

Exhibit B
Project ITB-DH-2017-04

TOWN OF LYONS

PROPOSAL FOR UNIT PRICE CONTRACT

FOR: NORTH OVERFLOW CHANNEL PROJECT

DATE: April 13, 2017

PLACE: Lyons, Colorado

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

Proposal for DEFALCO CONSTRUCTION CO.

hereinafter called "Bidder" *a corporation organized and existing under the laws of the State of

COLORADO, ~~*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

TOWN OF LYONS

PROPOSAL FOR UNIT PRICE CONTRACT

sum of (written) ONE HUNDRED TWENTY ONE THOUSAND SIX HUNDRED SIX Dollars 9 NINE CENTS
(\$ 121,606.09)

(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.

LTC

(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

TOWN OF LYONS

PROPOSAL FOR UNIT PRICE CONTRACT

Respectfully submitted,

DEFALCO CONSTRUCTION Co.

(SEAL) if bid is by a
Corporation

By: Tony Defalco (Bidder)

Title: PRESIDENT

P.O. Box 820

LONGMONT, Co. 80502

303.651.1100

(Business Address)

NORTH OVERFLOW CHANNEL PROJECT
TOWN OF LYONS

revised 4-5-17

Bid Form - Addendum #1

Item #	Description	Units	#	Unit Price	Total
1	Mobilization	LS	1	—	0
2	Construction Layout & Staking	LS	1	1776 ⁰⁰	1776 ⁰⁰
3	Site Preparation				
3.1	Clearing & Grubbing	ACRE	1.3	1145 ⁶⁹	1489 ⁴⁰
3.2	Tree & Stump Removal, > 4" diameter	EA	2	1195 ⁹⁷	2391 ⁹⁴
4	Earthwork Excavation - Bank and Channel Grading				
4.1	Unclassified Excavation - Cut & Haul	CY	2200	10 ¹³	22,286 ⁰⁰
4.2	Unclassified Excavation - Load & Haul Stockpile	CY	600	12 ⁴⁶	7,296 ⁰⁰
5	Rip Rap				
5.1	Channel Crest	CY	375	71 ⁷⁵	26,906 ²⁵
5.2	Channel Toe	CY	80	75 ³⁵	6,028 ⁰⁰
6	Topsoil, 4" thick	CY	300	38 ⁷⁵	11,625 ⁰⁰
7	Drop Structures (6 total; 24" riprap)	CY	450	72 ⁴¹	32,584 ⁵⁰
8	Revegetation/Reseeding	LBS	80	72 ¹⁵	5,772 ⁰⁰
9	Wattles, 12"	LF	200	6 ¹³	1,226 ⁰⁰
10	Vehicle Tracking Control Pad	EA	1	991 ⁰¹	991 ⁰¹
11	Rock Check Dam	EA	1	1233 ⁹⁹	1233 ⁹⁹
				TOTAL:	121,606 ⁰⁹

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?	X	
2	Can the Contractor provide references for each of the projects in response to no. 1 above?	X	
3	Can the Contractor provide the required Insurance and Bonding Requirements listed in the General Conditions of the Contract?	X	
4	Can the Contractor commit the necessary manpower and equipment to provide the services within the required time frames?	X	

Contractor Shall Provide References Here:

R1	City of Longmont: Steve Ransweiler 303-774-4523
R2	Town of Erie: Wendi Palmer 303-926-2875
R3	Town of Lyons: Joe Kubala 303-823-6622
R4	Town of Frederick Steve Stanish 720-382-5602
R5	City of Longmont: Tom Caprarella 303-651-8626

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that DeFalco Construction Company* 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 Five Percent of Amount Bid----- Dollars

(Written)

(\$ 5%-----), 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 April 13, 2017 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 five percent (5%) 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.

TN WITNESS WHEREOF, the above parties have executed this instrument under their several seals this
11th day of April, 2017 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.

DeFalco Construction Company

Principal: By: Tony DeFalco
PRESIDENT

Address: P.O. Box 820
Longmont, CO 80502

ATTEST:

By: Ben Hanson
Secretary
Surety: Employers Mutual Casualty Company

Address: P.O. Box 712, Des Moines, IA 50306

By: Florieta Acosta
Florieta Acosta, Attorney-In-Fact (Continues on Next Sheet)

Witness: Lee Anne Meaux
Lee Anne Meaux

*A Colorado Corporation

**Employers Mutual Casualty Company, an Iowa Corporation



P.O. Box 712 • Des Moines, Iowa 50306-0712

CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation
4. Illinois EMCASCO Insurance Company, an Iowa Corporation

5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation
7. Hamilton Mutual Insurance Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

TODD BENGFOR, DONALD E. APPLEBY, MARK SWEIGART, SARAH BROWN, FLORIETTA ACOSTA, SUSAN J. LATTARULO, LEEANNE MEAUX, INDIVIDUALLY, GREENWOOD VILLAGE, COLORADO

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the following Surety Bond:

ANY AND ALL BONDS

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

The authority hereby granted shall expire April 1, 2018 unless sooner revoked.

AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 21st day of January, 2016.

Seals



Bruce G. Kelley, Chairman
of Companies 2, 3, 4, 5 & 6; President
of Company 1; Vice Chairman and
CEO of Company 7

Michael Freel
Assistant Secretary

On this 22nd day of June, AD 2010 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Michael Freel, who, being by me duly sworn, did say that they are, and are known to me to be the Chairman, President, Vice Chairman and CEO, and/or Assistant Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Michael Freel, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires November 1, 2017.

Notary Public in and for the State of Iowa

CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 22nd day of June, 2010, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 11th day of April, 2017.

Vice President

NORTH OVERFLOW CHANNEL

Project No.: ITB-DH-2017-04

ADDENDUM #1 – April 5, 2017

Please find below a list of clarifications for consideration in preparing the bid for this project:

1. Supplemental Forms:

The CDBG-DR and Town forms required for this project are listed below in three categories (i.e. Submit with Bid, Submit Prior to NTP, For Use during Contract Term). The forms that are to be submitted with the Contractor's Bid are attached. The list below and the forms attached will supersede the list provided in Instructions to Bidders, page 3 of 131, #1 through 9 and the forms provided in ADDENDUM TO CONTRACT, page 24 through 85 of 121.

- a. Submit with Proposal (see attached)
 - i. Contractor Qualifications
 - ii. Bid Proposal Form
 - iii. Bid Form-Addendum #1
 - iv. Prime Contractor's MBE/WBE and Labor Surplus Outreach Form
 - v. Form of Statement of Bidder's Qualifications (all bids/proposals)
 - vi. Bid Bond (see Town form attached; ignore the CDBG form in the ADDENDUM TO CONTRACT, page 52 of 131)
 - vii. Certificate of Corporate Principal (all bids/proposals)
 - viii. Certification of Bidder Regarding Equal Employment Opportunity
 - ix. Certification of Bidder Regarding Federal Labor Standards and Davis-Bacon Act
 - x. Certification of Contractor/ Subcontractor Regarding Section 3 and Segregated Facilities
 - xi. Certifications of Bidder Regarding Civil Rights
 - xii. Non-Collusion Affidavit of Prime Bidder
 - xiii. Contractor/Subcontractor's Section 3 Plan
 - xiv. Contractor/Subcontractor's Section 3 Tables A & B
 - xv. Debarment Certification
- b. Submit Prior to Notice to Proceed (available upon request)
 - i. Certification of Bidder Regarding Section 3
 - ii. Section 3 Certification for Business
 - iii. Report of Additional Classification and Rate (HUD 4230-A form)
 - iv. Performance Bond (see Town form in the bid package, pages 97 through 99 of 131; ignore the CDBG form in the ADDENDUM TO CONTRACT, pages 71 through 72 of 131)
 - v. Labor and Material Payment Bond (see Town form in the bid package, pages 95 through 96 of 131; ignore the CDBG form in the ADDENDUM TO CONTRACT, pages 73 through 74 of 131)
- c. For Use During Contract Term (available upon request)
 - i. Notice to Proceed
 - ii. Notice of Acceptance
 - iii. Certificate of Substantial Completion
 - iv. Lien Waiver – contractor

- v. Lien Waiver – subcontractor
 - vi. Certified Payroll Form
 - vii. Payroll Deduction Authorization Form
 - viii. Other Deductions on Certified Payroll
 - ix. Section 3 Monthly Compliance Form
 - x. Employee Data and Certification Form
 - xi. Section 3 Posted Notice to Project Residents
 - xii. Required Jobsite Posters
 - 1. Applicable Wage Determination
 - 2. Equal Employment Opportunity
 - 3. Employee Rights Under the Davis-Bacon Act
2. Bid Bond:
Delete paragraph numbered “1.” in the Invitation to Bid, page 3 of 131 and replace with the following:
- 1. Bid Bond on an approved form in an amount equal to five percent (5%) 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;
 - 3. Excavation Volume:
The quantity of the in-place excavation volume will be measured in CY and determined by survey as prepared by the Contractor’s surveyor and reviewed/approved by the Town. The survey shall not be paid separately but included in the price for surveying.
 - 4. Topsoil:
Use the following topsoil specification:

Topsoil shall be placed directly upon completed cut and fill slopes whenever conditions and the progress of construction will allow.

