

**TOWN OF LYONS, COLORADO
RESOLUTION 2021-08**

**A RESOLUTION OF THE TOWN OF LYONS, COLORADO RATIFYING
THE FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH
ROCKSOL CONSULTING GROUP, INC. FOR CONSTRUCTION MANAGEMENT
SERVICES FOR THE 2nd AVENUE BRIDGE REPLACEMENT PROJECT**

WHEREAS, the Town of Lyons ("Town") has the authority to enter into contracts for any lawful municipal purpose pursuant to C.R.S. § 31-15-101; and

WHEREAS, pursuant to Resolution 2020-134, the Town and RockSol Consulting Group, Inc. ("Contractor") entered into that certain Professional Services Agreement, Project Number 20-2ndAVE-BR-04 ("Project"), dated September 8, 2020 for Contractor to perform the Work as specified in the Contract Documents, for a not-to-exceed cost of **ONE HUNDRED EIGHTY-ONE THOUSAND SEVEN HUNDRED THIRTY-TWO DOLLARS AND NO CENTS (\$181,732.00)** ("Original Agreement"); and

WHEREAS, the Town has obtained funding for Construction Management Services for the 2nd Avenue Bridge Replacement Project ("Project") from the Federal Emergency Management Agency ("FEMA") and from the Department of Housing and Urban Development Community Development Block Grant Disaster Recovery ("CBDG-DR") administered by the Boulder County Collaborative under the Intergovernmental Agreement between the Town of Lyons and the City of Longmont (INF-00010); and

WHEREAS, Sections 1.3 and 10.12 of the Original Agreement require that any amendment to the Original Agreement be in writing and signed by the Parties; and

WHEREAS, the Contractor and the Town Administrator have executed an amendment to correct the date on the original contract date incorrectly entered as September 8, 2020, which was the date of approval by the Town of Lyons Board of Trustees, to accurately reflect the date of mutual execution, which was September 28, 2020 at no increase to the contract for a total not-to-exceed cost of **ONE HUNDRED EIGHTY-ONE THOUSAND SEVEN HUNDRED THIRTY-TWO DOLLARS AND NO CENTS (\$181,732.00)** ("First Amendment"); and

WHEREAS, the Town Board of Trustees desires to ratify this First Amendment in substantially the form attached hereto as **Exhibit 1** for the purpose of entering it into the permanent Town record;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF LYONS, COLORADO:

Section 1. The above recitals are hereby incorporated by reference.

Section 2. The Board of Trustees hereby:

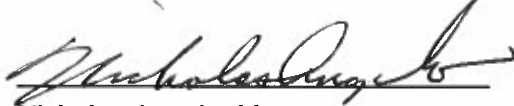
- (a) Ratifies the First Amendment to the Professional Services Agreement for the Project in substantially the form attached as **Exhibit 1**;

(b) authorizes the Town Administrator and the Town Attorney, in consultation with the Mayor, to make such changes as may be necessary to correct any non-material errors or language in the Professional Services Agreement that does not increase the obligations of the Town;

Section 3. This resolution shall take effect immediately upon adoption.

ADOPTED this 19th day of January 2021.

TOWN OF LYONS


Nicholas Angelo, Mayor

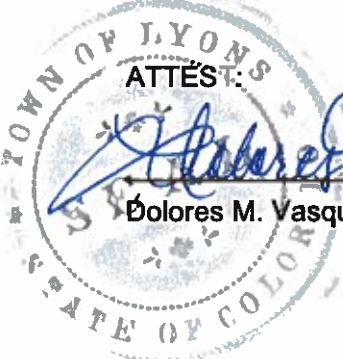
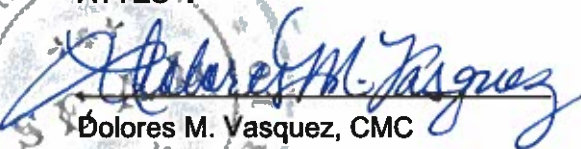

ATTES:

Dolores M. Vasquez, CMC

Exhibit 1:
RockSol Consulting Group, Inc.
Amendment 1

Town of Lyons, Colorado

**FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT**

Project/Services Name: Construction Management Services for 2nd Avenue Bridge
Replacement

Project Number: 20-2ndAVE-BR-04

This FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT ("First Amendment") is made and entered into on the date upon which it is mutually executed by the Parties (the "Effective Date"), 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"), and RockSol Consulting Group, Inc. with offices at 12076 Grant St., Thornton, CO 80241 (the "Contractor"). The Town and the Contractor may be referred to collectively as the "Parties" and each individually as "Party".

WITNESSETH

WHEREAS, pursuant to Resolution 2020-134, the Town and the Contractor entered into that certain Professional Services Agreement, Project Number 20-2ndAVE-BR-04, executed September 28, 2020 ("Original Agreement") for Contractor to perform the Work as specified in the Contract Documents, for a not-to-exceed cost of **ONE HUNDRED EIGHTY-ONE THOUSAND SEVEN HUNDRED THIRTY-TWO DOLLARS AND NO CENTS (\$181,732.00)** (the "Project"); and

WHEREAS, Sections 1.3 and 10.12 of the Agreement require that any amendment to the Agreement be in writing and signed by the Parties; and

WHEREAS, the Parties desire to enter into an amendment to correct the on the original contract date incorrectly entered as September 8, 2020, which was the date of approval by the Town of Lyons Board of Trustees, to accurately reflect the date of mutual execution, which was September 28, 2020 at no increase to the contract for a total not-to-exceed amount of **ONE HUNDRED EIGHTY-ONE THOUSAND SEVEN HUNDRED THIRTY-TWO DOLLARS AND NO CENTS (\$181,732.00)** ("First Amendment"); and

NOW, THEREFORE, it is agreed by and between the Town and the Contractor that the Agreement shall be amended as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference as though set forth in full.
2. **Original Terms and Conditions.** Except as amended herein, the original terms and conditions of the Agreement remain in full force and effect.
3. **Term.** The execution date of the Original Agreement is corrected to September 28, 2020, as shown in the corrected first page of the contract and in Section 4, as shown in **Exhibit A**.
4. **Scope of Work.** There is no change to the Scope of Work with this amendment.

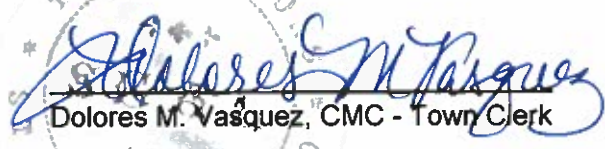
5. **Contract Sum and Payment.** There is no change to the contract price with this amendment.
6. **Force and Effect of Amendment.** Notwithstanding anything in the Original Agreement to the contrary, the Original Agreement shall be amended such that all references in the Original Agreement to "Agreement" shall refer to the Original Agreement as amended by this First Amendment.
7. **Conflict.** This First Amendment is and shall be construed as part of the Original Agreement. In case of any inconsistency between this First Amendment and the Original Agreement, the provisions containing such inconsistency shall be reconciled with one another to the maximum extent possible, and then to the extent of any remaining inconsistency, the terms of this First Amendment shall control.
8. **Counterparts; Facsimile or Electronic Signature; Authority.** The Parties hereto agree that this First Amendment may be executed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement. The Parties further agree that this First Amendment may be executed by facsimile or electronic signature, and that any facsimile or electronic signature shall be binding upon the Party providing such signature as if it were the Party's original signature.

IN WITNESS WHEREOF, the Parties have executed this First Amendment to Professional Services Agreement, Project/Service: Construction Management Services for 2nd Avenue Bridge Replacement, to be effective as of the date of mutual execution by the Parties. By the signature of its representatives below, each Party affirms that it has taken all necessary action to authorize said representative to execute this First Amendment.

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT is executed and made effective as provided above.

