacon Labor Standards Guide – \(Control + Click to follow the link\)](#)

It is the responsibility of the sub-grantee to provide the proper wage decision and the administration and enforcement of the Federal labor standards provisions on contracts covered by Davis-Bacon requirements.

It is the responsibility of the contractor (prime or general contractor) to ensure full compliance of all employers (the contractor, subcontractors and any lower tier subcontractors) with the labor standards provisions applicable to the project.

If additional wage classifications are needed for this job and are not shown on the applicable wage decision, call the contract administrator for help with requesting an additional classification to be added/ approved.

ATTACH WAGE DECISION TO THE END OF THIS CONTRACT ADDENDUM

NOTE: Sub-grantee or their engineers should monitor <http://wdol.gov> while the bid remains open to ensure that the wage determination hasn't changed. If the wage determination changes more than **10 days before** the bid opening date, the solicitation will need to be modified to reflect the new wage rate. The wage determination is valid for 90 days after bid opening. If the contract is not awarded within 90 days, the wage determination must be updated with any changes that have occurred during that period. If the contract is awarded within 90 days, the original wage determination becomes fixed for the life of the contract.

SECTION 3 CLAUSE

SECTION 3 CLAUSE (24 CFR Part 135.38)

All section 3 covered contracts and subcontracts shall include the following clause (referred to as the Section 3 clause):

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section.

The contractor agrees to submit, and shall cause its subcontractors to submit, monthly reports detailing the number or new employees hired, the number of new Section 3 employees hired, and any affirmative efforts made to direct hiring efforts to low and very-low income persons, particularly persons who are recipients of HUD assistance for housing.

SECTION 3 DEFINITIONS

“SECTION 3 RESIDENT” MEANS:

1. A public housing resident who resides in the metropolitan area or non-metropolitan county in which the Section 3 covered assistance is expended and who is considered to be a low-to very low-income person; or
2. An individual who resides in the metropolitan area or Non-metropolitan County in which the Section 3 covered assistance is expended and who is considered to be a low-to very low-income person.

“NEW HIRE” MEANS:

A person who is not on the contractor’s payroll at the time of selection for the Section 3 award.

SECTION 3 BUSINESS DEFINED

A Section 3 Business concern is a business:

1. That is 51 % or more owned by a Section 3 Boulder County resident(s); or
2. Whose permanent, full-time employees include persons, at least 30 % of whom are currently Section 3 residents or within three years of the date of first employment with the business concern were Section 3 Boulder County residents; or
3. That provide evidence of a commitment to subcontract in excess of 25 % of the total dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in (1) or (2) above.

A person seeking the training or employment preference; or a business seeking the preference provided by Section 3 bears the responsibility of providing evidence (if requested) that the person is eligible for that preference.

V. REQUIRED BID/PROPOSAL FORMS

The following sections contain forms the Contractor must complete and submit with the bid or proposal.

PRIME CONTRACTOR'S MBE/WBE & LABOR SURPLUS AREA OUTREACH FORM

NOTICE: Must be completed and submitted WITH the bid or proposal

The prime contractor, if subcontracts are to be let, is required to take the following affirmative steps to ensure that, whenever possible, subcontracts are awarded to small business firms, minority business firms, women's business enterprises, and labor surplus area firms. 2 CFR 200.321

- (1) Place qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Divide total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by small and minority business and women's business enterprises;
- (4) Establish delivery schedules when the requirements of the work permit, which will encourage participation by small and minority-owned businesses and women-owned business enterprises;
- (5) Use the services and assistance of the Small Business Administration and the Minority Business Development Agency Department of Commerce; and
- (6) Require the subcontractor, if further subcontracts are to be let, to take the affirmative steps in paragraphs (1) through (5).

Contractor should clearly document the communication and outreach to the certified business. Documentation may include mail logs, phone logs, or similar records documenting the use of the above identified sources of information about MBE/WBE firms, the efforts to contact them, and other efforts to meet the above requirements.

Firm	Date	Notes

The links below are to be used to solicit qualified small and minority business and women's business enterprises in the state of Colorado:

- [Diverse Business Directory](#) (Control + Click to follow the link)
- [Colorado Unified Certification Program \(UCP\) Directory](#) (Control + Click to follow the link)
- Request Colorado Office of Economic Development and International Trade (OEDIT) to post the solicitation: oedit.info@state.or.us

The U.S. Department of Labor maintains a current list of Labor Surplus Areas. *The 2017 Labor Surplus Areas (LSA) list produced by the U.S. Department of Labor does not include any LSAs within or near Boulder County, the nearest Colorado LSA is approximately 190 miles away. LSAs in Colorado include: Costilla County, Fremont County, Huerfano County, Rio Grande County, Saguache County, and City of Pueblo. (effective date of LSA list: 10/1/2016 – 9/30/2017). The best resource for outreach to these LSAs is through OEDIT since this organization maintains region-specific business resources.*

NOTE: The above links are not meant to be comprehensive. Contractors are encouraged to use other available sources.

FORM OF STATEMENT OF BIDDER'S QUALIFICATIONS
NOTICE: Must be completed and submitted WITH the bid or proposal

All questions must be answered. The data given must be clear and comprehensive. This statement must be notarized.

1. Name of Bidder: _____
2. Business Address: _____
3. When Organized: _____
4. Bidder is a (an): _____
(Individual - Partnership - Corporation)

The full name and addresses of all persons interested in this proposal as partners and/or principal(s) are: If business is carried out in any other name(s) than that of the principal(s) or partner(s), also state such name(s) and address(es).

CORPORATION

Corporation is incorporated in the State of: _____

President is: _____

Treasurer is: _____

Place of Business: _____

5. How many years have you been engaged in the contracting business under your present firm or trading name? _____
6. Financial Statement: (Attach Separate Sheet)
7. Credit Available for this Contract \$ _____
8. Contracts Now on Hand, Gross Amounts \$ _____
9. Have you ever refused to sign a contract at your original bid?

10. Have you ever defaulted on a contract?

FORM OF STATEMENT OF BIDDER'S QUALIFICATIONS
NOTICE: Must be completed and submitted WITH the bid or proposal

11. Remarks:

13. The undersigned hereby authorizes and requests any person to furnish any information requested by _____ in verification of the recitals comprising this Statement of Bidder's Qualifications.

Date at _____ this _____ day of _____ 20_____.

(Name of Bidder)

By: _____

STATE OF _____)

COUNTY OF _____)

_____, being duly sworn, deposes and says that they
are _____ of _____ and their answers to the
foregoing questions and all statements therein contained are true and correct.

(Name of Bidder)

Sworn to before me this: _____

Day of _____, 20_____

NOTARY PUBLIC

My commission expires: _____

Title: _____

WAGE/FRINGE BENEFIT CERTIFICATION FORM

NOTICE: Must be completed and submitted **WITH** the construction bid proposal (over \$2,000)

INSERT WAGE/FRINGE BENEFIT CERTIFICATION FORM HERE

BID BOND CERTIFICATION

NOTICE: Must be completed and submitted WITH the construction bid proposal
(over \$100,000)

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, _____ as PRINCIPAL,
AND _____, as SURETY are held and firmly bound unto
_____ hereinafter called the Grantee/Local Public Agency in the penal
sum of _____ Dollars, (\$ _____), lawful money of the United States, for the payment
of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors,
and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the PRINCIPAL has submitted the
Accompanying Bid, dated _____, _____ for _____.

NOW, THEREFORE, if the PRINCIPAL shall not withdraw said Bid within the period specified therein after the
opening of the same, or, if no period be specified, within thirty (30) days after the said opening, and shall
within the period specified therefore, or if no period specified, within ten (10) days after the prescribed
forms are presented to him for signature, enter into a written Contract with the Grantee/Local Public Agency
in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may
be required, for the faithful performance and proper fulfillment of such contract; or in the event of the
withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such
bond within the time specified, if the Principal shall pay the Grantee/Local Public Agency the difference
between the amount specified in said Bid and the amount for which the Grantee/Local Public Agency may
procure the required work or supplies or both, if the latter be in excess of the former, then the above
obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals
this _____ day of _____, _____, the name and corporate seal of each corporate
party being hereto affixed and these present signed by its undersigned representative, pursuant to authority
of its governing body.

1. Forms of Bid Bonds prepared to meet the requirements of local or State laws or the needs of the
Grantee/Local Public Agency should be substituted for this form where necessary.

(SEAL)

(SEAL)

By: _____

CERTIFICATE OF CORPORATE PRINCIPAL

NOTICE: Must be completed and submitted **WITH** the bid or proposal

I, _____, certify that I am the _____ of the corporation named as Contractor herein; that _____ who signed this Agreement on behalf of the Contractor, was then _____ of said corporation; that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Corporate
Seal

(Corporate Secretary)

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

NOTICE: Must be completed and submitted WITH the bid or proposal

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

NAME AND ADDRESS OF BIDDER (Include ZIP Code)

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.

Yes	No
-----	----

2. Compliance reports were required to be filed in connection with such contract or subcontract.

Yes	No
-----	----

3. Bidder has filed all compliance reports due under applicable instructions.

Yes	No	None Required
-----	----	---------------

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

Yes	No
-----	----

Name and Title of Signer (Please type)

Signature

Date

CERTIFICATION OF BIDDER REGARDING FEDERAL LABOR STANDARDS AND DAVIS-BACON ACT

NOTICE: Must *be completed and submitted **WITH** the construction bid or proposal*

Name of Prime Contractor

Project Name and Number

Bidder:

This certification is required to insure that the proposed Bidder understands that the Project or program to which the construction work covered by any construction greater than \$2,000, is being assigned by the United States of America and that the various Federal Labor Standards Provisions, summarized in the Form HUD-4010, "Federal Labor Standards Provisions" are included in any such contract, pursuant to the provisions applicable to such Federal assistance. Nothing, however, shall prohibit the payment of more than the prevailing wage rate to any construction worker employed on the construction project.

Wage Determination:

Federal prevailing wage rates for construction labor can be obtained from the Wage Determination Online system:

<http://www.wdol.gov/>

Wage Determination Posting:

Contractors and sub-contractors shall post the prevailing wage rates for each craft and classification in a prominent and easily place at the site of the work, or at such places as are used by them to pay workers.

The undersigned is required to ensure that all specifications and/or contracts include all applicable Federal wage rate determination and the required labor standards provisions summarized by Form **HUD-4010, "Federal Labor Standards Provisions."**

Weekly Certified Payrolls:

It is the responsibility of each contractor and sub-contractor to submit weekly certified payrolls for project work (<http://www.dol.gov/whd/forms/wh347.pdf>)

Name and Address of Bidder (include ZIP code):

Name and Title of Signer (Print or Type)

Signature

Date

CERTIFICATION OF CONTRACTOR/SUBCONTRACTOR REGARDING SECTION 3 AND SEGREGATED FACILITIES

NOTICE: Must be completed and submitted WITH the bid or proposal (over \$100,000)

Name of Contractor or Sub-Contractor

Project Name and IFB Number

The undersigned hereby certifies that:

- (a) Section 3 provisions are included in the Contract if this is a Section 3 project.
- (b) The above state company is a signatory to the Contractor's Section 3 Plan.
- (c) No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

Name and Title of Signer (Type of Print)

Signature

Date

CERTIFICATIONS OF BIDDER REGARDING CIVIL RIGHTS

NOTICE: Must be completed and submitted WITH the bid or proposal

The undersigned is fully aware that this contract is wholly or partially federally funded, and further, agrees to abide by the:

Civil Rights Act of 1964, Title VI, as amended, that provides no person on the basis of Race, Color, or National Origin shall be excluded from participation, denied program benefits, or subjected to discrimination.

And, Civil Rights Act of 1968, Title VIII, as amended, will not discriminate in housing on the basis of Race, Color, Religion, Sex, or National Origin.

And, Rehabilitation Act of 1973, Section 504, as amended, that no otherwise qualified individual shall solely by reason of his or her handicap be excluded from participation and/or employment, denied program benefits, subjected to discrimination under any program receiving federal funds;

And, Housing and Community Development Act of 1974, Section 109, as amended, that no person shall be excluded from participation (including employment), denied program benefits, or subjected to discrimination on the basis of Race, Color, National Origin, Sex, Age, and Handicap under any program or activity funded in whole or part under Title I (CDBG) of the Act. And, Age Discrimination Act of 1975, as amended, that no person shall be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age under any program or activity receiving federal funds.

And, Americans with Disabilities Act of 1990, as amended, that there shall be no employment discrimination against "qualified individuals with disabilities."

And, Executive Order 11063, that no person shall, on the basis of race, color, religion, sex, or national origin, be discriminated against in housing and related facilities provided with federal assistance, or lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the federal government.

And, Executive Order 11246, as amended, that no person shall be discriminated against, on the basis of race, color, religion, sex, or national origin, in any phase of employment during the performance of federal or federally assisted construction contracts in excess of \$10,000.

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of the contract, the CONTRACTOR agrees as follows:

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, familial status, religious affiliation or handicap. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, national origin, familial status, religious affiliation or handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the GRANTEE setting forth the provisions of this non-discrimination clause.
2. The CONTRACTOR will, in all solicitation or advertisements for employees placed by or on behalf of the CONTRACTOR for the GRANTEE, state that all qualified applicants will receive consideration for employment without regard to race, creed, sex, color, national origin, familial status, religious affiliation or handicap. 3. The CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
3. The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the GRANTEE's Department of Housing and/or Community Development and the Secretary of Labor

for purposes of investigation to ascertain compliance with such rules, regulations and orders.

4. In the event of the CONTRACTOR's non-compliance with any provision of this contract or with any of such rules, regulations or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
5. The CONTRACTOR will include the provisions of the subparagraphs 12 (a) through (f) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provision will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the GRANTEE's Department of Housing and/or Community Development may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the GRANTEE's Department of Housing and/or Community Development, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS –SECTION 503

(IF CONTRACT IS \$25,000 OR OVER)

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
2. The CONTRACTOR agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act. 3. In the event of the CONTRACTOR's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
4. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the CONTRACTOR's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
5. The CONTRACTOR will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the CONTRACTOR is bound by the terms of Section 503 of Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
6. The CONTRACTOR will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

ACCESS TO RECORDS AND RECORDS RETENTION

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

1. The individual, sole proprietor, partnership, corporation, and/or association agrees to permit Boulder County Collaborative, State of Colorado, U. S. Department of Housing and Urban Development (HUD), and the Office of the Inspector General and/or their designated representatives to have access to all records for review, monitoring, and audit during normal

working hours.

2. The individual, sole proprietor, partnership, corporation, and/or association agrees to retain all records for at least five years following the closeout date or the resolution of all audit findings, whichever is later.

CONFLICT OF INTEREST

The undersigned is fully aware that this contract is wholly or partially federally funded, and further, by submission of the bid or proposal that the individual or firm, certifies that:

1. There is no substantial interest, as defined by Colorado Statutes, with any public official, employee, agency, commission, or committee with the Boulder County Collaborative.
2. Any substantial interest, as defined by Colorado Statutes, with any public official, employee, agency, commission, or committee (including members of their immediate family) with Boulder County Collaborative that develops at any time during this contract will be immediately disclosed to Boulder County Collaborative.

ANTI-LOBBYING CERTIFICATION

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 contract, the making 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 Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this Certification be included in the award documents for all sub-awards to all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub- recipients shall certify and disclose accordingly.

CERTIFICATIONS SIGNATURE FORM

Return this form with proposal.

These Certifications (Civil Rights, Equal Employment Opportunity, Affirmative Action for Handicapped Workers – Section 503, Access to Records and Records Retention, Conflict of Interest, Lobbying) are a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of these Certifications is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code.

(Typed name of official)

(Signature of Official)

(Typed name of entity)

(Date)

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

NOTICE: Must be completed and submitted WITH the bid or proposal

State of _____)

County of _____) ss.