A. Topsoil shall consist of a natural friable surface soil without admixtures of undesirable subsoil, refuse, or foreign materials. It shall be reasonably free from roots, hard clay, coarse gravel, stones larger than one inch in any dimension, noxious weeds, tall grass, brush, sticks, stubble or other material which would be detrimental to the proper development of vegetative growth.

B. Topsoil shall conform to the following gradation:

<u>Topsoil Gradation</u>	
<u>Sieve Size</u>	<u>Percentage Passing</u>
1-inch	100%
1/2 inch	95% - 100%
no.4	75% - 100%
no.10	60% - 100%
no.200	10% - 60%

C. Topsoil shall contain not less than 3%, or more than 20% organic matter, by weight as determined by loss-on-ignition of oven-dried samples in accordance with the ASTM t-6 standard.

1. Organic material shall be decomposed and free of wood.

D. Topsoil sources lacking organic matter may be used if sufficient organic matter in the form of pulverized peat moss or rich organic soil from other sources is thoroughly mixed with the topsoil to provide a product meeting the above requirements.

E. Organic material for incorporation into topsoil, if required, shall be partially decomposed fibrous or cellular stems and leaves of any of several species of sphagnum mosses, or rotted manure. Organic material may require chopping to shredding to insure thorough mixing with the topsoil.

F. A sandy loam topsoil shall meet the ASTM specification d 5268-0.

1. The sandy loam shall be at least 5-7% organic matter content.

5. Topsoil:

Delete paragraph "C3.B Payment" and replace with the following:

B. Payment

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

6. Seed Mix:

Use the following topsoil specification:

Short Grass Upland Seed Mix

Common Name	Scientific Name	PLS Full Seed Rate	%	PLS lbs/Acre
Blue Grama	Bouteloua gracilis	3.0	25	0.75
Bottlebrush Squirreltail	Elymus elymoides	15.0	5	0.75
Buffalograss	Buchloe dactyloides	16.0	25	4
Green Needlegrass	Nassella viridula	10.0	5	0.5
Prairie Junegrass	Koeleria cristata	4.0	5	0.2
Sand Dropseed	Sporobolus cryptandrus	0.6	5	0.03
Sideoats Grama	Bouteloua curtipendula	9.0	20	1.8
Western wheatgrass	Pascopyrum smithii	16.0	<u>10</u>	<u>1.6</u>
			100	9.63

Drill Seeded Rate: 9.63 PLS#/Acre

Mechanical Broadcast Rate: 19.26 PLS#/Acre

Hand Broadcast Areas Rate: 38.52 PLS#/Acre

7. Revegetation/Reseeding:

Delete paragraph "A9.A Measurement" and replace with the following:

A. Measurement

The quantity to be paid for this item shall be for the actual number of pounds of seed mix applied at the time of application for payment.

8. Rip Rap:

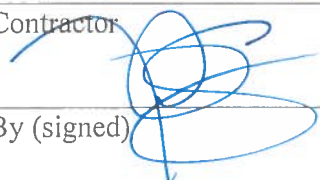
Use of local rip rap sources, including sandstone, is acceptable.

9. Dewatering:
Should dewatering be necessary during the execution of the work, the contractor will be responsible to obtain the appropriate permits and all costs related to dewatering shall be incidental to the cost of the work.
10. Bid Form:
Delete the Bid Form provided in the bid package and replace with the revised Bid Form-Addendum #1 attached.
11. Survey Control:
Survey control is available locally near the project. Electronic files will be provided to the Contractor for use by their surveyor.
12. Creek Flow:
The flow of South St. Vrain Creek will be diverted away from the existing dewatering channel and flowing only within the main channel of the creek prior to the start of construction of this project. Contractor will be responsible for connecting the new overflow channel to the main channel in accordance with the project plans and specifications and for any coordination with DeFalco Construction regarding their ongoing work on the adjacent Bohn Park Project.
13. Disposal of Excavated/Hauled Material:
The disposal site is designated as the former Longmont Water Treatment Plant located on the north side of the 4600 block of Ute Hwy. Upon initiation of the hauling operation, the Town will direct the contractor to a specific location with the disposal site for the stockpiling of the material.
14. Traffic Control at the Disposal Site:
No special traffic control will be required of the Contractor within the disposal site or at the ingress/egress point at Ute Hwy.
15. General Contract Conditions:
Add the attached GCC as Section P per the Table of Contents
16. Exhibits and Town Records:
Part 3/Section S/Exhibits and Town Records has no content/documents. Left blank intentionally.