TOWN OF LYONS, COLORADO:

ATTEST:


Dolores M. Vasquez, CMC - Town Clerk

Approval by:

By: 
Nicholas Angelo, Mayor

11/13/2021, 2020
Date of execution (Town)

ROCKSOL CONSULTING GROUP, INC.:

By: 

Printed name: Saeid Saeib

Its: President

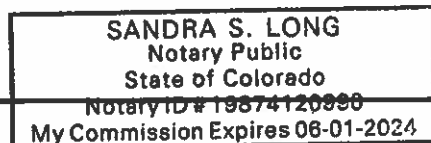
Date (Contractor): Dec. 31, 2020

STATE OF Colorado ,
COUNTY OF Adams) ss.

The foregoing Amendment was acknowledged before me this 31st day of December, 2020, by Saeid Saeib as President of RockSol Consulting Group, Inc., a Corporation.

Witness my hand and official seal.

My commission expires: 06/01/2024.





Notary Public #1987412090
(Required for all contracts pursuant to C.R.S. § 8-40-202(2)(b)(IV))

EXHIBIT A – REVISED ROCKSOL CONTRACT

**Town of Lyons
PROFESSIONAL SERVICES AGREEMENT**

Project/Services Name:

Construction Management Services for 2nd Avenue Bridge Replacement

Project #: 20-2nd AVE-BR-04

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 28th day of September 2020, 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**"), and RockSol Consulting Group, Inc. with offices at 12076 Grant St., Thornton, CO 80241 (the "**Contractor**"). The Town and Contractor may be referred to collectively as the "Parties" or each individually as "Party".

RECITALS

WHEREAS, the Town requires certain professional services as more fully described in Exhibit A;

WHEREAS, the Town issued a Request for Proposals for the services which are the subject of this Agreement; and

WHEREAS, the time for submittal of proposals has passed, and the Town has evaluated all proposals; and

WHEREAS, the Town has identified the Contractor as the most qualified responsible bidder; and

WHEREAS, the Contractor represents that it possesses the necessary qualifications to perform these services; and

WHEREAS, the Town desires to contract with the Contractor subject to the terms of this Agreement.

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:

1.0 SERVICES AND PURPOSE OF AGREEMENT

- 1.1 Services. The Town desires to achieve, secure, receive, or obtain certain service(s) or work product(s) as more specifically described in **Exhibit A** (the "Services"). **Exhibit A** describes the requirements and deliverables required by this Agreement and is attached hereto and incorporated herein by reference. As an independent contractor, the Contractor offers and agrees to perform and/or deliver the Services in accordance with the terms and conditions of this Agreement. The Parties recognize and acknowledge that, although the Town has requested certain general services to be performed or certain work product to be produced, the Contractor has offered to the Town the process, procedures, terms, and conditions under which the Contractor

plans and proposes to achieve or produce the services and/or work product(s) and the Town, through this Agreement, has accepted such process, procedures, terms, and conditions as binding on the Parties.

- 1.2 Town Representative. The Town assigns Tracy Sanders as the Town Representative for this Agreement. The Town Representative will monitor the Contractor's progress and performance under this Agreement and shall be available to the Contractor to respond to questions, assist in understanding Town policies, procedures, and practices, and supervise the performance of any Town obligations under this Agreement.
- 1.3 Changes to Services. Any changes to the Services that are mutually agreed upon between the Town and the Contractor shall be made in a formal writing referencing this Agreement and, only upon execution by both Parties of such formal writing, shall become an amendment to the Services described in this Agreement. To be effective, any written change must be signed by the Contractor and by the Town or by a person expressly authorized in writing to sign on behalf of the Town. Changes to the Services or to this Agreement shall not be made through oral agreement or electronic mail messages.
- 1.4 Meeting Attendance. The Contractor shall attend such meetings of the Town relative to the Scope of Work set forth in **Exhibit A** as may be requested by the Town. Any requirement made by the named representatives of the Town shall be given with reasonable notice to the Contractor so that a representative may attend.
- 1.5 Agreement to Comply with Requisite Provisions Based On Funding Source. If checked in Section 11.0 below, the Town will pay in whole or in part for the Services rendered hereunder with federal or State based grant funding. Contractor agrees to comply with all provisions set forth in any Attachment as noted and if checked.
- 1.6 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.

2.0 COMPENSATION

- 2.1 Commencement of and Compensation for Services. Following execution of this Agreement by the Town, the Contractor shall be authorized to and shall commence performance of the Services as described in **Exhibit A**, subject to the requirements and limitations on compensation as provided by this Section 2.0 and its subsections. Compensation to be paid hereunder shall not exceed **One Hundred Eighty-One Thousand Seven Hundred Thirty-Two and 00/100 (\$181,732.00)** unless a larger amount is agreed to by and between the Parties in accordance with the amendment requirements of this Agreement.
 - A. Method of Compensation. The Contractor shall perform the Services and shall invoice the Town for work performed based on the rates and/or compensation methodology and amounts described in **Exhibit A** subject to the not to exceed amount set forth in this Section. **These invoices for payment should be emailed to ap@townoflyons.com or mailed to Town of Lyons, P.O. Box 49,**

Lyons, CO 80540. Monthly, partial, progress payments shall be made by the Town to the Contractor for the percentage of the Scope of Work completed. Progress payments shall not constitute a waiver of the right of the Town to require the fulfillment of all material terms of this Agreement and the delivery of all improvements embraced in this Agreement.

- B. Final Payment. Final payment may be requested by the Contractor upon completion and acceptance, by the Town, of all work or Services as set forth in Exhibit A. The total amount of final payment shall consist of the compensation set forth in paragraph 2.1, as adjusted in accordance with amendments approved per Section 2.3 of this Agreement, if applicable, less all previous payments to the Contractor.
 - C. Extra Work. Should work beyond that described in Exhibit A 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.
 - D. Receipts. The Town, before making any payment, may require the Contractor to furnish at no additional charge 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.
- 2.2 Reimbursable Expenses. If this Agreement is for lump sum compensation, there shall be no reimbursable expenses. If the Agreement is for compensation based on a time and materials methodology, the following shall be considered "reimbursable expenses" for purposes of this Agreement and may be billed to the Town without administrative mark-up but which must be accounted for by the Contractor and proof of payment shall be provided by the Contractor with the Contractor's monthly invoices:

- ☒ None
- ☐ Vehicle Mileage (billed at not more than the prevailing per mile charge permitted by the IRS as a tax deductible business expense)
- ☐ Printing and Photocopying Related to the Services (billed at actual cost)
- ☐ Long Distance Telephone Charges Related to the Services
- ☐ Postage and Delivery Services
- ☐ Lodging and Meals (but only with prior written approval of the Town as to dates and maximum amount)

Any fee, cost, charge, or expense incurred by the Contractor not otherwise specifically authorized by this Agreement shall be deemed a non-reimbursable cost that shall be borne by the Contractor and shall not be billed or invoiced to the Town and shall not be paid by the Town.

- 2.3 Increases in Compensation or Reimbursable Expenses. Any increases or modification to the compensation or reimbursable expenses shall be subject to the approval of the Town and shall be made only by written amendment of this Agreement executed by both Parties.
- 2.4 Payment Processing. The Contractor shall submit invoices and requests for payment in a form acceptable to the Town. Invoices shall not be submitted more often than once each month unless otherwise approved by this Agreement or in writing by the Town in accordance with the amendment requirements of this Agreement. Unless otherwise directed or accepted by the Town, all invoices shall contain sufficient information to account for all appropriate measure(s) of Contractor work effort (e.g., task completion, work product delivery, or time) and all authorized reimbursable expenses for the Services during the stated period of the invoice. Following receipt of a Contractor's invoice, the Town shall promptly review the Contractor's invoice. All Town payments for Services rendered pursuant to this Agreement shall be issued in the business name of Contractor only, and in no event shall any such payments be issued to an individual. In no event shall any Town payments to Contractor be in the form of or based upon a salary or an hourly wage rate.
- 2.5 Town Dispute of Invoice or Invoiced Item(s). The Town may dispute any Contractor compensation and/or reimbursable expense requested by the Contractor described in any invoice and may request additional information from the Contractor substantiating any and all compensation sought by the Contractor before accepting the invoice. When additional information is requested by the Town, the Town shall advise the Contractor in writing, identifying the specific item(s) that are in dispute and giving specific reasons for any request for information. The Town shall pay the Contractor within forty-five (45) days of the receipt of an invoice for any undisputed charges or, if the Town disputes an item or invoice and additional information is requested, within thirty (30) days of acceptance of the item or invoice by the Town following receipt of the information requested and resolution of the dispute. To the extent possible, undisputed charges within the same invoice as disputed charges shall be timely paid in accordance with this Agreement. Payment by the Town shall be deemed made and completed upon hand delivery to the Contractor or designee of the Contractor or upon deposit of such payment or notice in the U.S. Mail, postage pre-paid, addressed to the Contractor.