_____, being first duly sworn, deposes and says that:

1. He/She is _____ of _____, the Bidder that has submitted the attached Bid;
2. He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the (*Grantee/Local Public Agency*) or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed)

(Name & Title)Subscribed and sworn to before me
this _____ day of _____, _____

(Notary Public)

My commission expires _____.

SECTION 3 REQUIREMENTS

NOTICE: Must be completed and submitted WITH the bid or proposal (over \$100,000)

Boulder County Collaborative is committed to comply with Section 3 of the Housing and Urban Development Act of 1968. This Act encourages the use of Section 3 businesses and the hiring of low income residents of the community for projects or programs using or assisted with HUD funding, as applicable.

HUD Funded Contracts in excess of \$100,000

All applicable bid proposals and contracts shall include the following Section 3 language.

- a. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12U.S.C. 170lu. Section 3 requires that the greatest extent feasible, opportunities for training and employment be given lower income residents of the project areas, and contracts for work in connection with the project be awarded to business concerns residing in the project area.
- b. The parties to this contract will comply with the provision of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- c. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under the Section 3 clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for, or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135, and will not let any subcontract unless the subcontractor has first provided it with the requirements of these regulations.
- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders of the Department, issued thereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR 135.

Boulder County Collaborative shall require each contractor on all HUD funded public or residential construction jobs exceeding \$100,000, to prepare a written Section 3 plan as a part of their bids. All Section 3 plans shall be reviewed and approved by Boulder County Collaborative and retained according to the Records Retention Plan.

CONTRACTOR/SUBCONTRACTOR'S SECTION 3 PLAN

(Required if contract exceeds \$100,000)

NOTICE: Must be completed and submitted WITH the bid or proposal

agrees to implement the following specific affirmative action steps

(Name of contractor/Subcontractor)

directed at increasing the utilization of lower income residents and businesses within the City/Town of _____.

- A. The boundaries of the Section 3 covered project area is Boulder County, Colorado and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the County the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as State Employment Service and or Workforce Boulder County.
- C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- D. To insert this Section 3 Plan in all bid documents, and to require all bidders on subcontracts to submit a Section 3 Plan including utilization goals and the specific steps planned to accomplish these goals.
- E. To ensure that subcontracts, which are typically let on a negotiated rather than a bid basis, in areas other than Section 3 covered project areas, are also let on a negotiated basis whenever feasible, if let in a Section 3 covered project area.
- F. To formally contact unions, subcontractors, and trade associations to secure their cooperation for this program.
- G. To ensure that all appropriate project area business concerns are notified of pending subcontractual opportunities.
- H. To maintain records, including copies of correspondence, memoranda, etc. which document that all of the above affirmative action steps have been taken.
- I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 Plan.
- J. To list on Table A information related to subcontracts to be awarded.
- K. To list on Table B all projected workforce needs for all phases of this project by occupation, trade, skill level, and number of positions.

As officers and representatives of _____, we the undersigned have read

(Name of Contractor/Subcontractor)

and fully agree to this Section 3 Plan, and become a party to the full implementation of this program.

Signature

Title

Date

Signature

Title

Date

CONTRACTOR/SUBCONTRACTOR'S SECTION 3 TABLES A & B

TABLE A

PROPOSED SUBCONTRACTS BREAKDOWN

NOTICE: Must be completed and submitted WITH the bid or proposal (over \$100,000)

FOR THE PERIOD COVERING _____ 20 _____ THROUGH _____, 20 _____
(Duration of the CDBG-DR-Assisted Project)

*The Project Area is coextensive with the City/Town of: _____ boundaries.

Company

Project Name

Project/IFB Number

EEO Officer (Signature)

Date

TABLE B**ESTIMATED PROJECT WORKFORCE BREAKDOWN**NOTICE: Must be completed and submitted WITH the bid or proposal (over \$100,000)

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
Job Category	Total Estimated Positions	No. Positions Currently Occupied By Permanent Employees	No. Positions Not Currently Occupied	No. Positions To Be Filled w/LIPAR*
Officers/Supervisors				
Professionals				
Technicians				
Housing Sales/Rental/Mgmt.				
Office Clerical				
Service Workers				
Others				

TRADE:

Journeymen				
Apprentices				
Maximum No. Trainees				
Others				

TRADE:

Journeymen				
Apprentices				
Maximum No. Trainees				
Others				

*Lower Income Project Area Residents. A Section 3 qualifying person is one whose household resides in Boulder County and whose income does not exceed the income limit for the size of household as per the Section 8 Income Limits for Boulder County.

Company _____

VI. REQUIRED CONTRACT FORMS

The following sections contain documents the Contractor must complete and submit prior to contract execution.

CERTIFICATION OF BIDDER REGARDING SECTION 3

NOTICE: Due by Contractor PRIOR TO Contract Execution (over \$100,000)

Name of Prime Contractor

Project Name and Number

The undersigned hereby certifies that:

A. The positions listed under Part B that have been filled by _____
(Name of Prime Contractor)

were not filled to circumvent the contractor's obligation to provide employment opportunities, including training positions, for Section 3 residents, as required by Section 3 of the Housing and Urban Development Act of 1968 and the implementing regulations, 24 CFR Part 135.

B. Employment positions filled since _____.
(Date of Selection)

Employment Positions Filled:

C. No employment positions have been filled since _____.
(Date of Selection)

Name and Title of Signer

Signature

Date

SECTION 3 CERTIFICATION FOR BUSINESS

NOTICE: Due by Contractor PRIOR TO Contract Execution (over \$100,000)

Project Name: _____ Contract Number: _____

Contractor Name: _____

It is the policy of the Congress and the purpose of the federal Section 3 policy to ensure that the employment and other economic opportunities generated by federal financial assistance for housing, economic and community development programs shall, to the greatest extent feasible, be directed toward low and very low income persons, particularly those who are the recipients of government assistance for housing.

Does your business qualify as a Section 3 business? _____ Yes _____ No

To qualify as a Section 3 business, you must meet one or more of the following three criteria (please check all that apply as per 24 CFR, Subchapter B, Part 135.5):

- Is owned (51% or more) by Section 3 residents (defined below*)
- Employs in permanent, full-time positions, at least 30% persons whom are currently Section 3 residents OR whom were Section 3 residents within three years of the date of first employment with the business
- Provides evidence of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to businesses that meet one of the above definitions.

* Section 3 residents are persons who either live in public housing or are at or below the following income qualifications:

https://www.hudexchange.info/resource/reportmanagement/published/HOME_IncomeLmts_State_CO_2015.pdf

COUNTY	Type of Household	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
BOULDER	Low Income	\$46,100	\$52,650	\$59,250	\$65,800	\$71,100	\$76,350	\$81,600	\$86,900

I certify that the above information is accurate, and agree to provide records upon request for verification of my eligibility as a Section 3 business.

Signature

Title

Name (printed)

Date

HUD FORM 4230A – REPORT OF ADDITIONAL CLASSIFICATION AND RATE

NOTICE: Due by Contractor PRIOR TO Contract Execution (applicable to Davis Bacon only)
Contractor to complete Sections 8-10.

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT REPORT OF ADDITIONAL CLASSIFICATION AND RATE		HUD FORM 4230A OMB Approval Number 2501-0011 (Exp. 01/31/2010)
1. FROM (name and address of requesting agency) Colorado Department of Local Affairs	2. PROJECT NAME AND NUMBER	
	3. LOCATION OF PROJECT (City, County and State)	
4. BRIEF DESCRIPTION OF PROJECT	5. CHARACTER OF CONSTRUCTION <input type="checkbox"/> Building <input type="checkbox"/> Residential <input type="checkbox"/> Heavy <input type="checkbox"/> Other (specify) <input type="checkbox"/> Highway	
6. WAGE DECISION NO. (include modification number, if any)	7. WAGE DECISION EFFECTIVE DATE	
<input type="checkbox"/> COPY ATTACHED		
8. WORK CLASSIFICATION(S)	HOURLY WAGE RATES	
	BASIC WAGE	FRINGE BENEFIT(S) (if any)
9. PRIME CONTRACTOR (name, address)	10. SUBCONTRACTOR/EMPLOYER, IF APPLICABLE (name, address)	
Check All That Apply: <ul style="list-style-type: none"> <input type="checkbox"/> The work to be performed by the additional classification(s) is not performed by a classification in the applicable wage decision. <input type="checkbox"/> The proposed classification is utilized in the area by the construction industry. <input type="checkbox"/> The proposed wage rate(s), including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage decision. <input type="checkbox"/> The interested parties, including the employees or their authorized representatives, agree on the classification(s) and wage rate(s). <input type="checkbox"/> Supporting documentation attached, including applicable wage decision. 		
Check One: <ul style="list-style-type: none"> <input type="checkbox"/> Approved, meets all criteria. DOL confirmation requested. <input type="checkbox"/> One or more classifications fail to meet all criteria as explained in agency referral. DOL decision requested. 		
		FOR HUD USE ONLY LR2000:
Agency Representative <small>(Typed name and signature)</small> Phone Number _____		Date _____ Log in: Log Out:

Report of Additional Classification and Wage Rate

U.S. Department of Housing and Urban Development Office of Labor Relations
(Exp. 09/30/2006)

OMB Approval No. 2501-0011

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining data needed, and completing and reviewing the collection of information. The information is considered non-sensitive and does not require special protection. This information is required to obtain benefits. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

Employers engaged on HUD-assisted construction projects subject to Davis-Bacon wage requirements must pay no less than the wages determined to be prevailing by the Secretary of Labor to all laborers and mechanics engaged on the construction work. On occasion, the applicable Davis-Bacon wage decision does not contain all of the work classifications and wage rates needed to complete the construction work. This information collection facilitates the addition of needed work classifications and wage rates for the construction work involved. This form is used by HUD and local agencies administering HUD programs to report employer request(s) for additional classification and wage rates so that an appropriate wage rate can be approved by the Department of Labor for the construction work. This information collection is required by Department of Labor regulations at 29 CFR 5.5. While no assurances of confidentiality are pledged to respondents, HUD generally discloses these data only in response to a Freedom of Information request.

Instructions:

General:

Contractors/Employers: Do not need to complete this form. Submit a written, signed request to the responsible contracting agency naming the work classifications and the wage rates, including any fringe benefits that are proposed.

Local Agency Staff: Complete items 2 through 10. Submit one copy of this form to the DOLA CDBG Program Coordinator with a copy of the applicable Davis-Bacon wage decision and the written request from the employer naming the work classifications and wage rates that are proposed. (The employer's request must be made in writing and must be signed.)

1. For HUD or State CDBG Office use. Enter the name and address of HUD Office (or State CDBG office) submitting the report and to which the DOL reply should be sent.
2. Enter the name and number of the project or contract involved.
3. Enter the location of the project involved: city, county and state.
4. Describe the construction involved, e.g., new construction or rehabilitation, number and type of buildings, number of stories, number of units (as applicable). For example, New construction: 3 – 4-story buildings; 120 units.
5. Enter the character of construction as defined by DOL for Davis-Bacon prevailing wage rate purposes.
6. Enter the number of the Davis-Bacon wage decision applicable to the construction work. Include the number of wage decision modifications (if any) applicable to the work.
7. Enter the effective date of the wage decision for the project. (See DOL regulations at 29 CFR 1.6.)
8. Enter the work classifications and corresponding hourly basic wage rates and fringe benefit rates (if any) requested.
9. Self-explanatory.
10. If the requesting employer is not the prime contractor, enter the name and address of the subcontractor/employer making the request.

Remainder of Form: HUD Labor Relations/State CDBG use.

HUD Labor Relations/State CDBG Staff: Evaluate the employer's request against the criteria for approval (see DOL Regulations, 29 CFR Part 5, and related contract labor standards provisions). The criteria are reflected in "checklist" form to ensure that each factor is considered and to ensure that supporting documentation, including a copy of the applicable wage decision, is attached. Check the box next to each criterion that is met; do not check the box next to any criterion that is not met.

If the request meets all criteria, check the appropriate box, enter the name and telephone number of the HUD/State CDBG agency representative, and sign and date the form. Submit one copy of the completed form to the DOL with a copy of the applicable Davis-Bacon wage decision and the written request from the employer involved.

If the request fails to pass all criteria, check the appropriate box, enter agency contact information, and sign and date the form. Submit one copy of the completed form to the DOL with a copy of the applicable Davis-Bacon wage decision, the written request from the employer involved, and a cover letter explaining how the employer's request failed to meet one or more of the criteria.

Submission of Report

Completed forms shall be sent to: Branch of Construction

PERFORMANCE AND PAYMENT BONDING REQUIREMENTS

NOTICE: Due by Contractor PRIOR TO Contract Execution (over \$100,000)

State of Colorado regulations require a Grantee and/or its contractor (or subcontractors) performing the work to secure the following:

PAYMENT BOND. A "payment bond" is one executed in connection with a contractor to assure payment, as required by law, of all persons supplying labor and material in the execution of the work provided for in the contract. A Payment Bond is required on the part of the contractor for one-hundred percent (100%) of the contract price. The bond shall be obtained from a company holding a certificate of authority as an acceptable surety. A certified or cashier's check or a bank money order may be accepted in lieu of a bond.

PERFORMANCE BOND. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. A Performance Bond is required on the part of the contractor for one-hundred percent (100%) of the contract price. The bond shall be obtained from a company holding a certificate of authority as an acceptable surety. A certified or cashier's check or a bank money order may be accepted in lieu of a bond.

PERFORMANCE BOND

NOTICE: Due by Contractor PRIOR TO Contract Execution (over \$100,000)

We, _____,
 (Name of Contractor or Company)
 contractor under _____ contract # _____
 (Name of OWNER) (Contract Number)
 (hereafter "THE CONTRACT") as PRINCIPAL and _____, as Surety, a
 (Name of Surety)
 corporation organized under the laws of the State of _____ and authorized to
 (State)
 transact business in the State of Colorado, with an office at _____
 (Address)
 hereby bind ourselves, our heirs, successors, executors, administrators, and assigns, jointly and severally,
 to the _____, Colorado, (OWNER) as Obligee, in the amount of _____
 (OWNER) (Contract Amount)
 DOLLARS, in United States currency, for the performance of THE CONTRACT.

WHEREAS, the PRINCIPAL (Contractor) entered into THE CONTRACT with the _____
 (OWNER)
 dated _____, 20_____, for _____
 (Project Name and Location)
 according to the plans and specifications contained in THE CONTRACT, a copy of which is made a part
 hereof;

The conditions of this Performance Bond are that, if the PRINCIPAL (Contractor) fully and faithfully:

- a) completes the work strictly according to the terms of the CONTRACT, and;
- b) for a period of one year after the issuance of the Notice of Project Construction Acceptance or until all warranty work is completed, repairs or replaces where required (or pays the cost thereof) all work performed under the terms of the CONTRACT;

then this bond is null and void. Otherwise, upon written notification from the OWNER, the Surety shall take one of the following actions at the Surety's expense:

1. Arrange for the PRINCIPAL (Contractor), with consent of the OWNER, to perform and complete THE CONTRACT; or
2. Undertake to perform and complete THE CONTRACT itself, through its agents or through independent contractors. (The Surety is then bound by all of the provisions of THE CONTRACT); or

3. Obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of THE CONTRACT, arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER's concurrence, to be secured with a performance bond and a labor and material bond executed by qualified sureties equivalent to the bonds issued on THE CONTRACT, and pay to the OWNER the amount of all damages incurred by the OWNER due to the default of PRINCIPAL (Contractor) including correction of defective work (if any), additional legal, design professional and delay costs, and the cost of completion of THE CONTRACT subject to the amount of this bond. In addition to these conditions, this bond includes, by reference, all applicable provisions stated in § 38-26-106, C.R.S, as amended.