Acknowledged Addendum #1:

TRENT CASEY
By (printed)

April 12, 2017
Date

DeFalco Construction Co.
Contractor

By (signed)

NORTH OVERFLOW CHANNEL

Project No.: ITB-DH-2017-04

ADDENDUM #2 – April 11, 2017

Please find below a list of clarifications for consideration in preparing the bid for this project:

1. Wage Decision:
Use attached updated Wage Decision dated 4-7-17.
2. Bid bond:
Per Addendum #1, Item #2, Bid Bond value shall be 5% of the Bid price. Delete previously provided Town Bid Bond form and replace with the attached Bid Bond form (revised to reflect 5%).
3. Plan Sheets:
4. Add attached Plan Sheets 6.02 & 6.03 to the plan set. Sheet 6.02 includes profile and cross-section details of the 5 rip-rap Grade Control Structures, the rip-rap Channel Crest (inlet) Structure, and the rip-rap Channel Toe (outlet) Structure. Sheet 6.03 includes Temporary Erosion Control BMP typical details for use on this project. No changes have been made to Plan Sheets 6.00 & 6.01
5. Bid Award:
The anticipated award date for this project is May 2, 2017, following the Board of Trustees meeting on May 1, 2017.
6. Topsoil:
See Addendum #1, Items #4 & #5.
7. Controlling Water:
See Addendum #1, Item #12.
8. Permits:
The only permits required are listed in the Special Provisions, Item #18.
9. Surveyor working on the Bohn Park Project:
Azimuth Surveying.

Acknowledged Addendum #2:

TRENT CASEY
By (printed)

April 12, 2017
Date

DEFAUO CONSTRUCTION CO.
Contractor

[Signature]
By (signed)

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
SABELLS LANDSCAPE	4-10-17	-

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 encourage 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: DEFALCO CONSTRUCTION CO.
2. Business Address: PO Box 820, LONGMONT CO.; 7510 JOHNSON DR., FREDERICK CO.
3. When Organized: 1959
4. Bidder is a (an): CORPORATION
(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).

ANTHONY DEFALCO
7510 JOHNSON DRIVE
FREDERICK, CO 80504

CORPORATION

Corporation is incorporated in the State of: Colorado

President is: Anthony DeFalco

Treasurer is: _____

Place of Business: WELD COUNTY COLORADO

5. How many years have you been engaged in the contracting business under your present firm or trading name? 23
6. Financial Statement: (Attach Separate Sheet)
7. Credit Available for this Contract \$ 500,000.00
8. Contracts Now on Hand, Gross Amounts \$ 7,400,000.00
9. Have you ever refused to sign a contract at your original bid?
No
10. Have you ever defaulted on a contract?
NO

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 3:30 pm this 12TH day of APRIL 20 17.

DEFALCO CONSTRUCTION CO.
(Name of Bidder)

By: Tony Defalco PRESIDENT

STATE OF Colorado)

COUNTY OF Weld)

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

DEFALCO CONSTRUCTION CO.
(Name of Bidder)

Sworn to before me this: 12th

Day of April, 20 17

Benjamin Hanson
NOTARY PUBLIC

My commission expires: 2-21-20

Title: Notary

BENJAMIN HANSON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20084004196
MY COMMISSION EXPIRES FEBRUARY 21, 2020

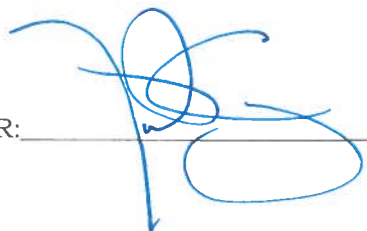
**DEFALCO CONSTRUCTION
BIDDER'S QUALIFICATION DATA**

All questions must be answered clearly and comprehensively. If necessary, separate sheets may be attached. The Bidder may submit additional information.

1. Name of Bidder: **DeFalco Construction Company**
2. Main Office Address: **7510 Johnson Drive, Frederick, Colorado 80504**
3. Phone: **303-651-1100** Fax: **303-651-1171** Email: **admin@defalcoconstruction.com**
4. Bidder's Federal Tax Identification Number: **84-0486436**
State Contractors License Number: **796A**
5. The Bidder is organized as a: **Corporation**
6. The date the Bidder was organized in its current form: **1959**
7. If a corporation, the state where it is incorporated: **Colorado**
8. How many years have you been engaged in the contracting business under your present firm or trade name: **58 years**
9. Contract(s) on hand: (List these, showing amount of each contract and the anticipated completion date)