3.0 CONTRACTOR'S REPRESENTATIONS AND OFFERED PERFORMANCE

The Contractor offers to perform the Services in accordance with the following Contractor-elected practices and procedures. By this Agreement, the Town accepts such offer and the following are hereby made part of the terms and conditions of this Agreement:

- 3.1 General. The Contractor shall become fully acquainted with the available information related to the Services. The Contractor shall affirmatively request from the Town Representative and the Town such information that the Contractor, based on the Contractor's professional experience, should reasonably expect is available and which would be relevant to the performance of the Services. The Contractor shall promptly inform the Town concerning ambiguities and uncertainties related to the Contractor's performance that are not addressed by the Agreement. The Contractor

shall provide all of the Services in a timely and professional manner. The Contractor shall comply with all applicable federal, state and local laws, ordinances, regulations, and resolutions.

- 3.2 Independent Contractor. The Contractor shall perform the Services as an independent contractor and shall not be deemed by virtue of this Agreement to have entered into any partnership, joint venture, employer/employee or other relationship with the Town. This Agreement does not require the Contractor to work exclusively for the Town. This Agreement shall not be interpreted as the Town dictating or directing the Contractor's performance or the time of performance beyond a completion schedule and a range of mutually agreeable work hours, but shall be interpreted as the Contractor's offer and Town acceptance of terms and conditions for performance. The Contractor's business operations shall not be combined with the Town by virtue of this Agreement, and the Town will not provide any training to Contractor, its agents, or employees beyond that minimal level required for performance of the Services. The Parties acknowledge that the Contractor may require some assistance or direction from the Town in order for the Services to meet the Town's contractual expectations. Any provisions in this Agreement that may appear to grant the Town the right to direct or control Contractor or the Services shall be construed as Town plans or specifications regarding the Services.
- 3.3 Liability for Employment-Related Rights and Compensation. The Contractor shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with the Contractor, as well as all legal costs including attorney's fees incurred in the defense of any conflict or legal action resulting from such employment or related to the corporate amenities of such employment. 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. **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, 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.

- 3.4 Interaction with Public. The Contractor recognizes that its conduct during the performance of the Services hereunder reflects upon its reputation in the community as well as upon the public perception of the Town. Therefore, the Contractor offers and warrants to the Town that the Contractor, its agents and employees will conduct all of their interactions with the citizens and the public relating to the performance of the Services hereunder in such a manner as to provide customer service that reflects positively upon its reputation and the Town's public image.
- 3.5 Subcontractors. The Parties recognize and agree that subcontractors may be utilized by the Contractor for the performance of certain Services if and as described more particularly in **Exhibit A**; however, the engagement or use of subcontractors will not relieve or excuse the Contractor from performance of any obligations imposed in accordance with this Agreement and Contractor shall remain solely responsible for ensuring that any subcontractors engaged to perform Services hereunder shall perform such Services in accordance with all terms and conditions of this Agreement.
- 3.6 Standard of Performance. In performing the Services, the Contractor warrants that it shall use that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by highly competent members of the same profession practicing in the State of Colorado. The Contractor represents to the Town that the Contractor is, and its employees or subcontractors performing such Services are, properly licensed and/or registered within the State of Colorado for the performance of the Services (if licensure and/or registration is required by applicable law) and that the Contractor and employees possess the skills, knowledge, and abilities to perform the Services competently, timely, and professionally in accordance with this Agreement. In addition, the Contractor warrants and represents that it will provide the Services in accordance with more specific standards of performance as are included within **Exhibit A**. The Contractor represents, covenants and agrees that the Services will be provided to the Town free from any material errors. The Contractor's failure to meet or exceed any of the foregoing standards and warranties may be considered a material breach of this Agreement and may be grounds for termination of the Agreement pursuant to Section 4.0 below, in addition to any other remedies as provided in Section 9.0 below.
- 3.7 Review of Books and Records. The Contractor shall promptly comply with any written Town request for the Town or any of its duly authorized representatives to reasonably access and review any books, documents, papers, and records of the Contractor that are pertinent to the Contractor's performance under this Agreement for the purpose of the Town performing an audit, examination, or other review of the Services.
- 3.8 Licenses and Permits. The Contractor shall be responsible at the Contractor's expense for obtaining, and maintaining in a valid and effective status, all licenses and permits necessary to perform the Services unless specifically stated otherwise in this Agreement.
- 3.9 Affirmative Action. The Contractor warrants that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex or

national origin. The Contractor warrants that it will take affirmative action to ensure applicants are employed, and employees are treated during employment without regard to their race, color, religion, sex or national origin. 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.

- 3.10 Employment of or Contracts with Illegal Aliens. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. The Contractor shall not contract with a subcontractor that fails to certify that the subcontractor does not knowingly employ or contract with any illegal aliens. By entering into this Agreement, the Contractor certifies as of the date of this Agreement that it does not knowingly employ or contract with an illegal alien who will perform work under this contract for Services and that the Contractor will participate in the e-verify program or department program in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services. The Contractor is prohibited from using either the e-verify program or the department program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed. If the Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Contractor shall be required to notify the subcontractor and the Town within three (3) days that the Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien. The Contractor shall terminate the subcontract if the subcontractor does not stop employing or contracting with the illegal alien within three (3) days of receiving the notice regarding Contractor's actual knowledge. The Contractor shall not terminate the subcontract if, during such three (3) days, the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. The Contractor is required to comply with any reasonable request made by the Department of Labor and Employment made in the course of an investigation undertaken to determine compliance with this provision and applicable state law. If the Contractor violates this provision, the Town may terminate this Agreement, and the Contractor may be liable for actual and/or consequential damages incurred by the Town, notwithstanding any limitation on such damages provided by such Agreement.
- 3.11 Duty to Warn. The Contractor agrees to call to the Town's attention errors in any drawings, plans, sketches, instructions, information, requirements, procedures, and/or other data supplied to the Contractor (by the Town or by any other party) that it becomes aware of and believes may be unsuitable, improper, or inaccurate in a material way. However, the Contractor shall not independently verify the validity, completeness or accuracy of such information unless included in the Services or otherwise expressly engaged to do so by the Town.

4.0 TERM AND TERMINATION

- 4.1 Term. This Agreement shall be effective as of the date of mutual execution, (the "Effective Date") and shall terminate at the earlier of the date on which all obligations of the parties have been met (to include all Services have been completed) or **11:59 p.m. on 30th day of April, 2021**, or on a prior date of termination as may be permitted by this Agreement; provided, however, that the Parties may mutually agree in writing to extend the term of this Agreement, subject to annual appropriation. Those provisions that survive termination, to include the indemnification obligations and any warranty obligations, shall remain in effect past termination.
- 4.2 Continuing Services Required. The Contractor shall perform the Services in accordance with this Agreement commencing on the Effective Date until such Services are terminated or suspended in accordance with this Agreement. The Contractor shall not temporarily delay, postpone, or suspend the performance of the Services without the written consent of the Town Board of Trustees, Town Administrator, the Town Representative, or other Town employee expressly authorized in writing to direct the Contractor's services.
- 4.3 Town Unilateral Termination. This Agreement may be terminated by the Town for any or no reason upon written notice delivered to the Contractor at least ten (10) days prior to termination. In the event of the Town's exercise of the right of unilateral termination as provided by this paragraph:
- A. Unless otherwise provided in any notice of termination, the Contractor shall provide no further services in connection with this Agreement after receipt of a notice of termination; and
- B. All finished or unfinished documents, data, studies and reports prepared by the Contractor pursuant to this Agreement shall be delivered by the Contractor to the Town and shall become the property of the Town; and
- C. The Contractor shall submit to the Town a final accounting and final invoice of charges for all outstanding and unpaid Services and reimbursable expenses performed prior to the Contractor's receipt of notice of termination and for any services authorized to be performed by the notice of termination as provided by Section 4.3(A) above. Such final accounting and final invoice shall be delivered to the Town within thirty (30) days of the date of termination; thereafter, no other invoice, bill, or other form of statement of charges owing to the Contractor shall be submitted to or accepted by the Town.
- 4.4 Termination for Non-Performance. Should a party to this Agreement fail to materially perform in accordance with the terms and conditions of this Agreement, this Agreement may be terminated by the performing party if the performing party first provides written notice to the non-performing party which notice shall specify the non-performance, provide both a demand to cure the non-performance and reasonable time to cure the non-performance, and state a date upon which the Agreement shall be terminated if there is a failure to timely cure the non-performance. For purpose of this Section 4.4, "reasonable time" shall be not less