If the Surety does not commence performance of the Work or cause commencement of performance of the work within ten days from the date of the written notification from the OWNER, the OWNER may take over the CONTRACT and, without prejudice to any other remedies, complete the CONTRACT and the PRINCIPAL and Surety are liable to the OWNER for all damages incurred by OWNER due to the default of PRINCIPAL (Contractor) including correction of defective work (if any), additional legal, design professional and delay costs, and the cost of completion of THE CONTRACT subject to the amount of this bond.

THE SURETY, for value received, agrees that no extension of time, change in, addition to, or other modification of the terms of THE CONTRACT or Work to be performed shall in any way affect its obligation on this bond and the Surety hereby waives notice of any such extension of time, change, addition or modifications.

The OWNER shall bring any action against the Surety on this bond no later than two years from the published date of Final Settlement.

Executed this _____ day of _____, 2017.

WITNESS

PRINCIPAL

By its President

WITNESS

SURETY

TITLE

BY: _____
Its Attorney-in-fact

NOTE: Date of BOND must not be prior to date of Contract. If the Contractor is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

PAYMENT BOND

NOTICE: Due by Contractor PRIOR TO Contract Execution (over \$100,000)

Know all people by these presents that:

(Name of Contractor or Company)

(Address)

A _____ hereinafter called PRINCIPAL, and _____
(Corporation/Partnership) (Name of Surety Company)

(Address)

hereinafter called SURETY, are held and firmly bound unto

(Name of OWNER)

(OWNER's Address)

hereinafter called OWNER, in the penal sum of \$ _____ Dollars in lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, successors, and assigns, jointly and severally, firmly in these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain CONTRACT with the OWNER dated the _____ day of _____, 20_____, a copy of which is hereto attached and made a part hereof for the construction of:

PROJECT NAME: _____

NOW THEREFORE, if the PRINCIPAL shall promptly make payment to all persons, firms, SUB-CONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such CONTRACT, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK whether by SUB-CONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the CONTRACT or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the CONTRACT or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the PRINCIPAL shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be deemed an original, and this the _____ day of _____ 20 _____.

PRINCIPAL:

(By its President)

Witness as to Principal

SURETY:

Title

By _____
(Its Attorney-in-fact)

Witness as to Surety

NOTE: Date of BOND must not be prior to date of CONTRACT. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

VII. ADDITIONAL FORMS/DOCUMENTS FOR USE DURING CONTRACT TERM

The following sections contain documents the Contractor must complete and submit periodically for the life of the Contract.

SUMMARY OF CONTENTS AND SUBMITTAL REQUIREMENTS:

1. Certified Payroll Form (WH 347)

To be turned in for each week of job from each contractor/subcontractor with each pay request. Can use your own payroll documents as long as all information required on this form is included on your own payroll forms. You are required to include page 2 certification statement. If you are using your own payroll format you may attach the certification form the back of the WH-347.

If additional wage classifications are needed for this job and are not shown on the applicable wage decision, call the contract administrator for help with requesting an additional classification to be added/approved.

2. Payroll Deduction Authorization for “other deductions” on Certified Payroll (Only if applicable)

3. Section 3 Monthly Report for Contractor and Subcontractor

- Contractor and subcontractor are required to submit a Monthly Compliance Form and an Employee Data and Certification form for all new hires.
- Contractor and Subcontractor are required to submit a Notice of termination and job problems related to Section 3 eligible workers.
- Contractor payment requests may be held until all reporting requirements have been met.

4. Section 3 Employee Data Certification

5. Section 3 Posted Notice to Project Residents

CERTIFIED PAYROLL FORM

NOTICE: For Davis Bacon Act-Applicable Projects Only

A fillable form is available at the following link: <https://www.dol.gov/whd/forms/wh347.pdf>



U.S. Wage and Hour Division
Rev. Dec. 2008

Rev. Dec. 2008

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210

(over)

Date _____

I, _____ (Name of Signatory Party) _____ (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

(Contractor or Subcontractor) on the_____
(Building or Work) _____; that during the payroll period commencing on the_____
day of _____, _____, and ending the _____ day of _____, _____

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

(Contractor or Subcontractor) from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

– in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

– Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

PAYROLL DEDUCTION AUTHORIZATION FORM
“OTHER DEDUCTIONS” ON CERTIFIED PAYROLL
NOTICE: For Davis Bacon Act-Applicable Projects Only
Contractors place this form on Company Letterhead

Project Name: _____

Employee's Name: _____

I, _____ hereby authorize _____ to
(Employee Name) (Name of Employer/Company)
deduct \$ _____ from my paycheck.

This deduction is for:

Loan Repayment Retirement Profit Sharing
 Advance Charitable Donations
 Savings Bonds Insurance Premiums
 Other: _____

This deduction is to be made:

One time only Weekly Monthly times over weeks
 Other: _____

Employee's Signature: _____ Date: _____

You may make payroll deductions as permitted by DOL regulations 29 CFR Part 3. These regulations prohibit the employer from requiring employees to “kick-back” (i.e. give up or return to the employer) any of their earnings other than those identified.

You need to submit this documentation only one time per employee, unless changes in deductions or durations take place.

***If deductions are being made for child support, a copy of the court ordered withholding must be included.**

SECTION 3 MONTHLY COMPLIANCE REPORT

NOTICE: For Contracts over \$100,000

Project Name: _____ Contract Number: _____

Contractor Name: _____ For the Month of: _____

A. Hiring - Select one:

I have not hired any new employees during the month specified.

I have hired ____ Section 3 employees, and/or _____ non-Section 3 employees during the month.

B. Recruitment

I have taken one or more of the following recruitment steps to hire a Section 3 resident with the highest training and employment priority ranking: (check all that apply)

I have made the Regional Workforce Solutions Center, and/or the Regional Workforce website the initial contact for all new hires.

I have advertised to fill vacancy (ies) at the site(s), where work is taking place, in connection with this project. Below, I have checked the steps I have taken to find Section 3 low-income residents, from the targeted groups and neighborhoods, to fill any vacancies.

Placed signs or posters in prominent places at project site(s).

Taken photographs of the above item to document that the above step was carried out.

Distributed employment flyers to the administrative office of the local Public Housing Authority.

Contacted employment referrals or Youthbuild Program referrals.

Kept a log of all applicants and indicated the reasons why Section 3 residents who applied were not hired.

Retained copies of any employment applications completed by Public Housing Authority, Section 8 certificate or voucher holders or other Section 3 residents.

Sent a notice about Section 3 training and employment requirements and opportunities to labor organizations or to worker representatives with whom our firm has a collective bargaining or other agreement.

C. Verification

I have attached proof of all checked items.

I hereby certify that the above information is a true and correct.

Signature of Authorized Representative of Contractor/Subcontractor_____
Title_____
Name_____
Date

EMPLOYEE DATA CERTIFICATION FORM

NOTICE: For Contracts over \$100,000

The U.S. Department of Housing and Urban Development (HUD) requires that Boulder County Collaborative document the income of newly hired persons working on federally-funded construction projects. This form may also be utilized as supportive documentation for **Section 3 Certifications for Business form** and is intended to comply with HUD Community Development Block Grant requirements.

Section I

Applicant's Name: _____ Job Title: _____

Address: _____ Phone: _____

What is your race? (Circle one)**WHITE****BLACK/AFRICAN AMERICAN****ASIAN****AMERICAN INDIAN/ALASKAN NATIVE****NATIVE HAWAIIAN/OTHER PACIFIC ISLANDER****BLACK/AFRICAN AMERICAN &WHITE****ASIAN &WHITE****OTHER MULTIRACIAL**Is your family of Hispanic origin? (Circle one) **YES** **NO**Do you currently reside in Public Housing? If yes, you do not need to fill out the rest of this form.
(Circle one) **YES** **NO**Have you been unemployed in the last 3 years? If yes, you do not need to fill out the rest of this form.
(Circle one) **YES** **NO****Section II**How many people are in your family? (Circle one) **1** **2** **3** **4** **5** **6** **7** **8+**

What is your family's gross annual income (before taxes)? _____

I certify that all of the above information is true and correct to the best of my knowledge.

Employee Signature**DATE:** _____

SECTION 3 POSTED NOTICE TO PROJECT RESIDENTS

NOTICE: For Contracts over \$100,000

The project _____ is being funded by the U.S. Department of Housing and Urban Development under the - Disaster Recovery Funding Program. This notice complies with the Boulder County Collaborative Section 3 Plan and is intended to inform the public, in particular project residents, of the economic opportunities (jobs) created through the use of the federal award.

Contractor/subcontractor intends to hire for the following positions:

Number of jobs	Title	Description of Qualifications/Licensure /Certification

Section 3 preferences:

1. Persons residing in the project area and who are of low- to very-low-income
2. Participants in HUD Youthbuild
3. Homeless Persons
4. Residents of the local Public Housing Authority
5. Residents of the local Section 8 Housing Assistance Programunits

For more information including job applications, apprenticeships, training positions, and qualifications, contact:

Name of Contractor: _____

Contact Person: _____

Address: _____

City, State, Zip: Phone: _____

Estimated construction start date: _____

REQUIRED JOBSITE POSTERS

See proceeding pages

Equal Employment Opportunity is THE LAW

Private Employers, State and Local Governments, Educational Institutions, Employment Agencies and Labor Organizations

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Title VII of the Civil Rights Act of 1964, as amended, protects applicants and employees from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex (including pregnancy), or national origin. Religious discrimination includes failing to reasonably accommodate an employee's religious practices where the accommodation does not impose undue hardship.

DISABILITY

Title I and Title V of the Americans with Disabilities Act of 1990, as amended, protect qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship.

AGE

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination based on age in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment.

SEX (WAGES)

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act, as amended, the Equal Pay Act of 1963, as amended, prohibits sex discrimination in the payment of wages to women and men performing substantially equal work, in jobs that require equal skill, effort, and responsibility, under similar working conditions, in the same establishment.

GENETICS

Title II of the Genetic Information Nondiscrimination Act of 2008 protects applicants and employees from discrimination based on genetic information in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. GINA also restricts employers' acquisition of genetic information and strictly limits disclosure of genetic information. Genetic information includes information about genetic tests of applicants, employees, or their family members; the manifestation of diseases or disorders in family members (family medical history); and requests for or receipt of genetic services by applicants, employees, or their family members.

RETALIATION

All of these Federal laws prohibit covered entities from retaliating against a person who files a charge of discrimination, participates in a discrimination proceeding, or otherwise opposes an unlawful employment practice.

WHAT TO DO IF YOU BELIEVE DISCRIMINATION HAS OCCURRED

There are strict time limits for filing charges of employment discrimination. To preserve the ability of EEOC to act on your behalf and to protect your right to file a private lawsuit, should you ultimately need to, you should contact EEOC promptly when discrimination is suspected:

The U.S. Equal Employment Opportunity Commission (EEOC), 1-800-669-4000 (toll-free) or 1-800-669-6820 (toll-free TTY number for individuals with hearing impairments). EEOC field office information is available at www.eeoc.gov or in most telephone directories in the U.S. Government or Federal Government section. Additional information about EEOC, including information about charge filing, is available at www.eeoc.gov.

Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

INDIVIDUALS WITH DISABILITIES

Section 503 of the Rehabilitation Act of 1973, as amended, protects qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship. Section 503 also requires that Federal contractors take affirmative action to employ and advance in employment qualified individuals with disabilities at all levels of employment, including the executive level.

DISABLED, RECENTLY SEPARATED, OTHER PROTECTED, AND ARMED FORCES SERVICE MEDAL VETERANS

The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, prohibits job discrimination and requires affirmative action to employ and advance in employment disabled veterans, recently separated veterans (within

three years of discharge or release from active duty), other protected veterans (veterans who served during a war or in a campaign or expedition for which a campaign badge has been authorized), and Armed Forces service medal veterans (veterans who, while on active duty, participated in a U.S. military operation for which an Armed Forces service medal was awarded).

RETALIATION

Retaliation is prohibited against a person who files a complaint of discrimination, participates in an OFCCP proceeding, or otherwise opposes discrimination under these Federal laws.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210, 1-800-397-6251 (toll-free) or (202) 693-1337 (TTY). OFCCP may also be contacted by e-mail at OFCCP-Public@dol.gov, or by calling an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

Programs or Activities Receiving Federal Financial Assistance

RACE, COLOR, NATIONAL ORIGIN, SEX

In addition to the protections of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the basis of race, color or national origin in programs or receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in Educational programs or activities which receive Federal financial assistance.

INDIVIDUALS WITH DISABILITIES

Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of activities employment against persons with disabilities who, with or without reasonable accommodation, can perform the essential functions of the job.

If you believe you have been discriminated against in a program of any institution which receives Federal financial assistance, you should immediately contact the Federal agency providing such assistance.

EMPLOYEE RIGHTS UNDER THE DAVIS-BACON ACT

FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

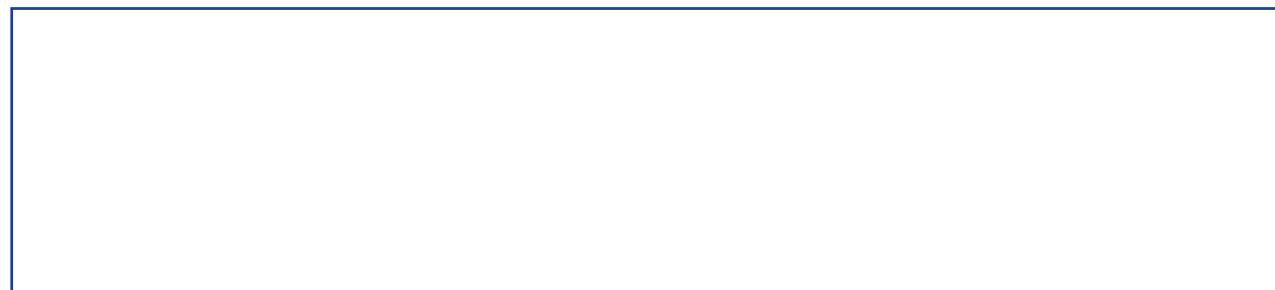
PREVAILING WAGES You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

OVERTIME You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

ENFORCEMENT Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

APPRENTICES Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

PROPER PAY If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:



or contact the U.S. Department of Labor's Wage and Hour Division.



For additional information:

1-866-4-USWAGE
(1-866-487-9243) TTY: 1-877-889-5627



WWW.WAGEHOUR.DOL.GOV

General Decision Number: CO170012 02/03/2017 CO12

Superseded General Decision Number: CO20160012

State: Colorado

Construction Type: Heavy

Counties: Adams, Arapahoe, Boulder, Broomfield, Denver, Douglas, El Paso, Jefferson, Larimer, Mesa, Pueblo and Weld Counties in Colorado.