Job: Town of Lyons	\$4,337,083.21	Anticipated Completion Date: 08/17
Bohn Park Flood Recovery Project		
Job: Town of Erie	\$374,610.62	Anticipated Completion Date: 06/17
Irrigation Pond Improvements Project		
10. General Character or work performed by your company: **Roadwork, Earthwork, Riprap, Utilities, ie, Sewer, Water, and Storm, Concrete Curb & Gutter, Bridge & Box Culvert, Stream Drainage, etc....**
11. Have you ever been debarred or suspended by a government from consideration for the award of contracts? **NO**
12. Have you ever been charged liquidated damages on a contract? **NO**
13. Have you ever failed to complete any work awarded to you? **NO**
14. Have you ever defaulted on a contract? **NO**
15. List your major equipment AVAILABLE FOR THIS PROJECT:
Please see attached sheet
16. List three projects of similar nature to this project
 - a. Job/\$ Town of Lyons, Bohn Park Flood Recovery \$4,337,083.21
Contact Name/Phone: Victoria Simonsen 303-823-6622
 - b. Job/\$ City of Longmont, Left Hand Creek 2013 Storm Channel Repairs \$2,691,826.27
Contact Name/Phone: Steve Ransweiler 303-774-4532
 - c. Job/\$ Town of Erie Coal Creek Crossing Replacement \$356,457.72
Contact Name/Phone: Wendi Palmer 303-926-2875

17. List the more important projects recently completed by your company, stating the approximate cost of each, the month and year completed, location and type of construction: **Please see attached sheet.**
18. Background experience of the principal members of your organization, including officers:
Please see attached sheet
19. Credit Available: \$500,000.00 Line of credit
20. Do you anticipate subcontracting work under this contract?
If yes, what percent of the total contract? 70%
And to whom? To be determined
21. Are there any lawsuits pending against you or your firm at this time? **NO**
22. What are the limits of your public liability? \$ 6,000,000.00
What Company? True North Companies
23. Bonding Limit: \$10,000,000.00
24. Bonding Company: Holmes & Murphy Phone # 720-622-8251
25. Bank Reference(s): Guaranty Bank
26. Will you, upon request, complete a detailed financial statement and furnish any other relevant information that may reasonably be required by the Owner? **Yes** No

CONTRACTOR:  DETAILED
CONSTRUCTION

DATE: April 13, 2017



ATTACHMENT D
BIDDER'S EQUIPMENT DATA

PICK-UPS

GMC – Sierra
Chevy – Silverado (Traffic Control)
Dodge – RAM 2500
Ford – Ranger
Chevy – Silverado
Chevy – Silverado
Ford – F-350 Crew Flatbed
Ford – F-150
Ford – F-250
Ford – F-250
Dodge – RAM 1500
Chevy – Crew – Flatbed
GMC – Sierra
Service Truck – GMC
Ford – F-550
Jeep – Grand Cherokee
Jeep – Cherokee

TRUCKING

Kenworth – Mobile Fuel Truck
Tanker – Water Truck – Single Axle
Tanker – Water Truck – Tandem Axle
Tanker – Water Truck – Tandem Axle
Dump Truck – Sterling – Tandem Axle
Dump Truck – Kenworth T800 – Tandem Axle
Dump Truck – Kenworth T800 – Tandem Axle
Semi Tractor – MACK
Semi Tractor – Kenworth

EARTHMOVING EQUIPMENT

Trencher – DitchWitch
Drill Seeder – 10ft.
Land Disk
Scraper – JD 862B
Scraper – JD 862B
Dozer – CAT D6H
Dozer – CAT D5M
Motor Grader – CAT 140H
Motor Grader – CAT 140H

BACKHOES & LOADERS

Backhoe – JD 310SJ TC
Backhoe – JD 310J
Backhoe – JD 310J
Backhoe – JD 310J
Backhoe – CAT 426C
Loader – JD 544K

Loader – JD 210LE

BACKHOES & LOADERS (Cont.)

Loader – JD 644H

Loader – JD 54H TC

Loader – JD 624H

Loader – JD 624H

Loader – JD 624H

Skid Steer – Bobcat T190

Skid Steer – Bobcat S650

Skid Steer – Bobcat T650

COMPACTION EQUIPMENT

Compactor – Bomag Smooth Drum Roller

Compactor – Bomag Sheepsfoot Roller

Compactor – HAMM 3412

Compactor – CASE 1102 Smooth Drum Roller

Compactor - IR Smooth Double Drum Roller

Compactor - REX Sheepsfoot

EXCAVATORS

Excavator – JD 450CLC Trackhoe (±100k lbs)

Excavator – JD 370 Trackhoe (±80k lbs)

Excavator – JD 330 CLC Trackhoe w/ Thumb (±75k lbs)

Excavator – JD 330 CLC Trackhoe (±75k lbs)

Excavator – JD 230 CLC Trackhoe w/ Thumb (±50k lbs)

Excavator – Hitachi 225 Trackhoe (±50k lbs)

Excavator - JD 135 C Trackhoe (±30k lbs)

Excavator – Hitachi 135 Trackhoe (±30k lbs)

MISC – TRAILERS, EQUIPMENT, ETC.