than five (5) business days. In the event of a failure to timely cure a non-performance and upon the date of the resulting termination for non-performance, the Contractor shall prepare a final accounting and final invoice of charges for all performed but unpaid Services and authorized reimbursable expenses. Such final accounting and final invoice shall be delivered to the Town within fifteen (15) days of the date of termination; thereafter, no other invoice, bill, or other form of statement of charges owing to the Contractor shall be submitted to or accepted by the Town. Provided that notice of non-performance is provided in accordance with this Section 4.4, nothing in this Section 4.4 shall prevent, preclude, or limit any claim or action for default or breach of contract resulting from non-performance by a Party.

4.5 Unilateral Suspension of Services. The Town may suspend the Contractor's performance of the Services at the Town's discretion and for any reason by delivery of written notice of suspension to the Contractor which notice shall state a specific date of suspension. Upon receipt of such notice of suspension, the Contractor shall immediately cease performance of the Services on the date of suspension except: (1) as may be specifically authorized by the notice of suspension (e.g., to secure the work area from damage due to weather or to complete a specific report or study); or (2) for the submission of an invoice for Services performed prior to the date of suspension in accordance with this Agreement.

4.6 Delivery of Notice of Termination. Any notice of termination permitted by this Section 4.0 and its subsections shall be addressed to the person signing this Agreement on behalf of either Town or Contractor at the address shown below or such other address as either party may notify the other of and shall be deemed given upon delivery if personally delivered, or forty-eight (48) hours after deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested.

5.0 INSURANCE

5.1 Insurance Generally. During the term of this Agreement, the Contractor shall obtain and shall continuously maintain, at the Contractor's expense, insurance of the kind and in the minimum amounts specified as follows by checking the appropriate boxes:

☐ The Contractor shall obtain and maintain the types, forms, and coverage(s) of insurance deemed by the Contractor to be sufficient to meet or exceed the Contractor's minimum statutory and legal obligations arising under this Agreement ("Contractor Insurance"); or

☒ The Contractor shall secure and maintain the following ("Required Insurance"):

☒ Worker's Compensation Insurance in the minimum amount required by applicable law for all employees and other persons as may be required by law. Such policy of insurance shall be endorsed to include the Town as a Certificate Holder.

☒ Comprehensive General Liability insurance with minimum combined single limits of **One Million Dollars (\$1,000,000.00)** each occurrence and of **Two Million Dollars (\$2,000,000.00)** aggregate. The policy shall be applicable to

all premises and all operations of the Contractor. 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 contain a severability of interests provision. Coverage shall be provided on an "occurrence" basis as opposed to a "claims made" basis. Such insurance shall be endorsed to name the Town as Certificate Holder and name the Town, and its elected officials, officers, employees and agents as additional insured parties.

- ☒ Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than **One Million Dollars (\$1,000,000.00)** each occurrence with respect to each of the Contractor's owned, hired and non-owned vehicles assigned to or used in performance of the Services. The policy shall contain a severability of interests provision. Such insurance coverage must extend to all levels of subcontractors. Such coverage must include all automotive equipment used in the performance of the Agreement, both on the work site and off the work site, and such coverage shall include non-ownership and hired cars coverage. Such insurance shall be endorsed to name the Town as Certificate Holder and name the Town, and its elected officials, officers, employees and agents as additional insured parties.
- ☒ Professional Liability (errors and omissions) Insurance with a minimum limit of coverage of **One Million Dollars (\$1,000,000.00)** per claim and annual aggregate. Such policy of insurance shall be obtained and maintained for one (1) year following completion of all Services under this Agreement. Such policy of insurance shall be endorsed to include the Town as a Certificate Holder.

The Required Insurance shall be procured and maintained with insurers with an A- or better rating as determined by Best's Key Rating Guide. All Required Insurance shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Contractor.

5.2 Additional Requirements for All Policies. In addition to specific requirements imposed on insurance by this Section 5.0 and its subsections, insurance shall conform to all of the following:

A. For both Contractor Insurance and Required Insurance, all policies of insurance shall be primary insurance, and any insurance carried by the Town, its officers, or its employees shall be excess and not contributory insurance to that provided by the Contractor; provided, however, that the Town shall not be obligated to obtain or maintain any insurance whatsoever for any claim, damage, or purpose arising from or related to this Agreement and the Services. The Contractor shall not be an insured party for any Town-obtained insurance policy or coverage.

B. For both Contractor Insurance and Required Insurance, the Contractor shall be solely responsible for any deductible losses.

C. For Required Insurance, no policy of insurance shall contain any exclusion for bodily injury or property damage arising from completed operations.

D. For Required Insurance, every policy of insurance shall provide that the Town will receive notice no less than thirty (30) days prior to any cancellation, termination, or a material change in such policy or in the alternative, the Contractor shall provide such notice as soon as reasonably practicable and in no event less than thirty (30) days prior to any cancellation, termination, or a material change in such policy.

5.3 Failure to Obtain or Maintain Insurance. The Contractor's failure to obtain and continuously maintain policies of insurance in accordance with this Section 5.0 and its subsections shall not limit, prevent, preclude, excuse, or modify any liability, claims, demands, or other obligations of the Contractor arising from performance or non-performance of this Agreement. Failure on the part of the Contractor to obtain and to continuously maintain policies providing the required coverage, conditions, restrictions, notices, and minimum limits shall constitute a material breach of this Agreement upon which the Town may immediately terminate this Agreement, or, at its discretion, the Town may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Town shall be repaid by Contractor to the Town immediately upon demand by the Town, or at the Town's sole discretion, the Town may offset the cost of the premiums against any monies due to the Contractor from the Town pursuant to this Agreement.

5.4 Insurance Certificates. **Prior to commencement of the Services, the Contractor shall submit to the Town certificates of insurance for all Required Insurance and all necessary endorsements.** Insurance limits, term of insurance, insured parties, and other information sufficient to demonstrate conformance with this Section 5.0 and its subsections shall be indicated on each certificate of insurance. **Certificates of insurance shall reference the Project/Services Name as identified on the first page of this Agreement.** The Town may request and the Contractor shall provide within three (3) business days of such request a current certified copy of any policy of Required Insurance and any endorsement of such policy. The Town may, at its election, withhold payment for Services until the requested insurance policies are received and found to be in accordance with the Agreement.

6.0 CLAIMS, INDEMNIFICATION, HOLD HARMLESS AND DEFENSE

6.1 Notices of Claim. A Party shall notify the other Party immediately and in writing in the event that a Party learns of a third-party claim or an allegation of a third-party claim arising or resulting from the Parties' performance or failure to perform pursuant to this Agreement. The Parties shall reasonably cooperate in sharing information concerning potential claims.