HEAVY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 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, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2017
1	01/20/2017
2	02/03/2017

ASBE0028-001 07/01/2016

	Rates	Fringes
Asbestos Workers/Insulator (Includes application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems).....\$ 29.73		13.93

BRCO0007-004 01/01/2017

ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS AND JEFFERSON COUNTIES

	Rates	Fringes
BRICKLAYER.....\$ 26.62		7.99

BRCO0007-006 05/01/2016

EL PASO AND PUEBLO COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 24.95	9.39

ELEC0012-004 09/01/2016

PUEBLO COUNTY

	Rates	Fringes
ELECTRICIAN		
Electrical contract over \$1,000,000.....	\$ 28.00	11.00+3%
Electrical contract under \$1,000,000.....	\$ 24.85	11.00+3%

* ELEC0068-001 01/01/2017

ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS,
JEFFERSON, LARIMER, AND WELD COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 33.85	14.09

ELEC0111-001 01/01/2016

	Rates	Fringes
Line Construction:		
Groundman.....	\$ 18.79	22.25%+\$5.45
Line Equipment Operator.....	\$ 29.40	22.25%+\$5.45
Lineman and Welder.....	\$ 42.14	25.25%+\$5.45

ELEC0113-002 06/01/2015

EL PASO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 30.00	14.95

ELEC0969-002 06/01/2015

MESA COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 24.00	7.92

ENGI0009-001 10/23/2013

	Rates	Fringes
Power equipment operators:		
Blade: Finish.....	\$ 25.04	9.15
Blade: Rough.....	\$ 24.73	9.15
Bulldozer.....	\$ 24.73	9.15

North Overflow Channel

Cranes: 50 tons and under..	\$ 24.88	9.15
Cranes: 51 to 90 tons.....	\$ 25.04	9.15
Cranes: 91 to 140 tons.....	\$ 25.19	9.15
Cranes: 141 tons and over...	\$ 25.97	9.15
Forklift.....	\$ 24.37	9.15
Mechanic.....	\$ 24.88	9.15
Oiler.....	\$ 24.01	9.15
Scraper: Single bowl under 40 cubic yards.....	\$ 24.88	9.15
Scraper: Single bowl, including pups 40 cubic yards and over and tandem bowls.....	\$ 25.04	9.15
Trackhoe.....	\$ 24.88	9.15

IRON0024-003 11/01/2013

	Rates	Fringes
Ironworkers:.....	\$ 24.80	18.77
Structural		

LABO0086-001 05/01/2009

	Rates	Fringes
Laborers:		
Pipelayer.....	\$ 18.68	6.78

PLUM0003-005 06/01/2016

ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS,
JEFFERSON, LARIMER AND WELD COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 38.43	15.19

PLUM0058-002 07/01/2016

EL PASO COUNTY

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 35.60	13.65

PLUM0058-008 07/01/2016

PUEBLO COUNTY

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 35.60	13.65

PLUM0145-002 07/01/2016

MESA COUNTY

	Rates	Fringes
--	-------	---------

Plumbers and Pipefitters.....\$ 35.17 11.70

PLUM0208-004 06/01/2015

ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS,
JEFFERSON, LARIMER AND WELD COUNTIES

	Rates	Fringes
PIPEFITTER.....	\$ 35.35	13.39

SHEE0009-002 07/01/2016

	Rates	Fringes
Sheet metal worker.....	\$ 32.56	15.96

TEAM0455-002 07/01/2015

	Rates	Fringes
Truck drivers:		
Pickup.....	\$ 19.66	4.02
Tandem/Semi and Water.....	\$ 20.29	4.02

SUCO2001-006 12/20/2001

	Rates	Fringes
BOILERMAKER.....	\$ 17.60	

Carpenters:

Form Building and Setting....	\$ 16.97	2.74
All Other Work.....	\$ 15.14	3.37

Cement Mason/Concrete Finisher...\$ 17.31 2.85

IRONWORKER, REINFORCING.....\$ 18.83 3.90

Laborers:

Common.....	\$ 11.22	2.92
Flagger.....	\$ 8.91	3.80
Landscape.....	\$ 12.56	3.21

Painters:

Brush, Roller & Spray.....	\$ 15.81	3.26
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Power equipment operators:

Backhoe.....	\$ 16.36	2.48
Front End Loader.....	\$ 17.24	3.23
Skid Loader.....	\$ 15.37	4.41

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

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 www.dol.gov/whd/govcontracts.

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) (ii)).

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 Regional Office for the area in which the survey was conducted because those Regional Offices have 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.

=====

END OF GENERAL DECISION

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that _____ as Principal, and as Surety, are hereby held and firmly bound unto the Town of Lyons, Colorado (hereinafter called the "Owner") in the penal sum of _____ Dollars

(Written)

(\$ _____), lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly to these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Bid dated _____, 20____ for the:

North Overflow Channel Project

as set out in the accompanying Bid.

WHEREAS, the Town as required as a condition for receiving said Bid that the principal deposit with the Owner either a certified check equivalent to not less than ten percent (10%) of the amount of said Bid or in lieu thereof furnish a Bid Bond for said amount conditioned such that in the event of failure to execute the proposed Contract for such construction if the Contract is to be awarded to him, that said sum be paid immediately to the Town as liquidated damages and not as a penalty for the principal's failure to perform.

NOW THEREFORE, if the principal shall, within the period specified therefore:

- A. On the attached prescribed forms presented to him for signature, enter into a written Contract with the Town in accordance with his Bid as accepted, and give a Performance Bond with good and sufficient sureties, as may be required upon the forms prescribed by the Owner for the faithful performance and the proper fulfillment of said Contract, or
- B. Withdraw said Bid within the time specified, or
- C. Pay to the Town the sum determined upon herein as liquidated damages, and not as a penalty, then this obligation shall be void and of no effect, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals this _____ day of _____, 20____ the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing board.

Principal: _____

Address: _____

ATTEST:

By: _____

Surety: _____

Address: _____

(Continues on Next Sheet)

INSTRUCTIONS

- 1.1 The full firm name and residence of each individual party to the bond must be inserted in the first paragraph.
- 1.2 If the principal is a partnership, the full name of all partners must be inserted in the first paragraph which must recite that they are partners composing the partnership (to be named), and all partners must execute the bond as individuals.
- 1.3 The state of incorporation of each corporate party to the bond must be inserted in the first paragraph and the bond must be executed under the corporate seal of said party attested by its secretary or other authorized officer.
- 1.4 Power of Attorney must accompany this bond when signed by other than an officer of either the principal or surety.
- 1.5 A standard printed bond form may be used in lieu of the foregoing form provided that the security stipulations protecting the Town are not in any way reduced by use of such standard printed bond form.

TOWN OF LYONS

LABOR AND MATERIAL PAYMENT BOND

Bond No_____

(This Bond is issued simultaneously with a Performance Bond in favor of the Owner conditioned on the full and timely performance of the Contract.)

KNOW ALL MEN BY THESE PRESENTS that:

_____, as Principal (the "Principal"), and _____, a corporation organized and existing under the laws of the State of _____, and authorized to transact business in the State of Colorado, as Surety (the "Surety"), jointly and severally bind themselves, their heirs, personal representatives, successors, and assigns, to the TOWN OF LYONS, PO Box 49, 432 5th Avenue, Lyons, Colorado 80540, as Obligee (the "Owner"), for the use and benefit of it and the claimants as defined below, in the principal amount:

(Written)

(\$ _____) as adjusted by approved change orders (not to exceed 10 percent of the principal amount of this Bond unless expressly approved by the Surety, which approval shall not be unreasonably withheld) and interest as provided by law, for the payment of all amounts which become due under the Contract described below.

The Principal and the Owner have entered into a written Construction Agreement dated _____ 20____, together with related "Contract Documents" as defined therein (all of which are collectively referred to as the "Contract" and incorporated herein by this reference), for the following Project:

NORTH OVERFLOW CHANNEL PROJECT

The condition of this obligation is such that, if the Principal shall at all times promptly make payment of all amounts, claims, or demands lawfully due to all persons, firms, associations, or corporations supplying or furnishing to the Principal or its subcontractors labor or materials, supplies, or equipment which are used, provided, or performed in the prosecution of the work provided for in the Contract and any and all duly authorized modifications of the Contract that may hereafter be made, then this obligation shall be null and void; otherwise, the Surety shall pay the full value of all such claims or demands and shall indemnify and hold the Owner harmless from all payments which the Owner may be required to make under the Contract or applicable law in excess of the Contract price not exceeding the amount of this obligation, together with interest as provided by law, as well as attorneys' fees and costs incurred by the Owner in the resolution of any claim. All such subcontractors, laborers, and material men shall have rights under the within Bond as are set forth in the statutes and laws of the State of Colorado. Further, each and every claimant, who institutes a lawsuit for compensation or payment under the terms hereof, as part of any court award, shall be entitled to reasonable attorneys' fees and costs.

The undersigned Surety for value received hereby agrees that no extension of time, change in, addition to, or other modification of the terms of the Contract or work to be performed thereunder, or of the specifications, or of the Contract Documents, shall in any way affect its obligation on this Bond and the Surety hereby waives notice of any such extension of time, change, addition, or modification.

Any notice which any party desires or is required to provide another shall be in writing and shall be effective upon receipt when delivered or transmitted by personal delivery, certified (return receipt) mail, or express mail service to the addresses set forth herein.

IN WITNESS WHEREOF, said Principal and Surety have executed this bond, this day of , 20 .

ATTEST: _____

_____ BY: _____ (Principal)

(SEAL) Address _____

By: _____ ATTEST:
(Surety)

Address: _____

(SEAL) Claims Telephone No. _____
Claims Telecopier No.: _____

Best's Rating: _____
Best's Financial Rating _____
Date: _____

This Bond will be acceptable only if issued by an insurer rated no less than A-, Best's Insurance Guide, and having a Best's Financial Rating of at least class X. The fully executed Bond form must be accompanied by a current Power of Attorney.

END OF LABOR AND MATERIAL PAYMENT BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS that _____, as Principal (the "Principal"), and _____, a

corporation organized and existing under the laws of the State of _____ and authorized to transact business in the State of Colorado, as Surety (the "Surety"), jointly and severally, bind themselves, their heirs, personal representatives, successors, and assigns to the TOWN OF LYONS, PO Box 49, 432 5th Avenue, Lyons, Colorado, as Obligee (the "Owner"), in the principal amount of:

(Written)

(\$ _____) as adjusted by approved change orders (not to exceed 10 percent of the principal amount of this Bond unless expressly approved by the Surety, which approval shall not be unreasonably withheld) and interest as provided by law (collectively referred to herein as the "Penal Sum"), for the performance of the Construction Agreement between the Principal and the Owner, dated _____ 20____, for the following Project:

NORTH OVERFLOW CHANNEL PROJECT

together with the obligations of the Contract Documents, as defined in the Construction Agreement, all of which documents are collectively referred to herein as the "Contract" and are incorporated by this reference.

The condition of this obligation is such that, if the Principal shall at all times duly, promptly, and properly perform all the terms and conditions of the Contract and any authorized modifications thereof during the original term of the Contract, any extensions thereof that may be granted by the Owner, and during the term of any guarantee or warranty required under the Contract, the Principal and Surety shall have no obligation under this Bond; otherwise it shall remain in full force and effect.

The Surety for value received agrees that no extension of time, change in, addition to, or other alteration or modification of the terms of the Contract or work to be performed thereunder, or any other forbearance on the part of either the Owner or the Principal to the other shall in any way release or affect the Surety's liability or obligation on this Bond, and the Surety hereby waives notice of any such extension of time, change, addition, modification, alteration, or forbearance.

Whenever the Owner terminates the Contract in accordance with the terms thereof, the Surety shall, within fifteen (15) calendar days after written notice of such termination, notify the Owner in writing of its election to complete the Contract in accordance with its terms, or notify the Owner that the Surety elects not to complete the Contract. If the Surety fails to give the written notice so required within such fifteen (15) calendar day period, then it will be deemed to have elected not to complete the Contract. Should the Surety elect to complete the Contract, then it shall, within fifteen (15) additional calendar days following written notice of such election, obtain a

contractor, subject to approval by the Owner in Writing, to complete the original Contract in accordance with its terms and conditions and thereafter proceed with the work with due diligence and make available as the work progresses sufficient funds to pay the cost of completion less the balance of the Contract price. The Surety may not engage the Principal to complete the Contract, without the prior written consent of the Owner, which consent may be withheld in the Owner's sole discretion. If the Surety elects to complete the Contract, then it shall be entitled to receive the balance of the Contract price, less (i) any amounts paid by the Owner to the Principal; (ii) costs incurred by the Owner in correcting any defective work; (iii) any additional legal, design professional, and other costs incurred by the Owner resulting from the Principal's default; and (iv) liquidated damages caused by delayed performance or nonperformance of the Principal. Any progress payments, less retainage, due but not paid at the date of termination shall be paid to the Surety so long as the Surety has agreed to indemnify the Owner for the amount thereof and no other claims have been made to such funds by subcontractors or suppliers in accordance with the Contract or applicable law.

In the event the Surety elects not to complete the Contract, the Owner may then have the work completed by such means and in such manner, by contract with or without public bidding, or otherwise, as it may deem advisable. The Surety in such event shall at all times make available, as work progresses under the Contract between the Owner and its new contractor, sufficient funds, not to exceed the Penal Sum, to pay the cost of the completion of the Contract pursuant to its terms, together with the other amounts set forth in (i) through (iv) above, but in no event shall the Surety be responsible for the payment of any sums to the Owner until the Owner has paid in full its total obligation under the terms of the original Contract, plus change orders, less deductions and claims chargeable by law or by the Contract, if any, and less the retainage which will be disbursed as provided by the Contract Documents and applicable law.

The procedures set forth herein shall apply should there be a default and termination or a succession of defaults and terminations in fulfilling the terms and conditions of the work under the original Contract.

In the event there are negotiations between the Principal and/or the Surety and the Owner subsequent to the date of termination, each party shall appoint an authorized representative with authority to represent it during the negotiations. All written communications and official discussions between the parties shall be conducted by these authorized representatives. Any notice which any party desires or is required to provide another shall be in writing and shall be effective upon receipt when delivered or transmitted by personal delivery, certified (return receipt) mail, or express mail service to the addresses set forth herein.

Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work is located and shall be instituted before the expiration of three (3) years from the date on which final payment under the Contract is made; provided, however, that this period may be extended by one (1) additional year by the Owner's giving written notice to the Surety within the three (3) year period of a potential claim. Any judgment recovered hereunder by the Owner shall include interest at the legal rate, together with reasonable attorneys' fees and costs.

No right of action shall accrue under this Bond to or for the use of any person or entity other than the Owner or its successors and assigns.

IN WITNESS WHEREOF, the Principal and Surety have signed this Performance Bond as of the _____ day of _____, 20____.

ATTEST: _____

By _____
(Principal)

(SEAL)

Address _____

ATTEST: _____

By: _____
(Surety)

(SEAL)

Address: _____

Claims Telephone No: _____
Claims Telecopier No _____

Best's Rating _____

Best's Financial Rating _____

Date: _____

This Bond will be acceptable only if issued by an insurer rated no less than A-, Best's Insurance Guide, and having a Best's Financial Rating of at least class X. The fully executed bond form must be accompanied by a current Power of Attorney.

END OF PERFORMANCE BOND

NOTICE OF AWARD

Date: _____

To: _____

RE: NORTH OVERFLOW CHANNEL PROJECT

As described in the Invitation for Bids

This is to inform you that your company has been selected to receive the award for construction of the above referenced project.

You are hereby requested to provide all required forms, bonds and agreements as soon as possible, but no longer than 10 days from receipt of this notice.

Town of Lyons, Colorado, Owner

By:

Town of Lyons

NOTICE TO PROCEED

To: _____

Date: _____

Name of Project: **NORTH OVERFLOW CHANNEL PROJECT**

Described in the Invitation for Bids, Bid No. N/A.

You are hereby notified to commence Work in accordance with the Agreement dated: _____

The date of completion of all Work is therefore **June 15, 2017**.

Town of Lyons, Colorado, Owner

Administrator

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged by:

(Contractor)

Dated this _____ day of _____, 20____.

Title

NOTICE OF ACCEPTANCE

Date: _____

RE: NORTH OVERFLOW CHANNEL PROJECT

As described in the Invitation for Bids

This is to inform you that the above referenced project has been satisfactorily completed in accordance with the Contract documents and is hereby accepted.

Final payment will be made on or about _____

Final acceptance does not relieve the Contractor of the minimum one (1) year guarantee on all work and materials incorporated into this Project. Such guarantee shall begin on the date of this acceptance.

Town of Lyons, Colorado, Owner

By:

Town Administrator

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner's Project No: _____

Project: **NORTH OVERFLOW CHANNEL PROJECT**

As described in the Invitation for Bids, Bid No. _____.

Contractor: _____

Contract For: **NORTH OVERFLOW CHANNEL PROJECT**

Contract Date: _____

This Certificate of Substantial Completion applies to all Work under the Contract Documents except for the following specified parts thereof:

The Work to which this Certificate applies has been inspected by authorized representatives of the Owner, Contractor and Engineer, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on Date of Substantial Completion

A list of items to be completed or corrected may be attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of the Contractor to complete the Work in accordance with the Contract Documents.