Office Trailer

Trailer – Lincoln Welder – Trailer Mounted

Trailer – Weed Sprayer - Trailer Mounted

Trailer - Goose Neck

Trailer - Tilt Utility Trailer

Trailer – Flatbed

Trailer – Load King Lowboy

Trailer – Lowboy Recovery

Trailer – Side Dump'r – Sidedump – semi tractor

Trailer - Utility - Steamer

Generator – Wacker – 25 KVV

Generator – Wacker – 25 KVV

Generator – IR – 30 KVV

Generator – IR – 30 KVV

Air Compressor – IR Air Trailer Mounted

Air Compressor – IR Trailer Mounted

Pumps – 2" – 6" Electric and gas Operated

Various Buckets, Shakers, Breakers Attachments – Backhoe & Tackhoe

FELC Under Shot – Bedding Conveyor (trackhoe)

Stihl Demo Saws

Compactors – Walk-behind – "jumping jack", plate compactors etc. – WACKER

Trench Box (Steel) – 20' x 8' GME – 2 EA

Trench Box (Steel) – 20' x 4' GME Stacker

Trench Box (Steel) – 24' x 8' GME

Trench Box (Steel) – 24' x 4' GME Stacker

Trench Box (Steel) – 8' x 8' GME

Trench Box (Steel) – 8' Manhole Box GME – 2 EA

Trench Box (Alum) – 4' Safe-T-Shore – 2 EA

Containment Storage – 6 EACH

Project Experience

<u>Year</u>	<u>Type of Job</u>	<u>Owner Name</u>	<u>Amount</u>
2016	Cherry Ave. & Walnut Ave. Waterline Replacement	City of Loveland	\$127,252.13
2016	Carter Lake Pipeline Connecting Line - Fixed Sleeve Valve Removal	City of Longmont	\$75,141.01
2016	US 36 Streetscape Project	Town of Lyons	\$2,871,734.96
2016	Godding Hollow / WCR 18 Widening Improvements	Town of Frederick	\$3,050,918.59
2016	Capital Improvements - Confluence Area	Town of Lyons	\$1,914,498.70
2016	Downtown Alley Improvements: Phase 2 - West Side	City of Longmont	\$2,623,916.79
2016	Topaz Dr; Ruby Dr. to 26th Street	City of Boulder	\$174,928.03
2016	168th Culvert Replacement	City & County of Broomfield	\$73,864.00
2016	Burlington Avenue Reconstruction	Town of Lafayette	\$178,448.26
2015	Godding Hollow/WCR 18 Road Widening	Town of Frederick	\$2,959,502.48
2015	2015 Water & Sewer Rehab	City of Fort Lupton	\$1,037,339.75
2015	Sanitas Valley Road Repairs	City of Boulder	\$315,806.69
2015	McCaslin Drainage Improvements	Town of Superior	\$108,133.17
2015	LHC 2013 Storm Channel Repairs	City of Longmont	\$2,691,826.27
2015	Coal Creek Trail Restoration	City of Lafayette	\$721,027.25
2015	Permanent Flood Repair Project	Weld County	\$690,556.80
2014	Left Hand Creek Flood Control	City of Longmont	\$3,032,498.09
2014	Hwy. 66 & County Line Rd Intersection improvements	City of Longmont	\$1,264,993.45
2014	9th Avenue Sidewalk Extension	City of Longmont	\$473,153.87
2014	Coal Creek Debris Removal	City of Lafayette	\$89,442.87
2014	Repair of Bridge over Little Thompson River	Larimer County	\$484,138.49
2014	Boulder & Lefthand Ditch Pipeline Project	Boulder & Lefthand Irrigation Company	\$166,098.00
2014	Site Utility Package for Modular Offices	St. Vrain Valley School District	\$131,650.00
2014	Non-Aggregate Debris Removal	City of Longmont	\$211,307.71
2014	WCR 16 Sidewalk & Drainage Improvements	Town of Frederick	\$93,266.24
2014	Interceptor F & Quail Neighborhood Interconnect	City of Longmont	\$79,134.85
2014	WCR 7 Emergency Repairs	Town of Frederick	\$79,559.41
2014	Hawthorn Street Drainage Improvements	Town of Frederick	\$114,498.93
2014	Gateway Estates Storm Water Collection System	City of Greeley	\$857,150.97
2013	2013 Utility Project	City of Louisville	\$498,879.89
2013	Sewer Collection System Rehabilitation	City of Greeley	\$252,220.61
2013	Jim Hamm pond outlet & delivery	City of Longmont	\$99,810.00
2013	Coffin Davis ditch Augmentation structures	City of Longmont	\$164,836.07
2013	Left Hand Creek Flood Control	City of Longmont	\$6,911,540.00
2013	Dillon Rd. & S. 120th Intersection Improvements	City & County of Broomfield	\$710,039.30