6.2 Claims Challenging Town Law, Ordinance, Rule, or Policy/Procedure. In the event any claim is asserted by a third party against the Town and/or the Contractor alleging

that any law, statute, ordinance, rule or approved Town policy or procedure is unlawful, unconstitutional or otherwise improper, then:

A. The Contractor shall not be entitled to and shall not defend such claim; and

B. The Town may, at its sole discretion, elect to defend, not defend, settle, confess, compromise, or otherwise direct the manner in which such claim is addressed; and

C. The Contractor shall reasonably cooperate with the Town in any Town defense of such claim although the Contractor shall bear any cost or expense incurred by the Contractor in such cooperation, including but not limited to the Contractor's cost and expense incurred in consultation with its own legal counsel; and

D. Only if authorized by law and without waiving the provisions of the Colorado Constitution or the Colorado Governmental Immunity Act, the Town shall indemnify and hold Contractor harmless for any damages, liability, expenses, or court awards, including costs and attorney's fees that are or may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by any third party, including but not limited to, any person, firm, partnership, or corporation, in connection with or arising out of such claim.

6.3 Indemnification for Certain Claims. For any claim not within the scope of Section 6.2 above, Contractor expressly agrees to indemnify and hold harmless the Town, and any of its council members, board members, commissioners, officials, officers, agents, Contractors, attorneys, or employees from any and all damages, liability, expenses, or court awards, including costs and attorney's fees that are or may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by any third party, including but not limited to, any person, firm, partnership, or corporation, in connection with or arising out of any intentional, reckless, negligent or tortious conduct, error, omission, or act of commission by Contractor or any of its employees, agents, or others acting on Contractor's behalf in performance of the Services. Nothing in this Agreement shall be construed as constituting a covenant, promise, or agreement by the Contractor to indemnify or hold the Town, its elected officials, board members, commissioners, officials, officers, agents, contractors, attorneys, or employees harmless for any negligence solely attributable to the Town, its elected officials, boards, commissions, officials, officers, agents, Contractors, attorneys, or employees. The Contractor's obligation to indemnify pursuant to this Section shall survive the completion of the Services and shall survive the termination of this Agreement.

6.4 Defense of Claims.

A. Claims Against Both the Town and Contractor. In the event any claim is asserted by a third party against both the Town and Contractor arising out of any Party's performance of the Services which claim is not within the scope of Section 6.2 above, the Town shall be entitled to elect to defend such claim on behalf of both the Town and Contractor subject to the provisions governing indemnification set forth in this Section. In the event that the Town elects to defend such claim, the Town shall consult with Contractor in such defense but the Town is entitled to exercise its

independent discretion in the manner of defense, including but not limited to the selection of litigation counsel and the discretion to settle, confess, compromise, or otherwise direct and dispose of any claim. In the event that the Town elects to defend such claim, Contractor may at its own cost and expense elect to assume the defense of Contractor, in which case Contractor shall bear its own attorneys' fees, costs, and expenses in such defense and such fees, costs, and expenses shall not be subject to indemnification pursuant to this Section.

- B. Claims Against Only One Party. In the event of any claim asserted by a third party against only one Party to this Agreement arising out of any Party's performance of the Services which claim is not within the scope of Section 6.2 above, the Party shall be entitled to elect to defend such claim on behalf of such Party subject to the provisions governing indemnification set forth in this Section. Where appropriate, the defending Party may also elect to join the other Party through third-party practice or otherwise in accordance with the Colorado Rules of Civil Procedure or other applicable rules, in which case the joined Party may defend such claim subject to indemnification pursuant to this Section. In the event that a Party elects to intervene voluntarily in any claim asserted against the other Party arising out of any Party's performance of the Services or any claim that any law, statute, ordinance, rule or approved Town policy or procedure is unlawful, unconstitutional or otherwise improper, the intervening Party shall bear its own attorneys' fees, costs, and expenses in such intervention and such fees, costs, and expenses shall not be subject to indemnification pursuant to this Section.

7.0 RECORDS AND OWNERSHIP OF DOCUMENTS

- 7.1 Retention and Open Records Act Compliance. All records of the Contractor related to the provision of Services hereunder, including public records as defined in the Colorado Open Records Act ("CORA"), and records produced or maintained in accordance with this Agreement, are to be retained and stored in accordance with the Town's records retention and disposal policies. Those records which constitute "public records" under CORA are to be at the Town offices or accessible and opened for public inspection in accordance with CORA and Town policies. Public records requests for such records shall be processed in accordance with Town policies. Contractor agrees to allow access by the Town and the public to all documents subject to disclosure under applicable law. Contractor's willful failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the Town. For purposes of CORA, the Town Clerk is the custodian of all records produced or created as a result of this Agreement. Nothing contained herein shall limit the Contractor's right to defend against disclosure of records alleged to be public.
- 7.2 Town's Right of Inspection. The Town shall have the right to request that the Contractor provide to the Town a list of all records of the Contractor related to the provision of Services hereunder retained by the Contractor in accordance with this subsection and the storage location and method. Contractor agrees to allow inspection at reasonable times by the Town of all documents and records produced or maintained in accordance with this Agreement.

- 7.3 Ownership. Any work product, materials, and documents produced by the Contractor pursuant to this Agreement shall become property of the Town of Lyons upon delivery and shall not be made subject to any copyright unless authorized by the Town. Other materials, methodology and proprietary work used or provided by the Contractor to the Town not specifically created and delivered pursuant to the Services outlined in this Agreement may be protected by a copyright held by the Contractor and the Contractor reserves all rights granted to it by any copyright. The Town shall not reproduce, sell, or otherwise make copies of any copyrighted material, subject to the following exceptions: (1) for exclusive use internally by Town staff and/or Town contractors; or (2) pursuant to a request under the Colorado Open Records Act, C.R.S. § 24-72-203, to the extent that such statute applies; or (3) pursuant to law, regulation, or court order. The Contractor waives any right to prevent its name from being used in connection with the Services.
- 7.4 Return of Records to Town. At the Town's request, upon expiration or termination of this Agreement, all records of the Contractor related to the provision of Services hereunder, including public records as defined in the Colorado Open Records Act ("CORA"), and records produced or maintained in accordance with this Agreement, are to be returned to the Town in a reasonable format and with an index as determined and requested by the Town.

8.0 FORCE MAJEURE

Neither the Contractor nor the Town shall be liable for any delay in, or failure of performance of, any covenant or promise contained in this Agreement, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to extent that, such delay or failure is caused by "force majeure." As used in this Agreement, "force majeure" means acts of God, acts of the public enemy, acts of terrorism, unusually severe weather, fires, floods, epidemics, quarantines, strikes, labor disputes and freight embargoes, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed party.

9.0 REMEDIES

In addition to any other remedies provided for in this Agreement, and without limiting its remedies available at law, the Town may exercise the following remedial actions if the Contractor substantially fails to perform the duties and obligations of this Agreement. Substantial failure to perform the duties and obligations of this Agreement shall mean a significant, insufficient, incorrect, or improper performance, activities or inactions by the Contractor. The remedial actions include:

- A. Suspend the Contractor's performance pending necessary corrective action as specified by the Town without the Contractor's entitlement to an adjustment in any charge, fee, rate, price, cost, or schedule; and/or
- B. Withhold payment to the Contractor until the necessary services or corrections in performance are satisfactorily completed; and/or

C. Deny payment for those services which have not been satisfactorily performed, and which, due to circumstances caused by the Contractor, cannot be performed, or if performed would be of no value to the Town; and/or

D. Terminate this Agreement in accordance with this Agreement; and/or

E. ☐ Other remedies as may be provided by attached addendum or addenda.

The foregoing remedies are cumulative and the Town, in its sole discretion, may exercise any or all of the remedies individually or simultaneously.