The items in the list shall be completed or corrected by the Contractor within 30 days of the above date of Substantial Completion.

To be effective, this form must be signed by the Owner, the Engineer, and the Contractor.

Owner

Date

Engineer:

Date

Contractor:

Date

CONDITIONAL LIEN WAIVER RELEASE (CONTRACTOR)

TO: Town of Lyons, Colorado ("Owner").

FROM: _____
(CONTRACTOR)

PROJECT: **NORTH OVERFLOW CHANNEL PROJECT**

1. The CONTRACTOR acknowledges having received payment, except retainage, from the OWNER for all work, labor, skill and material furnished, delivered and performed by the CONTRACTOR for the OWNER or for anyone in the construction, design, improvement, alteration, addition or repair of the above described project.
2. In consideration of such payment and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the contractor voluntarily waives all rights, claims and liens, including but not limited to, mechanic's liens, Miller Act claims (40 U.S.C.A. 270 a and b), stop notices, equitable liens and labor and material bond rights which the contractor may now or may afterward have, claim or assert for all and any work, labor, skill or materials furnished, delivered or performed for the construction design, improvement, alteration, addition or repair of the above described project, against the OWNER or its officers, agents, employees or assigns, against any fund of or in the possession or control of the OWNER, against the project or against all land and the buildings on and appurtenances to the land improved by the project.
3. The CONTRACTOR affirms that all work, labor and materials, furnished, delivered or performed to or for the construction, design, improvement, alteration, addition or repair of the project were furnished, delivered or performed by the CONTRACTOR or its agents, employees, and servants, or by and through the CONTRACTOR by various sub-contractors or material men or their agents, employees and servants and further affirms the same have been paid in full and have released in full any and all existing or possible future mechanic's liens or rights or claims against the project or any funds in the OWNER'S possession or control concerning the project or against the OWNER or its officers, agents, employees or assigns arising out of the project.
4. The CONTRACTOR agrees to defend and hold harmless the OWNER, on the project against and from any claim hereinafter made by the CONTRACTOR'S subcontractors, material suppliers, employees, servants agents or assigns against the project or against the OWNER or its officers, employees, agents or assigns arising out of the project for all loss, damage and costs, including reasonable attorneys fees, incurred as a result of such claims.
5. The parties acknowledge that the description of the project set forth above constitutes an adequate description of the property and improvements to which this Lien Waiver Release pertains. It is further acknowledged that this Lien Waiver Release is for the benefit of and may be relied upon by the OWNER, on any labor and material bonds for the project.

SIGNATURE PAGE FOLLOWS

Signed this ____ day of _____, .

CONTRACTOR

By _____

Title _____

(Continued)

ATTEST:

Secretary

STATE OF _____)
)ss
COUNTY OF _____)

Subscribed and sworn to before me this ____ day of _____,

by _____

Witness my hand and official seal.

My Commission expires: _____

Notary Public



MBE/WBE & LABOR SURPLUS AREA FIRMS CONTRACTING REQUIREMENTS CHECKLIST

Six Affirmative Steps as required by 2 CFR 200.321 (CDBG-DR) and 44 CFR 13.36(e) (PA & HMGP)

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

The 2017 Labor Surplus Areas (LSA) list produced by the U.S. Department of Labor does not include any LSAs within or near Boulder County, the nearest Colorado LSA is approximately 190 miles away. LSAs in Colorado include: Costilla County, Fremont County, Huerfano County, Rio Grande County, Saguache County, and City of Pueblo. (effective date of LSA list: 10/1/2016 – 9/30/2017). The best resource for outreach to these LSAs is through the Colorado Office of Economic Development and International Trade (OEDIT) since this organization maintains region-specific business resources. See Affirmative Step (b)(5).

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

Example:

1. *Rocky Mountain E-Purchasing – any MBE/WBE firms registered with Rocky Mountain E-Purchasing will receive notification of the solicitation, along with other non-MBE/WBE firms. However, do not select the MBE/WBE checkbox for the solicitation, or else it indicates that being a MBE/WBE firm is required to respond.*
2. *Request OEDIT post the solicitation notice on their website via email (oedit.info@state.co.us).*
3. *Search the Colorado UCP DBE Directory at <http://coloradodbe.org>; generate a vendor list; send notifications via email.*

Documentation: *Detailed Solicitation Statistics and List of Firms Included, copies of emails, screenshots of OEDIT posts, vendor lists.*

Select One: Complete Not Applicable

Description: *Insert Narrative of what was done, what documentation is included in the file, or why this Affirmative Step is not applicable for this procurement. Example: "Published on RME-P and uploaded printout of Solicitation Stats and List of firms in project file."*

Insert

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

Example: *Send direct communications to MBE/WBE firms.*

Documentation: *Direct communication log.*

Description: Insert Narrative of what was done, what documentation is included in the file, or why this Affirmative Step is not applicable for this procurement. **Example:** "Sent bid solicitation directly to "xyz" MBE contractor who works with our rehab program, copy of email uploaded to project file."

Insert

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

Example: split asbestos survey and remediation into two solicitations. *Be careful not to conflict with Davis Bacon requirements.*

Documentation: If feasible to comply, include a narrative below describing what was done.

Description: Insert Narrative of what was done, what documentation is included in the file, or why this Affirmative Step is not applicable for this procurement. **Example:** "Was not feasible to split this contact into smaller segments without conflicting with Davis-Bacon."

Insert

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

Example: Avoid unreasonable turn-around times to encourage smaller capacity businesses to participate.

Documentation: If feasible to comply, include a narrative below describing what was done.

Description: Insert Narrative of what was done, what documentation is included in the file, or why this Affirmative Step is not applicable for this procurement. **Example:** "Not able to change delivery schedules for this project, they were already as liberal as they could be while still meeting project completion requirements."

Insert

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

Examples:

- 1) Request OEDIT post the solicitation notice on their website via email (oedit.info@state.co.us). (same as step #1)
- 2) Search the Colorado UCP DBE Directory at <http://coloradodbe.org>; generate a vendor list; send notifications via email. (same as step #1)

Documentation: Copies of emails, screenshots of OEDIT posts, vendor lists.

Select One: Complete Not Applicable

Description: Insert Narrative of what was done, what documentation is included in the file, or why this Affirmative Step is not applicable for this procurement. **Example:** *"Past searches of these solicitation lists did not result in additional M/WBE firms beyond those registered in RME-P system."*

Insert

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

Examples: This form is included in the CDBG-DR Federal Provisions Contract Addendum for Contractors to complete when seeking subcontractors.

Note for LSAs: Opportunities for contractors seeking new employees: Workforce Centers are present within the LSAs listed at the top of this form and can be used as a resource for employee recruitment, however they do not function as an advertisement resource for soliciting bids/proposals. Prime contractors and subcontractors seeking employees may use Workforce Centers as a resource and document outreach efforts in their MBE/WBE checklist.

Workforce Centers that serve these LSAs include: Alamosa (cdle_alamosa_wfc@state.co.us), Canon City (cdle_canon_city_wfc@state.co.us), Monte Vista (cdle_monte_vista_wfc@state.co.us), Walsenburg (cdle_walsenburg_wfc@state.co.us), and Pueblo (cdle_pueblo_wfc@state.co.us).

Documentation: Ensure contractors comply and fill out the form in the Addendum with their bid/proposal.

Select One: Complete Not Applicable

Description: Insert Narrative of what was done, what documentation is included in the file, or why this Affirmative Step is not applicable for this procurement. **Example:** *"Provisions were included in the bid packet and received forms filled by selected contractor. Info uploaded in project file."*

Insert

Town of Lyons, Colorado**NORTH OVERFLOW CHANNEL PROJECT****SPECIAL PROVISIONS**

The following Special Provisions shall be a part of the Contract Documents for this project.
The Contractor shall follow these Special Provisions. In the event of a conflict, these Provisions shall be considered to prevail.

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- 1. GENERAL SCOPE OF WORK**
- 2. PROJECT ACCESS**
- 3. PROJECT DOCUMENTS**
- 4. SITE AND DOCUMENT EXAMINATION**
- 5. CONTRACTOR QUALIFICATIONS**
- 6. NOTIFICATION OF RESIDENTS AND BUSINESSES**
- 7. SAFETY, HEALTH AND SANITATION**
- 8. PROGRESS PAYMENTS**
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- 12. INCIDENTAL COSTS**
- 13. WORK SCHEDULING AND COORDINATION**
- 14. MAINTENANCE OF ACCESS**
- 15. DOCUMENTING EXISTING CONDITIONS**
- 16. SURVEYING**
- 17. INSURANCE**
- 18. PERMITS**

1. GENERAL SCOPE OF WORK

Implement capital improvement projects (CIP) for the installation of an overflow channel of the main channel of the South St. Vrain near its confluence with the North St. Vrain, including, but not limited to:

- Construction layout and staking
- Site preparation, including clearing, grubbing, tree removal, and stump removal
- Load and haul the existing stockpile (i.e. previously excavated material stockpiled adjacent to both sides of the existing dewatering channel) to 4652 Ute Hwy and 4651 Ute Hwy
- Excavate and haul insitu material (i.e. new excavation required to shape the North Overflow Channel, including the topsoil layer, channel riprap, and drop structure riprap) to 4652 Ute Hwy and 4651 Ute Hwy
- Install grade control drop structures and channel armoring
- Install temporary and permanent erosion control measures

2. PROJECT ACCESS

Access to the site shall be across Town owned property (formerly known as the Stacey Buy-out Property) at the corner of 4th Avenue and Prospect Street.

3. PROJECT DOCUMENTS

The Construction Documents for this project are titled Project Manual for North Overflow Channel, dated March 24, 2017, as prepared by the Town of Lyons, and plan sheets SR-6.00 and SR-6.01, dated March 1, 2017 as prepared by S₂O Design and Engineering.

4. SITE AND DOCUMENT EXAMINATION

The bidder is required to examine carefully the work site, the bid form, plans, specifications, special provisions and contract forms for the work contemplated. It will be assumed that the bidder has investigated and is satisfied as to the conditions to be encountered for performing the work as scheduled, and as to the character, quality and quantities of work to be performed and materials to be furnished, and as to the requirements of the plans, specifications, special provisions and contract. The submission of the proposal shall be considered conclusive evidence that the bidder has made such examination and is satisfied as to all the conditions and contingencies.

Special attention is called to the special requirements of the grant funding for the project as outlined in the Project Manual.

Failure or omission on the part of the Contractor to make the necessary examination and investigation will not be accepted as justification for unsuccessfully fulfilling every detail of the Contract and its Special Provisions.

When the plans or special provisions contain information relative to subsurface exploration, locations of underground structures, borings, soundings, water levels, elevations, profiles or other investigations, such information represents only the best knowledge of the Engineer and was obtained for design and estimating purposes only. It is made available to the bidder to provide him/her with the same information available to the Engineer, and is not intended as a substitute for personal investigation, interpretation and judgment of the bidder.

The Town has endeavored to determine the location of existing utilities in the area of the work and so indicate on the appropriate drawings. The Town makes no guarantee as to the accuracy or completeness of such representations. It is understood and agreed that the cost of performing work in the vicinity of existing utilities or reasonably inferable is included in the bid price.

5. CONTRACTOR QUALIFICATIONS

A qualifications checklist is provided with the Invitation to Bid. The checklist includes certain general qualifications required for the project. The Contractor's ability to perform the contract work, as described, and to supply the proper qualifications and references, as required, shall be reflected in his/her bid.

The Owner reserves the right to reject the low bid if the Contractor fails to meet the criteria described herein.

6. NOTIFICATION OF RESIDENTS AND BUSINESSES

The Contractor is required to notify the businesses and residents abutting the construction

areas, in writing, with a copy to the Engineer, at least 72 hours prior to the start of construction, prior to closing or obstructing a driveway and prior to restricting or closing off sewer service. Additional requirements are included on the plans. The Contractor will work with the Town to create a flyer to hand out to affected constituents.

7. SAFETY, HEALTH AND SANITATION

The Contractor shall comply with all Federal, State and local laws governing safety, health and sanitation, and shall provide all safeguards, safety devices and protective equipment and take any other needed actions reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

The Contractor shall be responsible for safety on the entire project site, including all other trades. The Contractor, before commencing work, shall designate a qualified and experienced safety representative whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions for the duration of the contract. In the absence of a designation, the Contractor agrees that the field job superintendent, or foreman, will be that person. The Contractor shall submit emergency after hours contact information, along with the project foreman's, and safety representatives.

8. PROGRESS PAYMENTS

The Contractor may submit a request for payment in writing once per month. The Contractor shall submit the pay request using forms available from the Engineer. The request shall include an estimate of the quantities of work performed to date and the value thereof at Contract or agreed unit or lump sum prices. The Town will issue a partial payment after review and acceptance of the estimate by the Engineer.

9. FINAL PAYMENT

When the project has been completed and accepted by the Engineer, the Engineer will prepare the final report of the quantities of the various classes of work performed. Once the Contractor and/or Subcontractors have reviewed and accepted the final quantity report, then the Contractor shall make a final pay request. At the time of final pay request submittal, the Contractor shall include the following:

- A. Final pay request corresponding to the final report of quantities.
- B. Final conditional lien waivers for the Contractor, Subcontractors, and material suppliers on a Town provided Waiver of Lien form.

After acceptance of the project by the Town Board, the Contractor will be paid the entire sum found to be due after deducting all previous payments and all amounts to be deducted under the provisions of the Contract.

All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

The making of final payment shall not release the surety nor constitute a waiver of rights by the Town. The guarantee in the Work Guarantee Section of the Special Provisions is cumulative and not exclusive.

10. MATERIAL STORAGE

All materials or equipment to be used in construction shall be stored on site or at a Contractor's site and should not be stored on private property without written permission from the property owner. If material or equipment is stored outside of the right-of-way or construction work limits, the Contractor shall supply the Engineer with written notice of agreement with the appropriate landowner(s) including a restoration plan. A reasonable amount of material or equipment that will be used immediately during construction may be stored adjacent to the work site, but only to the extent that is absolutely necessary to avoid delay in construction. Temporary erosion control measures (silt fences, rock filled erosion control bags, or inlet protection) shall be used around or down grade of all stockpiled topsoil, crushed stone, fill material, and/or borrow material. Temporary fencing may be necessary to protect stored materials.

11. EROSION CONTROL

Erosion control requirements are generally indicated on the Bid Form (e.g. erosion control log, erosion control traction mat, rock dam settlement pond). The Contractor shall prepare and submit an erosion control plan to the Engineer prior to or at the preconstruction meeting. The Contractor may use the plans provided in the Contract documents as a minimum basis. No work shall commence until the Erosion Control Permit has been approved by the Engineer and implemented by the Contractor.

Erosion control inspections by the Contractor shall take place weekly (every 7 days) or within twenty-four (24) hrs of a storm producing at least 0.2 inches of precipitation.

The Contractor shall minimize dust dispersion during construction by applying water or other Engineer-approved methods or materials. Dust control will be considered incidental to the project costs.

Inlet Protection shall be provided in the form of rock socks, straw wattles, silt fence, or other alternate, but similar methods. Inlet protection is required at inlets within the project zone, at culverts within the project zone and at the first inlet or culvert downstream within 100' of the project zone.

Edge protection of the work zone is required where the excavations abut the St Vrain Creek. Edge protection should consist of the installation of straw wattles or other approved methods. Edge protection is also required along the frontage of abutting lots.

Erosion protection shall be removed, as the Engineer determines, after stabilizing the site to the extent that future erosion is unlikely. The area where the erosion control devices were located shall be cleaned and restored after removal. The Contractor owns all materials remaining after removal and is responsible for their disposal off-site. This work will be considered incidental to the respective bid item removed.

All Best Management Practices (BMPs) installed shall be maintained which may include cleaning, repairing, replacing like BMP as needed and directed by the engineer. Maintenance of BMPs shall be considered incidental to the respective bid item maintained. Contractor will be required to clean and restore private property that is impacted by construction related and sediment laden storm water runoff.