BACKGROUND AND EXPERIENCE

Name: **Anthony "Skip" DeFalco** Current Title or Position: **Vice-President: Construction Management**

1. How many years have you held current title or position with this firm? **45**
2. What other titles or positions have you held with this firm and for how many years? **N/A**
3. How many years experience in the proposed category or categories does this person have? **45**
4. List below other companies with whom this person has been affiliated within the last 10 years

Name **N/A**
Title or Position
Address
City, State, Zip
5. Have any of the above named companies ever been found non-responsible, disbarred or suspended from participation in the award of contract with a government on a project where you were involved as key personnel? **No** If so, explain: **N/A**

Name: **Tony DeFalco** Current Title or Position: **President**

1. How many years have you held current title or position with this firm? **10 years**
2. What other titles or positions have you held with this firm and for how many years? **None**
3. How many years experience in the proposed category or categories does this person have?
14 years
4. List below other companies with whom this person has been affiliated within the last 10 years

Name: **Holder Construction Company**
Title or Position: **Senior Project Engineer**
Address: **3333 Riverwood Parkway, Suite 400**
City, State, Zip: **Atlanta, GA 30337**
5. Have any of the above named companies ever been found non-responsible, disbarred or suspended from participation in the award of contract with a government on a project where you were involved as key personnel? **No** If so, explain: **N/A**

Name: **Trent Casey**

Current Title or Position: **Senior Estimator**

1. How many years have you held current title or position with this firm? **14 years**
2. What other titles or positions have you held with this firm and for how many years?
Project Manager/Estimator 6 years
3. How many years experience in the proposed category or categories does this person have?
25 years
4. List below other companies with whom this person has been affiliated within the last 10 years

Name N/A
Title or Position
Address
City, State, Zip

5. Have any of the above named companies ever been found non-responsible, disbarred or suspended from participation in the award of contract with a government on a project where you were involved as key personnel? No If so, explain: N/A

Name: John Carter Current Title or Position: Superintendent

1. How many years have you held current title or position with this firm? 38 years
2. What other titles or positions have you held with this firm and for how many years? N/A
3. How many years experience in the proposed category or categories does this person have?
38 years
4. List below other companies with whom this person has been affiliated within the last 10 years

Name N/A
Title or Position
Address
City, State, Zip

5. Have any of the above named companies ever been found non-responsible, disbarred or suspended from participation in the award of contract with a government on a project where you were involved as key personnel? No If so, explain: N/A

Name: Jack Rumsey Current Title or Position: Superintendent

1. How many years have you held current title or position with this firm? 18 years
2. What other titles or positions have you held with this firm and for how many years? None
3. How many years experience in the proposed category or categories does this person have?
28 years
4. List below other companies with whom this person has been affiliated within the last 10 years

Name: 2MS
Title or Position: Project Manager/Superintendent
Address
City, State, Zip: Commerce City, CO

5. Have any of the above named companies ever been found non-responsible, disbarred or suspended from participation in the award of contract with a government on a project where you were involved as key personnel? No If so, explain: N/A

Name: Daniel Bottorff Current Title or Position: Superintendent

1. How many years have you held current title or position with this firm? 5 years
2. What other titles or positions have you held with this firm and for how many years? None
3. How many years experience in the proposed category or categories does this person have?
27 years
4. List below other companies with whom this person has been affiliated within the last 10 years

Name: Premier Paving
Title or Position: Project Manager/Superintendent 5 years
Address
City, State, Zip: Denver, CO

Name: Asphalt Specialties
Title or Position: Project Manager/Superintendent 6 years
Address
City, State, Zip: Denver, CO

5. Have any of the above named companies ever been found non-responsible, disbarred or suspended from participation in the award of contract with a government on a project where you were involved as key personnel? No If so, explain: N/A

Name: Kelly Shain Current Title or Position: Traffic Control Superintendent

1. How many years have you held current title or position with this firm? 4 years
2. What other titles or positions have you held with this firm and for how many years? N/A
3. How many years experience in the proposed category or categories does this person have? 7 years
4. List below other companies with whom this person has been affiliated within the last 10 years

Name Carnes Services 3 years
Title or Position Traffic Control Superintendent
Address 8021 2nd St,

City, State, Zip Wellington, CO.