10.0 MISCELLANEOUS PROVISIONS

- 10.1 No Waiver of Rights. A waiver by any Party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party. The Town's approval or acceptance of, or payment for, services shall not be construed to operate as a waiver of any rights or benefits to be provided under this Agreement. No covenant or term of this Agreement shall be deemed to be waived by the Town except in writing signed by the Town Board of Trustees or by a person expressly authorized to sign such waiver, and any written waiver of a right shall not be construed to be a waiver of any other right or to be a continuing waiver unless specifically stated.
- 10.2 No Waiver of Governmental Immunity. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to the Town, its officials, employees, contractors, or agents, or any other person acting on behalf of the Town and, in particular, governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10 of the Colorado Revised Statutes.
- 10.3 Binding Effect. The Parties agree that this Agreement, by its terms, shall be binding upon the successors, heirs, legal representatives, and assigns; provided that this Section 10.3 shall not authorize assignment.
- 10.4 No Third-Party Beneficiaries. Nothing contained in this Agreement is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party, including any agent, sub-consultant or subcontractor of Contractor. Absolutely no third-party beneficiaries are intended by this Agreement. Any third party receiving a benefit from this Agreement is an incidental and unintended beneficiary only.
- 10.5 Article X, Section 20/TABOR. The Parties understand and acknowledge that the Town is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The Parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to

the contrary, all payment obligations of the Town are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the Town's current fiscal period ending upon the next succeeding December 31. Financial obligations of the Town payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of Town of Lyons, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

- 10.6 Governing Law, Venue, and Enforcement. This Agreement shall be governed by and interpreted according to the law of the State of Colorado. Venue for any action arising under this Agreement shall be in the appropriate court for Boulder County, Colorado. To reduce the cost of dispute resolution and to expedite the resolution of disputes under this Agreement, the Parties hereby waive any and all right either may have to request a jury trial in any civil action relating primarily to the enforcement of this Agreement. The Parties agree that the rule that ambiguities in a contract are to be construed against the drafting party shall not apply to the interpretation of this Agreement. If there is any conflict between the language of this Agreement and any exhibit or attachment, the language of this Agreement shall govern.
- 10.7 Survival of Terms and Conditions. The Parties understand and agree that all terms and conditions of the Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.
- 10.8 Assignment and Release. All or part of the rights, duties, obligations, responsibilities, or benefits set forth in this Agreement shall not be assigned by the Contractor without the express written consent of the Town. Any written assignment shall expressly refer to this Agreement, specify the particular rights, duties, obligations, responsibilities, or benefits so assigned, and shall not be effective unless approved by the Town through the authorizing agent executing this Agreement. No assignment shall release the Contractor from performance of any duty, obligation, or responsibility unless such release is clearly expressed in such written document of assignment.
- 10.9 Interpretation and Mutual Negotiation. It is the intent of the Parties that this Agreement shall in all instances be interpreted to reflect the Contractor's status as an independent contractor with the Town and that in no event shall this Agreement be interpreted as establishing an employment relationship between the Town and either Contractor or Contractor's employees, agents, or representatives. The Parties agree that this Agreement is the result of mutual negotiation between the Parties and that the Agreement shall not be construed against the Town on grounds relating to drafting, revision, review, or recommendation by any agent or representative of the Town. The Parties further agree that all warranties in this Agreement are made by the Contractor to induce the Town to accept the Contractor's offer to enter into this Agreement and have been incorporated into the Agreement at the Contractor's request.

- 10.10 Paragraph Captions. The captions of the paragraphs and sections are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit or describe the scope or intent of this Agreement.
- 10.11 Agreement Controls. In the event a conflict exists between this Agreement and any term in any exhibit attached or incorporated into this Agreement, the terms in this Agreement shall supersede the terms in such exhibit.
- 10.12 Integration and Amendment. This Agreement represents the entire and integrated agreement between the Town and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. Any amendments to this Agreement must be in writing and be signed by both the Town and the Contractor.
- 10.13 Severability. Invalidation of any of the provisions of this Agreement or any paragraph, sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.
- 10.14 Incorporation of Exhibits. Unless otherwise stated in this Agreement, exhibits, applications, or documents referenced in this Agreement shall be incorporated into this Agreement for all purposes. In the event of a conflict between any incorporated exhibit and this Agreement, the provisions of this Agreement shall govern and control.
- 10.15 Notices. Unless otherwise specifically required by a provision of this Agreement, 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 certified mail or registered mail, postage and fees prepaid, addressed to the Party to whom such notice is to be given at the address set forth below or at such other address as has been previously furnished in writing, to the other Party. Such notice shall be deemed to have been given when deposited in the United States Mail properly addressed to the intended recipient.

If to the Town :

If to Contractor:

Town Administrator Lyons Town Hall PO Box 49 432 5th Ave, Lyons, CO 80540	RockSol Consulting Group, Inc. Attn: Tim Tuttle 12076 Grant St. Thornton, CO 80241
With Copy to: Attn: Town of Lyons Town Attorney Kissinger & Fellman, P.C. Ptarmigan Place, Suite 900 3773 Cherry Creek North Drive Denver, CO 80209	With Copy to:

- 10.16 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document. In addition, the Parties specifically acknowledge and agree that electronic signatures shall be effective for all purposes, in accordance with the provisions of the Uniform Electronic Transactions Act, Title 24, Article 71.3 of the Colorado Revised Statutes.

11.0 ATTACHMENTS

- 11.1 Attachments. The following are attached to and incorporated into this Agreement by reference:

- ☒ Scope of Work (**Exhibit A**)
- ☒ Compensation (**Exhibit A**)
- ☒ Federal Emergency Management Agency ("FEMA") Grant Program Requirements for Procurement Contracts (**Attachment _A_**)
- ☒ Colorado Community Development Block Grant Disaster Recovery Program ("CDBG-DR") Requirements for Contracts (**Attachment B**) Economic Development Administration ("EDA") Requirements for Procurement Contracts (**Attachment ____**)
- ☐ Patent Rights for Small Business Firms and Non-Profit Organizations (**Attachment ____**)

- ☒ Contractor's Certificate(s) of Insurance
☐ Contractor Proof of Professional Licensing
☐ Other: _____

11.2 Applicability of Davis-Bacon Act and Other Terms in Attachments. If the Town is receiving CDBG-DR Funds and/or funding from the EDA for the Project that is the subject of this Agreement, then both funding sources require certain terms and conditions to be integrated into this Agreement through the Attachments. However, certain terms of the required Attachments apply to construction contracts only.

- A. ☒ If this box is checked, this Agreement is a contract for professional services for the Town of Lyons and certain terms or provisions in the required Attachments to this Agreement do not apply because this Agreement is not a construction contract. Terms and provisions in the Attachments setting forth requirements for the following do not apply to this Agreement:
- The Davis-Bacon Act, § 40 U.S.C. 3141 – 3148, as supplemented by U.S. Department of Labor regulations (29 CFR, Part 5); and
 - Any other term or provision applicable only to construction contracts.
- B. Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any provision is not inserted, or is not correctly inserted, then upon the application of either Party the Agreement shall forthwith be physically amended to make such insertion or correction.
- C. Agreement to Execute Other Required Documents. Contractor and all subcontractors, by entering into the Agreement, understand and agree that funding for the Project is provided under federal and/or state programs with specific contracting requirements. To the extent any such requirement is not otherwise set forth herein, Contractor agrees to execute such amendments or further agreements as may be necessary to ensure that the Town funding for the Work is provided
- D. Compliance with Laws. If the Agreement is funded in whole or in part with CDBG funds through the Town's Community Development Block Grant Program as administered by the Colorado Division of Local Government, Department of Local Affairs and/or with funds administered by the Division of Homeland Security and Emergency Management in the Department of Public Safety, then Contractor shall comply with those regulations and restrictions normally associated with federally-funded programs and any other requirements that the state may prescribe, whether or not herein recited. The Contractor shall comply with all applicable laws, ordinances and codes of the state and local government.

12.0 AUTHORITY

The individuals executing this Agreement represent that they are expressly authorized to enter into this Agreement on behalf of Town of Lyons and the Contractor and bind their respective entities.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGE FOLLOWS

THIS AGREEMENT is executed and made effective as provided above.

TOWN OF LYONS, COLORADO:

Approval by Town Board of Trustees

☐ Not Required

By: _____

Mayor or Mayor Pro Tem

Approval by Town Administrator

☒ Not Required

By: _____

Victoria Simonsen, Town Administrator



APPROVED AS TO FORM (Excluding Exhibits)

☐ Not Required

For Town Attorney's Office

CONTRACTOR:

By: _____

Printed name: _____

Its: _____

STATE OF _____)
COUNTY OF Adams) ss.

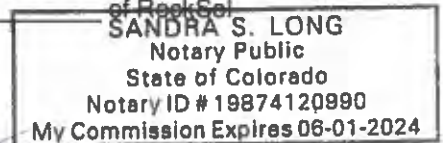
The foregoing Professional Services Agreement was acknowledged before me this 23rd day of September, 2020, by Saeid Saeb as President of RockSol Consulting Group, Inc., a Colorado Corporation.