The Contractor shall provide temporary BMPs as necessary adjacent to work areas (i.e. trenches, stockpiles, etc.) to protect private and public property. The

temporary BMPs shall be relocated as the work progresses. The Contractor shall follow all requirements of the Town and the Storm water Construction Permit issued Colorado Department of Public Health and Environment.

12. INCIDENTAL COSTS

Unless specifically noted in the project bid sheet, all costs associated with the project not listed in the bid sheet are considered to be incidental to the work and the contractor shall include those costs within the unit prices established for the project. Some incidental costs are listed earlier in these Special Provisions. Other incidental costs include, but are not limited to, such items as connection to and blending into the prior work of the adjacent ongoing Bohn Park Project, construction staking, contractors independent materials testing, excess material disposal, erosion control, saw cutting, public notifications, fencing, re-setting of signs, by-pass pumping, adjusting rims of castings, cleanup, restoration, intermediate patching, daily trench backfill and re-opening, acceptance testing, temporary blow offs and fittings, permits, utility locates and notifications, etc.

13. WORK SCHEDULING AND COORDINATION

Due to grant funding limitations, time is of the essence. Thus the stated completion date is not flexible and the Contractor will need to complete the work in a reasonable and efficient manner. To that end, the Contractor will be required to prepare a detailed schedule that outlines the work. The Contractor will need to work with the Town Engineer and Public Works to successfully implement the project with minimal disturbance to residents, businesses and the adjacent ongoing Bohn Park Project.

14. MAINTENANCE OF ACCESS

The majority of the work will be performed within and adjacent to a residential neighborhood and adjacent to the ongoing Bohn Park Project. The Contractor shall work with the Town Engineer, residents, businesses, and Contractors to provide regular notification (See Section 6) of the work status/schedule. The Contractor shall also provide and maintain all-weather access to the residents and businesses throughout the duration of the project (during construction activities and during winter shutdowns, if applicable). The all-weather access will include public streets, alleys, driveways, etc.

The all-weather access may include preservation of existing asphalt pavements, reuse of asphalt millings, placement of road base, recycled concrete, etc. Maintenance may include grading, surface replacement, installation of temporary drainage facilities, etc. in order to provide the all-weather access throughout the duration of the project. Any imported material used to provide the all-weather access shall be removed prior to the project completion.

15. DOCUMENTING EXISTING CONDITIONS

Certain work areas require a higher level of documentation of existing conditions prior to the work. Photos should be taken of the work area at regular and representative intervals to accurately document existing conditions. Include a text entry of each photo or series of photos indicating the date taken, location of the picture as tied to the station line of the pipe, direction picture(s) taken and any notes of existing conditions that are important to understand. The Contractor shall provide the Town with two bound copies of this documentation that must be printed with a cover sheet labeling the report, front and back cover, printed on standard white paper with a comb or coil binding. These photos and notes

will be used at the end of the project to confirm the restoration was equal to or better than existing condition and no other damage was caused by the Contractor and not corrected.

16. SURVEYING The Contractor shall provide all surveying, construction staking, and related work as needed to construct the improvements. Surveying and construction staking shall be considered incidental to the Contract.

17. INSURANCE

Builder's Risk Completed Value Insurance will not be required for this project.

18. PERMITS

The Contractor shall use or acquire all permits required to complete the work, including but not limited to the CDPHE storm water construction permit, CDPHE construction dewatering permit.

MEASUREMENT AND PAYMENT

SECTION 01025 – MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.1 GENERAL

A. This section only amends the requirement of the CDOT Standard Specifications as specifically stated here-in.

1.2 AUTHORITY

A. The Contractor shall take all measurements and compute quantities. The Engineer will verify measurements and quantities. Exhibits, diagrams and spreadsheets may be necessary to assist in verifications. The Contractor shall not backfill or cover any work until verified by the Engineer.

1.3 UNIT QUANTITIES SPECIFIED

A. Quantities indicated in the Bid Form are for bidding and contract purposes only. Quantities and measurements supplied or placed in the Work and verified by the Engineer determine payment. Quantities are defined below.

B. If the actual Work requires more or fewer quantities than those quantities indicated, provide the required quantities at the unit prices contracted. Lump sum prices indicate items where the contractor is responsible for verifying and determining the work during the bidding process and adjustments will not be made unless the Contractor can sufficiently demonstrate such adjustment.

C. If the actual Work requires a change that is equal to an increase or decrease of \$5,000 or more, then the Owner is required to obtain approval by the Town Board of Trustees.

1.4 MEASUREMENT OF QUANTITIES

- A. Acre AC
- B. Cubic Yard CY
- C. Each EA
- D. Linear Foot LF
- E. Lump Sum LS
- F. Square Yard SY

1.5 PAYMENT

A. Payment includes: Full compensation for all required labor, products, tools, equipment, plant, transportation, services and incidentals; erection, application or installation of an item of the Work; overhead and profit.

B. Final payment for Work governed by unit prices will be made on the basis of the actual measurements and quantities accepted by the Engineer multiplied by the unit price for Work which is incorporated in or made necessary by the Work.

1.6 NON-PAYMENT FOR REJECTED PRODUCTS OR STORED MATERIALS

A. Payment will not be made for any of the following:

1. Products wasted or disposed of in a manner that is not acceptable.
2. Products determined as unacceptable before or after placement.
3. Products not completely unloaded from the transporting vehicle.
4. Products placed beyond the lines and levels of the required Work.
5. Products remaining on hand after completion of the Work.
6. Loading, hauling and disposing of rejected Products.
7. Products not properly stored and secured.

SECTION A - EROSION CONTROL

Erosion control inspections and supervision will not be paid separately but will be subsidiary to the pay items below.

A1. WATTLES, 12"

A. Measurement

The quantity to be paid for this item shall be for the actual number of linear feet of straw wattles installed.

B. Payment

The unit bid price shall include, but is not limited to, all labor, materials, equipment, and transportation needed to install, complete-in-place, clean, and maintain straw wattles as shown on the Plan Documents and removal of straw wattles upon project completion. Erosion Control, including straw wattles should be complete-in-place prior to commencing any removal and/or earthwork activities to the greatest extent possible. No payment for straw wattles placed outside of the dimensions shown on the Plan Documents or field markings unless directed and approved by the Engineer will be included in the amount computed for payment.

A2. VEHICLE TRACKING CONTROL PAD

A. Measurement

The quantity to be paid for this item shall be for the actual number of number of vehicle tracking control pads installed at the time of application for payment.

B. Payment

The unit bid price shall include, but is not limited to, all labor, materials, equipment, and transportation needed to install, complete-in-place, clean, and maintain a vehicle tracking control pad as shown on the Plan Documents and removal of pad upon project completion. Erosion Control, including vehicle tracking control pads should be complete-in-place prior to commencing any installation, removal, and/or earthwork activities to the greatest extent possible. No payment for vehicle tracking control pads placed outside of the dimensions shown on the Plan Documents or field markings unless directed and approved by the Engineer will be included in the amount computed for payment.

A3. ROCK CHECK DAM**A. Measurement**

The quantity to be paid for this item shall be for the actual number of rock check dams installed at the time of application for payment.

B. Payment

The unit bid price shall include, but is not limited to, all labor, materials, equipment, and transportation needed to install, complete-in-place, clean, and maintain rock check dams as shown on the Plan Documents and removal of rock check dams upon project completion. Erosion Control, including rock check dams should be complete- in-place prior to commencing any removal and/or earthwork activities to the greatest extent possible. No payment for rock check dams placed outside of the dimensions shown on the Plan Documents or field markings unless directed and approved by the Engineer will be included in the amount computed for payment.

A9. REVEGETATION/RESEEDING**A. Measurement**

The quantity to be paid for this item shall be a lump sum payment.

B. Payment

The unit bid price shall include, but is not limited to, all labor, materials, equipment and transportation needed to reseed and mulch all areas disturbed by the work within the project area, project access, easements and construction staging area per the seed mix and mulching requirements as specified on the Plan Documents. The bid price shall include seed bed preparation, fertilizations, seeding, spreading mulch and mechanically crimping the mulch; and all other costs not included under other bid items. No payment for reseeding and mulching placed outside of the area shown on the Plan Documents or field markings unless directed and approved by the Engineer will be included in the amount computed for payment.

SECTION B – REMOVAL & REPLACEMENT**B1. TREE & STUMP REMOVAL****A. Measurement**

The quantity to be paid for this item shall be for the actual number of existing trees removed at the time of application for payment.

B. Payment

The unit bid price shall include, but is not limited to, all labor, materials, equipment and transportation needed to remove existing trees as shown on the Plan Documents. The bid price shall include removal of the existing trees, stumps, and roots as necessary allow for the construction of the proposed improvements; and all other costs not included under other bid items. No payment for trees to be removed outside of the dimensions shown on the Plan Documents or field markings unless directed and approved by the Engineer will be included in the amount computed for payment.

B2. CLEARING & GRUBBING**A. Measurement**

The quantity to be paid for this item shall be for the actual number of Acres of area cleared & grubbed at the time of application for payment.

B. Payment

The unit bid price shall include, but is not limited to, all labor, materials, equipment, and transportation needed for clearing and grubbing the project area and all other costs not included under other bid items.

SECTION C – GRADING & EARTHWORK

C1. UNCLASSIFIED EXCAVATION – CUT & HAUL

A. Measurement

The quantity to be paid for this item shall be for the cubic yards of cut material hauled off-site at the time of application for payment.

B. Payment

The unit bid price shall include, but is not limited to, all labor, materials, equipment and transportation needed to cut the material and complete the haul of the material off-site as indicated on the Plan Documents. The bid price shall include transportation of material (cut) and loading/unloading of material for haul off-site at a location determined by the Town, and all other costs not included under other bid items.

C2. UNCLASSIFIED EXCAVATION – LOAD & HAUL

A. Measurement

The quantity to be paid for this item shall be for the cubic yards of stockpiled material loaded and hauled off-site at the time of application for payment.

B. Payment

The unit bid price shall include, but is not limited to, all labor, materials, equipment and transportation needed to load the material and complete the haul of the material off-site as indicated on the Plan Documents. The bid price shall include transportation of material (cut) and loading/unloading of material for haul off-site at a location determined by the Town, and all other costs not included under other bid items.

C3. TOPSOIL, 4" THICK

A. Measurement

The quantity to be paid for this item shall be for the cubic yards of topsoil placed at the time of application for payment.

B. Payment

The unit bid price shall include, but is not limited to, all labor, materials, equipment, and transportation needed to place the topsoil material as indicated in the Plan Documents. The unit bid price shall include testing the topsoil, applying recommended soil amendment, loading and hauling the stockpiled topsoil material, replacing the topsoil material as needed in all disturbed areas, and all other costs not included under other bid items.

C4. RIPRAP – CHANNEL CREST, CHANNEL TOE, DROP STRUCTURES

A. Measurement

The quantity to be paid for this item shall be for the cubic yards of riprap installed at the time of application for payment.

B. Payment

The unit bid price shall include, but is not limited to, all labor, materials, equipment, and transportation needed to install riprap as shown on the Plan Documents. The bid price shall include bedding material; placement of riprap/riprap pads; dewatering; disposal of debris, excess excavated material, and damaged materials; site clean-up, and all other related and necessary materials, work and equipment required to install riprap in accordance with the Plan Documents. No payment for riprap placed outside of the dimensions shown on the Plan Documents or field markings unless directed and approved by the Engineer will be included in the amount computed for payment.

SECTION D - MISCELLANEOUS

D1. MOBILIZATION**A. Measurement**

The quantity to be paid for this item shall be a lump sum payment.

B. Payment

The lump sum bid price shall include, but is not limited to, all costs included with the transport of all the tools, equipment, machinery, materials, offices, personnel and appurtenances necessary to complete the work; de-mobilization; establishment and maintenance of a secure work area; on-site construction yard; field office, including temporary utility services; any "start up" or incidental costs necessary to beginning other Contract items, including Bonding and Insurance; review of contract documents and field conditions; warranties; taxes; obtaining permits; fees; providing notices, construction schedule, schedule of values, shop drawings, product data, and samples; all materials, labor, equipment, transportation, and all other work associated with providing dust control; project closeout including cleaning all streets and sidewalks affected by construction; completing punch list items; and providing as-built drawings.

Mobilization will be paid for based on the percentage of the task completed at the time of the requested progress payment.

D2. CONSTRUCTION LAYOUT & STAKING**A. Measurement**

The quantity to be paid for this item shall be a lump sum payment.

B. Payment

The lump sum bid price shall include, but is not limited to, all costs included with the layout and staking of the work. Construction layout and staking will be paid for based on the percentage of the task completed at the time of the requested progress payment.

2.0 PRODUCTS - Not used**3.0 EXECUTION - Not Used**

END OF SECTION

COORDINATION

SECTION 01040 - COORDINATION

PART 1 GENERAL

1.1 DESCRIPTION OF REQUIREMENTS

- A. Each entity involved in the performance of work for the project shall cooperate in the overall coordination of the work; promptly furnish information concerning its portion of the work. Overall coordination is the responsibility of the General Contractor.

1.2 COMPLETE SYSTEMS

- A. It is the intent of the Contract Documents that all systems be complete and functional to provide the intended or specified performance. The Contractor shall provide all incidental items and parts necessary to achieve this requirement.

1.3 GENERAL COORDINATION

A. Layout:

- 1. The Contractor shall engage the proper entity to correctly translate the design to the field.

B. Existing Conditions:

- 1. The installer of the work must examine the conditions of the work, dimensions and spaces adjacent, tolerances, interfacing with other elements and services, and the conditions under which the work will be performed, and must notify the Engineer in writing of conditions detrimental to the proper or timely completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected in a manner acceptable to the Installer. It is understood by the Contractor that existing conditions depicted on the plans are based on visual observations and utility locates and are not guaranteed to be precise.

END OF SECTION 01040

SITE CONDITIONS

SECTION 01160 - SITE CONDITIONS

PART 1 GENERAL

1.1 SITE INVESTIGATIONS AND REPRESENTATION

- 1.10 The Contractor acknowledges that he has satisfied himself as to the nature and location of the work, the general and location conditions, particularly those bearing upon access to the site, disposal, handling and storage of materials, availability of water, electric power, roads and uncertainties of weather, or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during the prosecution of the work and all other matters which can in any way affect the work or the cost thereof under this Contract.
- 1.11 The Contractor further acknowledges that he has satisfied himself as to the character, quality, and quantity of surface and subsurface materials to be encountered from his inspection of the site and from reviewing any available records of exploratory work furnished by the Owner or included in these Documents. Failure by the Contractor to acquaint himself with the physical conditions of the site and all the available information will not relieve him from responsibility for properly estimating the difficulty or cost of successfully performing the work.
- 1.12 The Contractor states that, as a result of his examination and investigation of all the aforesaid data, he can perform the work in a good and workmanlike manner and to the satisfaction of the Owner. The Owner assumes no responsibility for any representations made by any of its officers or agents during or prior to the execution of this Contract, unless (1) such representations are expressly stated in the Contract, and (2) the Contract expressly provides that the responsibility therefore is assumed by the Owner.

2.1 INFORMATION ON SITE CONDITIONS

- 2.10 Any information obtained by the Engineer regarding site conditions, subsurface information, groundwater elevations, existing construction of site facilities as applicable, and similar data will be available for inspection at the office of the Engineer upon request. Such information is offered as supplementary information only. Neither the Engineer nor the Owner assumes any responsibility for the completeness or interpretation of such supplementary information.
 - A. Test Holes
 1. The Contractor may make arrangements with the Owner for permission to conduct such additional subsurface investigation as may be necessary to verify existing conditions.