5. Have any of the above named companies ever been found non-responsible, disbarred or suspended from participation in the award of contract with a government on a project where you were involved as key personnel? No If so, explain: N/A

CERTIFICATE OF CORPORATE PRINCIPAL

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

I, Ben Hanson, certify that I am the Secretary of the corporation named as Contractor herein; that Tony DeFalco who signed this Agreement on behalf of the Contractor, was then President 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

Ben Hanson
(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

Defalco Construction PO Box 820 Longmont, CO, 80502
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 ☒

Ben Hanson Secretary
Name and Title of Signer (Please type)

Ben Hanson
Signature

4-12-17
Date

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

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

DeFalco Construction

Name of Prime Contractor

ITB-PH-2017-04

Project Name and Number

NORTH OVERFLOW CHANNEL

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>)

DeFalco Construction PO Box 820 Longmont, CO, 80502

Name and Address of Bidder (include ZIP code):

Ben Hanson Secretary

Name and Title of Signer (Print or Type)

Ben Hanson

Signature

9-12-17

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)

DeFalco Construction
Name of Contractor or Sub-Contractor

ITB-DH-2017-04 NORTH OVERFLOW CHANNEL
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.

Ben Hanson Secretary
Name and Title of Signer (Type of Print)

Ben Hanson
Signature

8-12-17
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.

Ben Hanson

(Typed name of official)

Ben Hanson secretary

(Signature of Official)

DEFALCO CONSTRUCTION Co.

(Typed name of entity)

4-12-17

(Date)

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

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

State of COLORADO)

County of WELD) ss.

ANTHONY DEFALCO, being first duly sworn, deposes and says that:

1. He/She is PRESIDENT of DEFALCO CONSTRUCTION, 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)

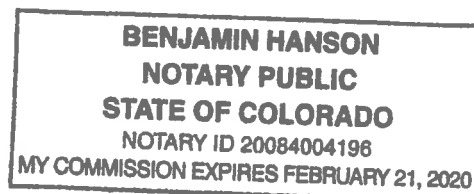
ANTHONY DEFALCO / PRESIDENT

(Name & Title)

Subscribed and sworn to before me
this 12th day of April, 2017


(Notary Public)

My commission expires 2-21-20



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. 1701u. 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

DeFALCO CONSTRUCTION CO.

_____ 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 LYONS CO.

- 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 DeFALCO CONSTRUCTION CO., 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

Tom DeFalco

Title

PRESIDENT

Date 4/13/17

Signature

Ben Manson

Title

Secretary

Date 4/13/17

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 April 20 17 THROUGH July 20 17
(Duration of the CDBG-DR-Assisted Project)

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
Type Of Contract (Business or Profession)	Total Number of Contracts	Total Approximate Dollar Amount	Estimated Number Of Contracts to Project Area Businesses*	Estimated Dollar Amount to Project Area Businesses*
<u>SURVEYOR</u>	<u>1</u>	<u>1600⁰⁰</u>	<u>—</u>	<u>—</u>
<u>LANDSCAPING</u>	<u>1</u>	<u>5700⁰⁰</u>		

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

DEFALCO CONSTRUCTION CO.

Company

NORTH OVERFLOW CHANNEL

Project Name

Ben Hansen

EEO Officer (Signature)

ITB-DW-2017-04

Project/IFB Number

April 13, 2017

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	2	2	—	—
Professionals				
Technicians				
Housing Sales/Rental/Mgmt.				
Office Clerical	1	1	—	—
Service Workers	4	4	—	—
Others				

TRADE:

Journeyman				
Apprentices				
Maximum No. Trainees				
Others				

TRADE:

Journeyman				
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.

Defalco Construction Co.

Company

Certification Regarding Debarment and Suspension

U.S. Department of Housing
and Urban Development

Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;

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

b. Have not within a three-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 statements, or receiving stolen property;

c. 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 paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. 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.

Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required 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 person from participation in this transaction.

3. 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 of default.

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

5. 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 the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. 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.

7. 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.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it 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 this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. 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 a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, 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 of default.

Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

1. 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.
2. 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.

Instructions for Certification (B)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. 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.
3. 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 when submitted or has become erroneous by reason of changed circumstances.
4. 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 person to which this proposal is submitted for assistance in obtaining a copy of these regulations.
5. 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.
6. 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.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it 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 Nonprocurement List.
8. 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 a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower 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.

Applicant

DEFALCO CONSTRUCTION CO.

Date

4/12/17

Signature of Authorized Certifying Official

Tony Defalco

Title

PRESIDENT