Witness my hand and official seal.

My commission expires: 06/01/2024

Notary Public

(Required for all contracts (C.R.S. § 8-40-202(2)(b)(IV)))



THIS AGREEMENT is executed and made effective as provided above.

TOWN OF LYONS, COLORADO:

Approval by Town Board of Trustees

☐ Not Required

By:

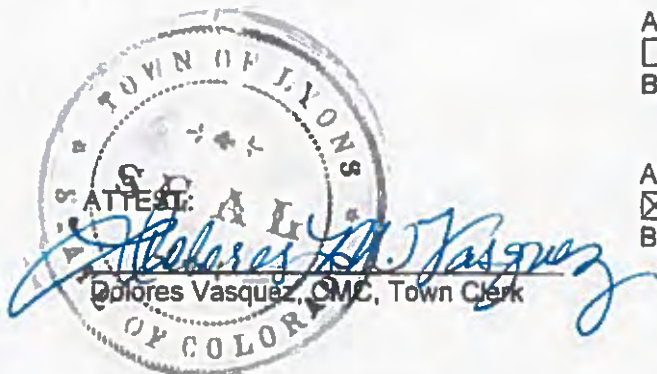
Michael Long
Mayor or Mayor Pro Tem

Approval by Town Administrator

☒ Not Required

By:

Victoria Simonsen, Town Administrator



APPROVED AS TO FORM (Excluding Exhibits)

☐ Not Required

Brandon Dittman

Brandon Dittman (Oct 1, 2020 10:43 MDT)

For Town Attorney's Office

CONTRACTOR:

By:

Printed name:

Its:

S. S. L.
Saeid Saeb
President

STATE OF)
COUNTY OF Adams) ss.

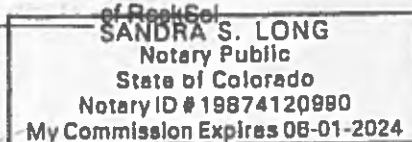
The foregoing Professional Services Agreement was acknowledged before me this 23rd day of September, 2020, by Saeid Saeb as President of RockSol Consulting Group, Inc., a Colorado Corporation.

Witness my hand and official seal.

My commission expires: 06/01/2024

Sandra S. Long
Notary Public

(Required for all contracts (C.R.S. § 8-40-202(2)(b)(IV)))



Created:	2020-09-28
By:	Town of Lyons (recreation@townoflyons.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAJmk9FL1TFjTe-elzRxlFpdkZXEWLGoV

"rocksol" History

-  Document created by Town of Lyons (recreation@townoflyons.com)
2020-09-28 - 4:04:59 PM GMT- IP address: 65.101.227.171
-  Document emailed to Brandon Dittman (brandon@kandf.com) for signature
2020-09-28 - 4:06:13 PM GMT
-  Email viewed by Brandon Dittman (brandon@kandf.com)
2020-10-01 - 4:30:25 PM GMT- IP address: 174.51.39.222
-  Document e-signed by Brandon Dittman (brandon@kandf.com)
Signature Date: 2020-10-01 - 4:43:25 PM GMT - Time Source: server- IP address: 174.51.39.222
-  Agreement completed.
2020-10-01 - 4:43:25 PM GMT



2ND AVENUE BRIDGE REPLACEMENT CONSTRUCTION MANAGEMENT SERVICES

TOWN OF LYONS

13 August 2020
RFP No. 20-2ndAVE-BR-04



OFFICE

Northern Colorado Office
6865 Sherman Street
Loveland, CO 80358

CONTACT

Phone : 970-663-0041
Fax : 970-663-0040
Web: www.rocksol.com

August 13, 2020

Ms. Tracy Sanders
Town of Lyons
432 5th Avenue
Lyons, CO 80540

Subject: 2nd Avenue Bridge Replacement | Project Number 20-2ndAVE-BR-04 | Town of Lyons

Dear Ms. Sanders and Selection Committee:

Founded in 1996, RockSol Consulting Group, Inc. (RockSol) provides engineering and construction management services to government agency clients, many with similarities to the Town of Lyons (Town). RockSol has assembled a construction management team with a firm grasp of this project's challenges to act as an extension of the Town of Lyons staff. Our team is fully capable and prepared to provide construction management and inspection services for the demolition and replacement of the flood-damaged structure and approaches on Second Avenue over St. Vrain Creek. **Our previous work on similar projects gives us the experience and understanding of how to provide high-quality construction management and inspection services on time and within budget.**

We offer the Town:

❖ **Highly qualified staff**

Our Project Manager, Nate Wiemers', project management experience and focus on clear and effective communication will enable him to provide exceptional construction management and inspection services for the Town.

❖ **Proven experience on similar projects**

RockSol has construction management on a wide range of transportation projects, including many structure replacements as a result of flooding damage.

Our controller has reviewed the Town's Professional Services Agreement and suggests the following proposed revisions:

"3.6 Services, Standard of Performance. In performing the Services, the Contractor ~~warrants that~~ it shall use that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by highly competent members of the same profession practicing in the State of Colorado. The Contractor represents to the Town that the Contractor is, and its employees or subcontractors performing such Services are, properly licensed and/or registered within the State of Colorado for the performance of the Services (if licensure and/or registration is required by applicable law) and that the Contractor and employees possess the skills, knowledge, and abilities to perform the Services competently, timely, and professionally in accordance with this Agreement. In addition, the Contractor ~~warrants and~~ represents that it will provide the Services in accordance with more specific standards of performance as are included within Exhibit A..."

We appreciate the opportunity to provide this proposal. **The information contained in this proposal, including all attachments, is true and complete to the best of my knowledge. Please contact Tim Tuttle at 970.397.5037 or by e-mail at tuttle@rocksol.com if we can be of any assistance.** We look forward to developing a successful working relationship with the Town of Lyons staff.

Sincerely,



Tim Tuttle, PE
Project Principal

RockSol Consulting Group, Inc.

12076 Grant St, Thornton, CO 80241 Ph 303.962.9300 Fax 303.962.9350 Web www.rocksol.com

PARTNERS



USE OF SUBCONSULTANTS

As a graduate of the CDOT UDBE program, RockSol has always taken seriously, the importance of UDBE, WBE, and ESB programs to grow qualified businesses in our industry. RockSol has always been a mentor to other new businesses. Because of our belief in the importance of this program, we are continually soliciting for opportunities to partner with WBE and UDBE businesses and to provide hands-on assistance to help them grow.

For this project, we have determined that we can enhance the task of public information and outreach communications for the Project Manager, and contract with a one-woman WBE business, Merge Resource Group, owned by Kate Binning, to do this work. Kate has extensive experience with communications for many transportation projects. Rocksol has teamed with Kate on numerous projects which have significant public involvement and require day-to-day communications for the construction work.

As opportunities present themselves, through the proposal process, or as work commences, RockSol will staff our team with as many UDBE and/or WBE business opportunities as are available. We are committed to this program and will, hopefully, have the opportunity to further subdivide work tasks and delivery schedules to tap further into this valuable resource.



MERGE RESOURCE GROUP, LTD

The Town of Lyons will be enforcing FEMA goals for this project, which includes a requirement that proposers take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

RockSol has reached out to and is pleased to be partnering with Kate Binning, Principal and owner of Merge Resource Group, Ltd. Merge Resource Group Ltd. (Merge) is a versatile, woman-owned business certified by the State of Colorado as both an Emerging Small Business (ESB) and a Disadvantaged Business Enterprise (DBE). The company has developed a reputation as a trusted provider of public information services for municipal construction projects. Merge is committed to proactive, constructive, and relevant outreach. The Colorado Department of Transportation and the Colorado Contractors Association selected Merge as the recipient of a 2019 Subcontractor Award for public relations work performed on the Vine Drive over I-25 bridge replacement project in Fort Collins.