B. Underground Utilities

1. Known utilities and structures adjacent to or encountered in the work are shown on the Drawings. The locations shown are taken from existing records and the best information available from existing utility plans; however, it is expected that there may be some discrepancies and omissions in the locations and quantities of utilities and structures shown. Those shown are for the convenience of the Contractor only, and no responsibility is assumed by either the Owner or the Engineer for their accuracy or completeness.

C. Traffic and Pedestrian Movements

1. There are multiple active intersections within the project area. The Contractor may apply for a temporary speed reduction through CDOT for the work zone area. Expect vehicle, pedestrian, and bicycle traffic along 2nd Avenue and within the internal streets of the project area. Provisions must be made to allow for safe passage by the work zone.

3.0 CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTIES AND SERVICE

3.1 GENERAL

- A. Where the Contractor's operations could cause damage or inconvenience to power, water, sewer, or irrigation systems, the operations shall be suspended until all arrangements necessary for the protection of these utilities and services have been made by the Contractor.
- B. The Contractor shall be solely and directly responsible to the Owner and operators of such properties for any damage, injury, expense, loss, inconvenience, delay, suits, actions, or claims of any character brought because of any injuries or damage which may result from the construction operations under this Contract.
- C. Neither the Owner nor its officers or agents shall be responsible to the Contractor for damages as a result of the Contractor's failure to protect utilities encountered in the work.
- D. In the event of interruption to domestic water, sewer, storm drain, and other utility services as a result of accidental breakage due to construction operations, promptly notify the proper authority. Cooperate with said authority in the restoration of service as promptly as possible and bear all costs of repair. In no case shall interruption of any water or utility service be allowed to exist outside working hours unless prior approval is granted.
- E. In the event the Contractor encounters water service lines or sewer lines that interfere with the trenching, he may, by obtaining prior approval of the Owner, Water Department,

or Fire Department, as applicable, and the Engineer, cut the service, dig through, and restore the service with similar and equal materials at the Contractor's expense.

- F. The Contractor shall replace, at his own expense, any and all other existing utilities or structures removed or damaged during construction, unless otherwise provided for in these Contract Documents or ordered by the Engineer.

3.2 INTERFERING STRUCTURES

- A. Take necessary precautions to prevent damage to existing structures whether on the surface, aboveground, or underground. An attempt has been made to show major structures on the Drawings. While the information has been compiled from the best available sources, its completeness and accuracy cannot be guaranteed, and it is presented simply as a guide to avoid known possible difficulties.

3.3 FIELD RELOCATION

- A. During the progress of construction, it is expected that minor relocations of the work will be necessary. Such relocations shall be made only when authorized by the Engineer. If existing structures are encountered which prevent the construction and which are not properly shown on the Drawings, notify the Engineer before continuing with the construction in order that the Engineer may make such field revision as necessary to avoid conflict with the existing structures. If the Contractor shall fail to so notify the Engineer when an existing structure is encountered and shall proceed with the construction despite the interference, he shall do so at his own risk.

3.4 PERMITS

- A. All permits and licenses necessary for the prosecution of the work shall be the responsibility of the Contractor. The Contractor shall obtain all required permits and licenses, and all costs related to such permits and licenses shall be included in his Bid for the work.
- B. Strict compliance with the conditions of permits pertaining to construction shall be the responsibility of the Contractor.

3.5 EASEMENTS

- A. Where portions of the work are located on private property, easements may be obtained by the Owner. Easements will provide for the use of the property for construction purposes to the extent indicated on the easements. Copies of these easements are available upon request to the Owner. It shall be the Contractor's responsibility to determine the adequacy of the easement obtained in every case and to abide by all requirements and provisions of the easement. The Contractor shall confine his construction operations to within the easement limits or make special arrangements with the property owners for the additional area required. Any damage to property, either

inside or outside the limits of the easements provided by the Owner, shall be the responsibility of the Contractor as specified herein. The Contractor shall remove, protect, and replace all fences or other items encountered on private property. Before final payment will be authorized by the Engineer, the Contractor will be required to furnish the Owner with written releases from property owners where side agreements or special easements have been made by the Contractor or where the Contractor's operations, for any reason, have not been kept within the construction right-of-way obtained by the Owner.

- B. It is anticipated that the required easements may be obtained before construction is started. However, should the procurement of any easement be delayed, the Contractor shall schedule and perform the work around these areas until such a time as the easement has been secured.

3.6 LAND MONUMENTS

The Contractor shall notify the Engineer of any existing federal, state, city, county, and private land monuments encountered. Private monuments that are within five feet of the trench centerline shall be preserved or replaced by a licensed surveyor at the Contractor's expense. When government monuments are encountered, the Contractor shall notify the Engineer at least two weeks in advance of the proposed construction in order that the Engineer will have ample opportunity to notify the proper authority and reference these monuments for later replacement.

2.0 PRODUCTS - Not used

3.0 EXECUTION - Not Used

END OF SECTION 01160

SUBMITTALS

SECTION 01300 – SUBMITTALS

PART 1 - GENERAL

1.1. General

- B. Summary: Refer to the Contract General Conditions for specific information governing submittal and deliverable requirements.
- C. General Procedures: Coordinate submittal preparation with performance of construction activities, and with purchasing or fabrication, delivery, other submittals and related activities. Transmit in advance of performance of related activities to avoid delay.
 - 1. Coordinate transmittal of different submittals for related elements so processing will not be delayed by the need to review concurrently for coordination.
 - a. All submittals will be transmitted to the General Contractor and forwarded to the Engineer. Allow (3) three days for forwarding to the Engineer.
 - b. The Engineer reserves the right to withhold action on a submittal requiring coordination until related submittals are received.
 - 2. Processing: Review time for each submittal will be established by the accepted submittal and /or deliverable register. Refer Contract General Conditions
 - a. No extension of time will be authorized because of failure to transmit submittals sufficiently in advance of the Work to permit processing.
 - 3. Submittal Preparation: Place a label or title block on each submittal for identification. Provide a 4" x 5" space on the label or beside the title block on Shop Drawings to record Contractor's review and approval markings and action taken. Include the following information on the label for processing and recording action taken.
 - a. Project name.
 - b. Date.
 - c. Name and address of Architect/Engineer.
 - d. Name and address of Contractor.
 - e. Name and address of subcontractor.
 - f. Name and address of supplier.
 - g. Name of manufacturer.
 - 4. Submittal Transmittal: Package submittals appropriately for transmittal and handling. Transmit with a transmittal form. Submittals received from other than the Contractor will be returned without action.

1.3. Shop Drawings

- A. Submit new information, drawn to accurate scale. Indicate deviations from Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Include the following information:

1. Dimensions.
2. Identification of products and materials included.
3. Notation of coordination requirements.
4. Notation of dimensions established by field measurement.
5. Sheet Size: Except for templates, patterns and similar full- size Drawings, submit Shop Drawings on sheets at least 8-1/2" x 11" but no larger than 24" x 36".
6. Submittal: Submit one (1) correctable translucent print and additional blue-line prints for review. (3) Three prints will be retained; the remainder will be returned. One of the prints returned shall be maintained as a "Record Document".
7. Do not use Shop Drawings without a final stamp indicating action taken in connection with construction.

1.4. Product Data

- A. Collect Product Data into a single submittal for each element or system. Mark each copy to show applicable choices and options. Where Product Data includes information on several products, some of which are not required, mark copies to indicate the applicable information. Include the following information:
 1. Manufacturer's printed recommendations.
 2. Compliance with recognized trade association standards.
 3. Compliance with recognized testing agency standards.
 4. Application of testing agency labels and seals.
 5. Notation of dimensions verified by field measurement.
 6. Notation of coordination requirements.
 7. Submittals: Submit (1) one original; the additional submittals may be copies. The engineer shall keep three (3) copies of the submittal. The contractor shall submit a minimum of three copies and any additional copies required to be returned to the contractor.
 8. Distribution: Furnish copies of final submittal to installers, and others required for performance of construction activities. Show distribution on transmittal forms. Do not proceed with installation until an applicable copy of Product Data is in the installer's possession.
 - a. Do not permit use of unmarked copies of Product Data in connection with construction.

1.5. Samples

- A. Submit full-size Samples cured and finished as specified and identical to the product proposed. Mount, display, or package Samples to facilitate review. Prepare Samples to match the Architect/Engineer's Sample. Include the following:
 1. Generic description.
 2. Source.
 3. Product name or name of manufacturer.
 4. Compliance with recognized standards.
 5. Availability and delivery time.
 6. Submit Samples for review of kind, color, pattern, and texture, for a final check of these

characteristics, and a comparison of these characteristics between the final submittal and the component as delivered and installed. Where variations are inherent in the product, submit multiple units that show limits of the variations.

- a. Refer to other Sections for Samples that illustrate details of assembly, fabrication techniques, workmanship, connections, operation and similar characteristics.
- b. Refer to other Sections for Samples to be returned for incorporation in the Work. Such Samples must be undamaged at time of use. On the transmittal, indicate special requests regarding disposition of Sample submittals.

7. Preliminary submittals: Where Samples are for selection of characteristics from a range of choices, submit a full set of choices for the product. Preliminary submittals will be reviewed and returned indicating selection and other action.

8. Submittals: Except for Samples illustrating assembly details, workmanship, fabrication techniques, connections, operation and similar characteristics; three sets will be retained and the remainder will be returned marked with the action taken. Maintain Sample sets at the Project site, for quality comparisons.

- a. Unless noncompliance with Contract Document provisions is observed, the submittal may serve as the final submittal.
- b. Sample sets may be used to obtain final acceptance of the construction associated with each set.

B. Distribution: Prepare additional sets for subcontractors, manufacturers, fabricators, installers, and others as required for performance. Show distribution on transmittal forms.

PART 2 – MATERIALS - NOT USED

PART 3 – EXECUTION

3.01 SUBMITTAL SCHEDULE:

The following schedule is included as a checklist for convenience only, and may not include all submittals required. Failure to include submittals in this schedule does not relieve the Contractor from providing submittals if required by individual specification sections.

Section Number/Title		Submittals Required
General Requirements		
01700	Contract Closeout	Record documents, Certificates of Compliance, Certificates of Inspection, Warranties, Guaranties, Bonds, Insurance Certificates, Consent of Surety, Releases of Liens, List of subcontractors and suppliers Acknowledgment of date of commencement of warranties and Guaranties.

Technical Specifications		
Section	Title	Submittals Required
Town	Pipeline Excavation, Bedding, and Compaction	Samples, Gradation
Town	Water Main Replacement	Product Data, Shop Drawings, Test Reports, Certificates, Resident-Business Notification, Cement Grout Mix Design.
Town	Concrete	Product data, Concrete Mix Designs, Test Reports, Certificates of Compliance
Town	Asphalt	Product Data, Concrete Mix Designs, Test Reports, Certificates of Compliance.
CDOT	Construction Zone Traffic Control	Method for Handling Traffic (MHT)

END OF SECTION 01300

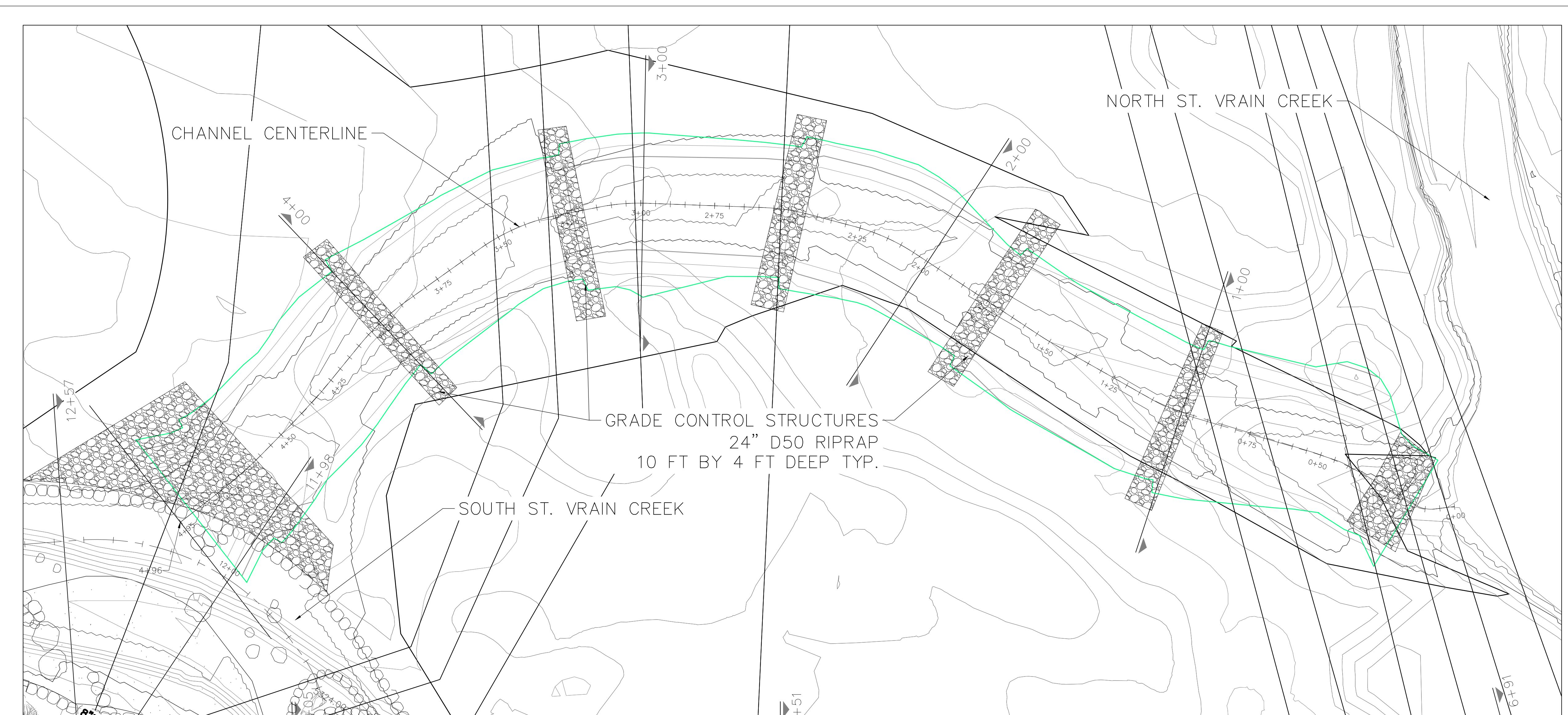
PROJECT CLOSEOUT

SECTION 01700 - PROJECT CLOSEOUT

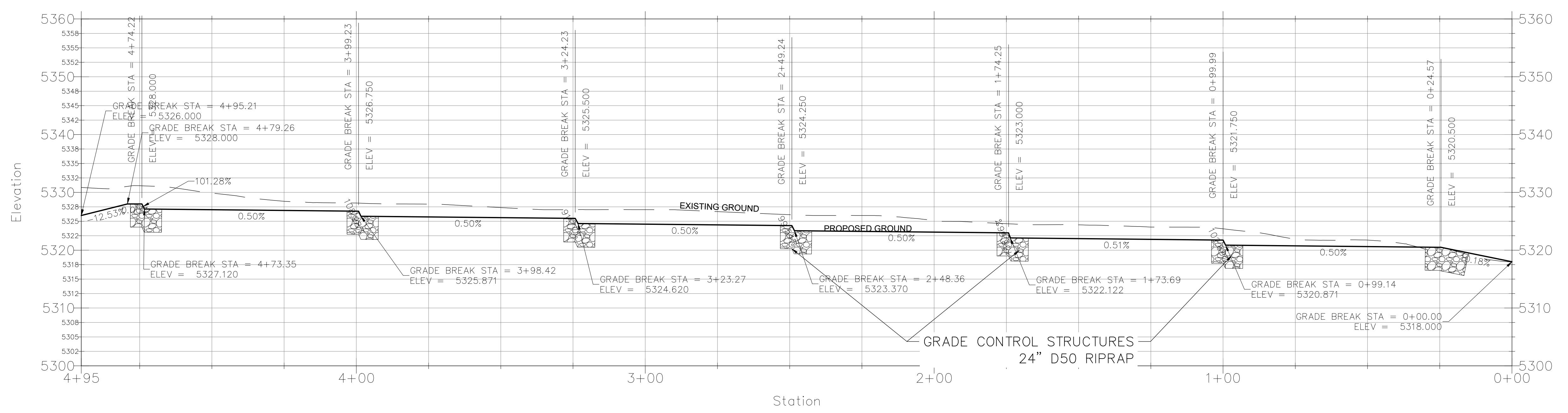
PART 1 GENERAL

- A. Substantial Completion: Before requesting inspection for certification of Substantial Completion, the following shall be completed:
 1. Show 100 percent completion for the portion of the Work claimed substantially complete.
 2. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications and similar documents.
 3. Confirm all utility connections for private services are complete and operational including completion of any check lists and field verifications.
- B. Inspection Procedures: On receipt of a request for inspection, the Engineer will proceed or advise the Contractor of unfilled requirements. The Engineer will prepare the Certificate of Substantial Completion following inspection, or advise the Contractor of construction that must be completed or corrected before the certificate will be issued.
- C. Final Acceptance: Before requesting inspection for certification of final acceptance and final payment, the following shall be completed:
 1. Submit final payment request with releases.
 2. Submit a final statement, accounting for changes to the Contract Sum.
 3. Submit a copy of the final inspection list stating that each item has been completed or otherwise resolved for acceptance.
 4. Submit consent of surety to final payment.
 5. Submit evidence of continuing insurance coverage complying with insurance requirements.
 6. Submit as-built field drawings and notes.

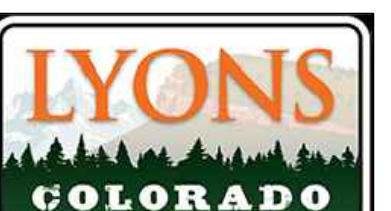
END OF SECTION 01700



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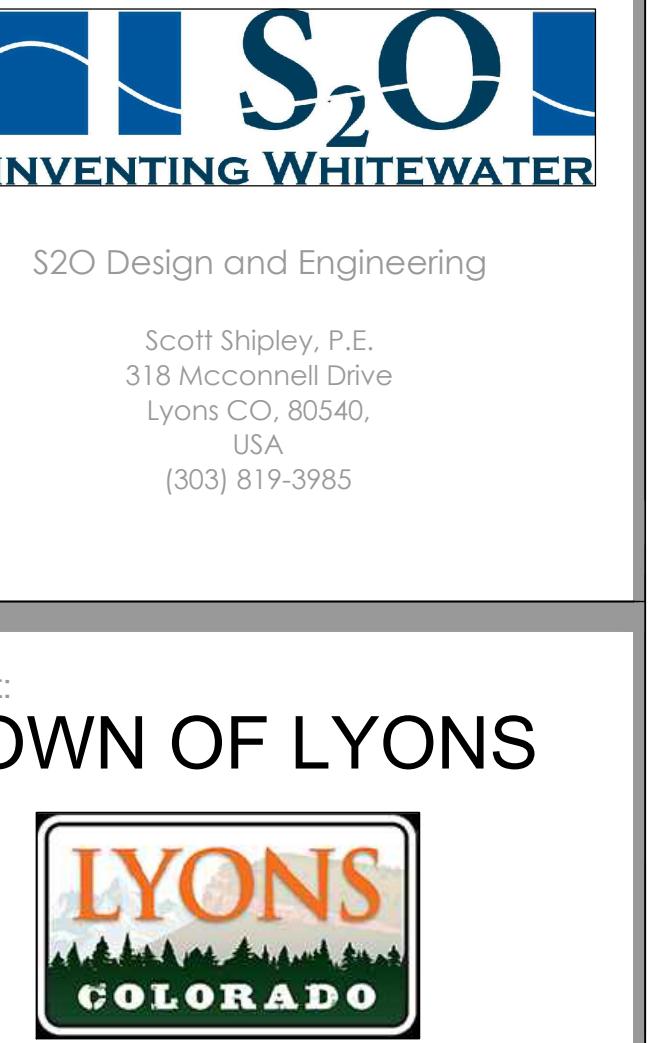
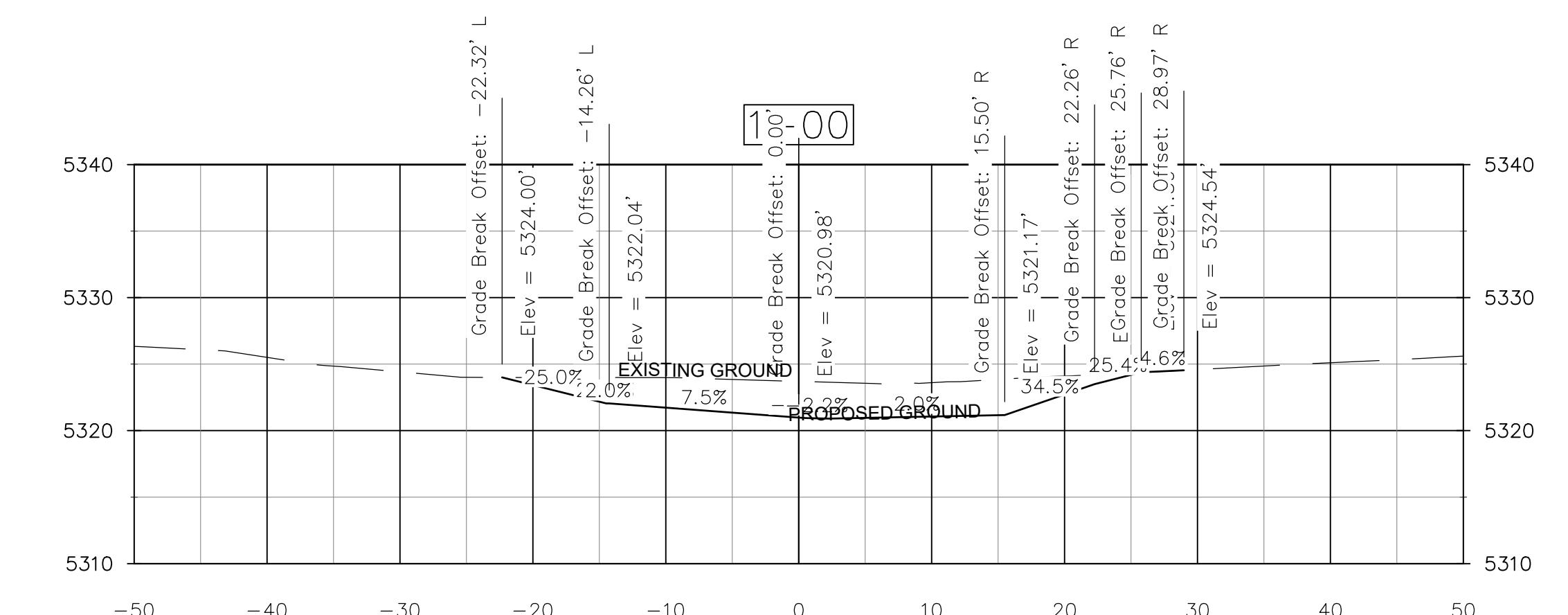
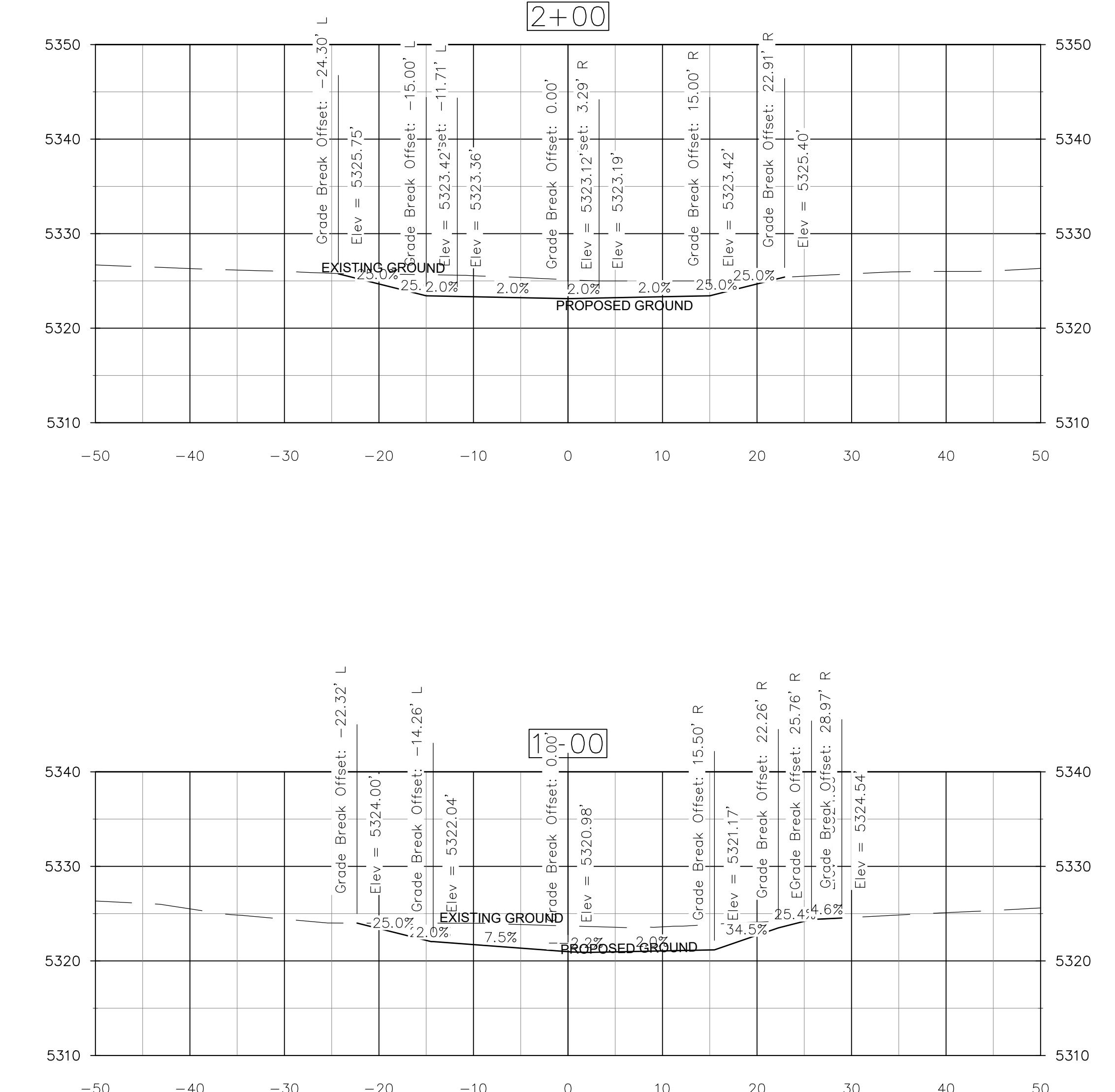
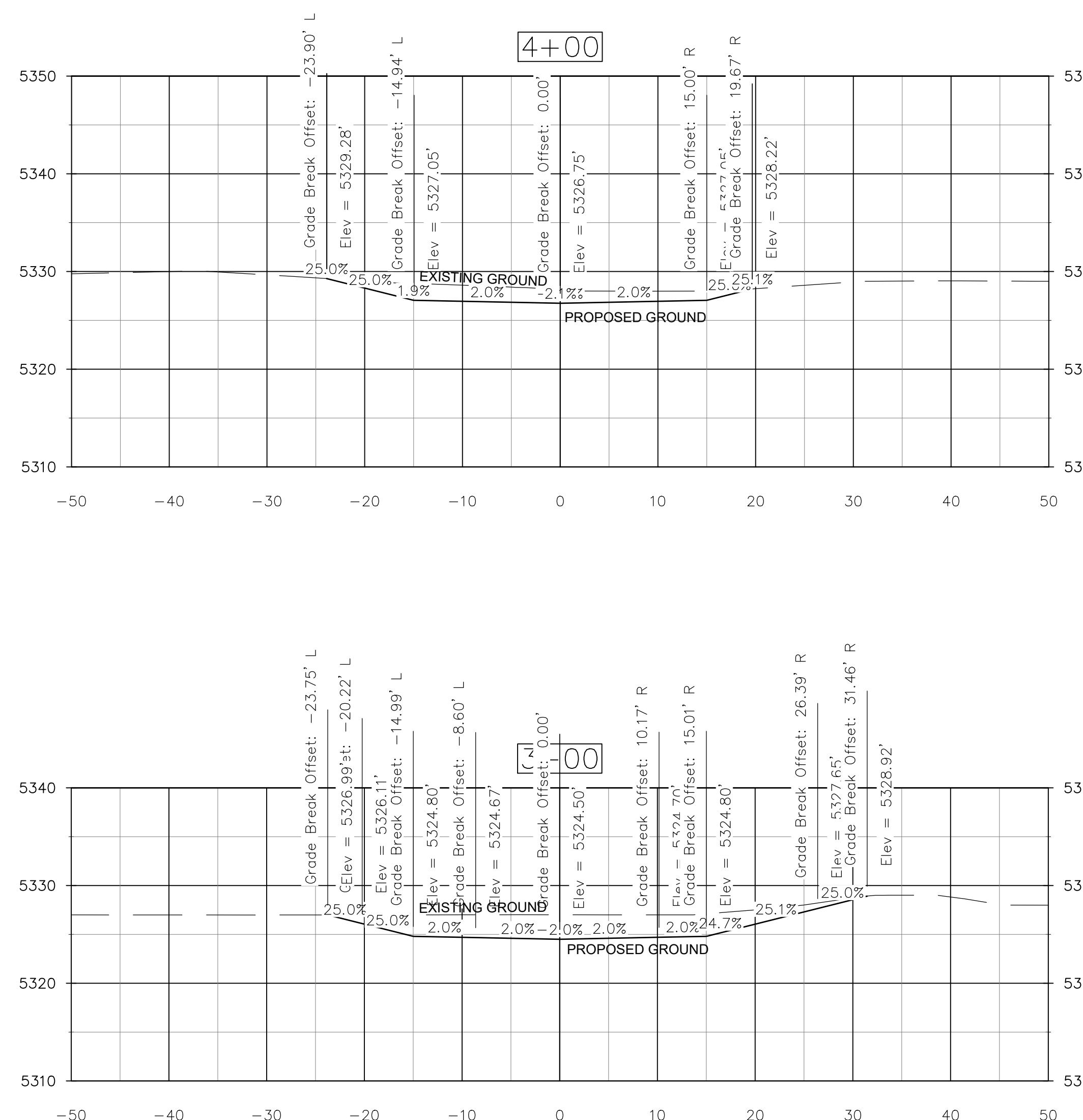


NORTH OVERFLOW CHANNEL PLAN AND PROFILE

 <p>S2O REINVENTING WHITEWATER</p> <p>S2O Design and Engineering</p> <p>Scott Shipley, P.E. 318 McConnell Drive Lyons CO, 80540, USA (303) 819-3985</p>	
Client:	TOWN OF LYONS
LYONS	
Project Name:	BOHN PARK NORTHERN OVERFLOW
Status:	CONSTRUCTION DRAWINGS
Drawing Name:	NORTH OVERFLOW CHANNEL PLAN AND PROFILE
Revisions:	--
Drawn By:	JR, NW, CC
Checked By:	Scott Shipley
Date:	03/01/2017
Stamp:	
Scale:	0 15 30 Feet
Sheet:	SR-6.00

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NORTH OVERFLOW CHANNEL CROSS SECTIONS



20 Design and Engineering

Scott Shipley, P.E.
18 McConnell Drive
Lyons CO, 80540,
USA
(303) 819-3985

OWN OF LYONS



Project Name:
WATER PARK NORTHERN OVERFLOW

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