FIRM AND PERSONNEL QUALIFICATIONS



FIRM OVERVIEW & CAPABILITIES

RockSol Consulting Group, Inc. (RockSol) provides engineering and construction management services to government agency clients, many with similarities to the Town of Lyons. We are a **Colorado-based firm of over 200 employees** providing engineering services for the analysis, design, and construction of roadways, bridges, structures, retaining walls, pavements, and foundations.

Our full capabilities include construction management, inspection, and quality assurance materials testing services as well as geotechnical investigations, pavement design, structural engineering, roadway design, environmental services, and traffic engineering. **For 24 years, RockSol has built its reputation on providing top quality services to all our clients.**

RockSol Consulting Group, Inc.

Thornton Office: (primary office location)

12076 Grant St, Thornton, CO 80241
303.962.9300

Loveland Office:

6865 Sherman Street, Loveland, CO 80358
970-663-0041

Saeid Saeb, PhD, PE, President

Our core values of **responsiveness, flexibility, and high quality of work** result in superior service to our clients. We look forward to providing the Town of Lyons with the same high level of service. We are dedicated to serving as an extension of your staff for the duration of this contract and will prioritize responsiveness to Lyons staff.

Mission Statement

RockSol is committed to improving our communities by providing engineering services of the highest quality and value, enhancing public safety, and delivering environmentally sustainable projects while exceeding our clients' expectations.

Capacity

RockSol can offer the Town the assurance that this project will be a high priority. RockSol is fully capable of giving this project the attention it requires in order to provide high quality construction management and inspection services.

High Quality Services

RockSol approaches every project the same way: provide superior quality services efficiently and effectively. We are committed to excellent client service and responding rapidly to client requests. **Our services are backed by our quality commitment and supported by our Quality Management System**, which emphasizes the needs of our clients and adheres to current industry and regulatory standards. Our

successful past performance exemplifies our dedication to quality transportation projects and has earned us our ISO 9001:2015 certification.

Local Presence

RockSol maintains four in-house laboratories in Colorado, certified by AMRL, CCRL, and US Army Corps of Engineers, capable of performing standard soil, concrete, and asphalt pavement materials testing. These laboratories include our headquarters in Thornton and our office and laboratory in Loveland.

Our responsive approach and our local presence in Loveland place RockSol in an excellent position to provide high-quality, efficient services to the Town. Many of our personnel, and all of our dedicated project staff, live in the north metro area and appreciate the high standards the Town places on quality of life, and we are very familiar with the area, including the local perspectives, labor market, material sources, and construction practices.

Stakeholder Coordination

RockSol understands the importance of working with the Town, including all stakeholders, to ensure that all phases of the work are smoothly coordinated. **Your concerns are our concerns.** Our project managers and team leads have extensive experience on municipal projects that involve coordinating with utility and property owners as well as various other stakeholders in both the design and construction phases.

Experienced Team

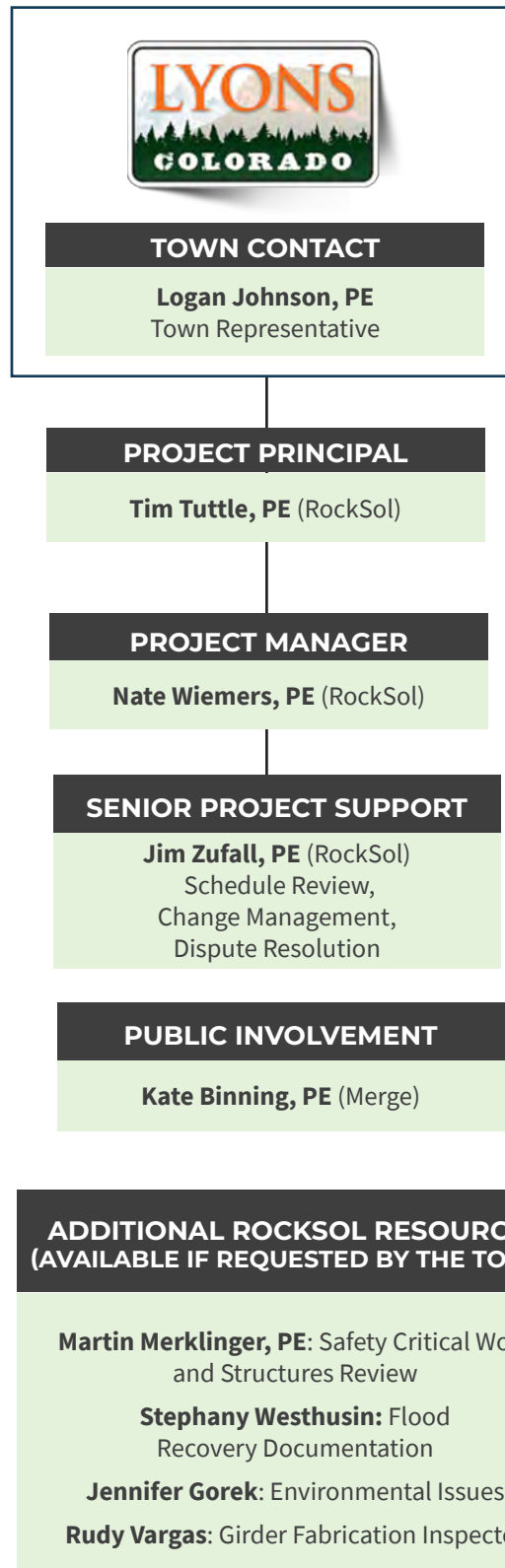
RockSol is highly experienced in providing construction management and inspection services for local agencies. Our strength lies in exceptional project management support, enabling smooth delivery of each task.

Our Project Principal, Tim Tuttle, is experienced in all aspects of project development from planning and design through construction of transportation projects. His service as the Region 4 Local Agency Coordinator, as well as a Project Manager at CDOT's Loveland Residency and Mountain Residency, provides him with the necessary experience to deliver on any transportation project. Additionally, as Resident Engineer, he was responsible for supervising staff and providing oversight to assure that design and construction projects were completed in accordance with state and federal standards, policies, and procedures.

Our Project Manager, Nate Wiemers, has served as the Assistant Project Engineer on large bridge projects. His exemplary work has proven his ability to manage this project, including all documentation, and exceed the Town expectations. documentation, and exceed the Town expectations.

The Town will be complying with FEMA goals for this project, which includes a requirement that proposers take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

ORGANIZATION CHART



TIM TUTTLE, PE***Project Principal***

25% Availability

19 Years of Experience | 2 Years with RockSol

Professional Engineer: Colorado

BS, Civil Engineering, Colorado State University



Tim's experience includes all aspects of project development including planning, design, and construction of transportation projects. His service as the Region 4 Local Agency Coordinator as well as a Project Manager at CDOT's Loveland Residency and Mountain Residency provides him with the necessary experience to deliver on any transportation project. Tim has the ability to communicate effectively

with CDOT specialty units, the Federal Highway Administration (FHWA), Local Agency staff, contractors, and other stakeholders. Additionally, as a Resident Engineer, he was responsible for supervising staff and providing oversight to assure that design and construction projects were completed in accordance with state and federal standards, policies, and procedures.

MUNICIPAL PROJECTS

- 37th Avenue Widening | City of Evans | Project Manager
- Erie Parkway 30-Inch Waterline Relocation | Town of Erie | Project Manager
- Erie Parkway over Coal Creek Bridge Replacement | Town of Erie | Project Manager

CDOT EXPERIENCE*

- Local Agency Support | CDOT Region 3 | Construction Manager*
- US 34 Big Thompson Canyon | CDOT Region 4 | Project Manager*
- I-25 Climbing Lane | Project Manager*
- I-25 Bridge Deck and Joint Repair Project | Project Engineer*
- I-25 Planning & Preliminary Design | Project Manager*
- SH 56 Resurfacing – Berthoud East to I-25 | Project Manager*
- SH 9 Agape Church to Tiger Road Widening | Project Manager*
- I-70 West Bound Resurfacing – Eisenhower Tunnel to Frisco | Project Manager*
- US 40 Culvert Repair Project | Project Manager*

CDOT LOCAL AGENCY EXPERIENCE*

- Lyons Elementary School Safety Project | Local Agency Coordinator
- Lyons Streetscape, Stone Canon-3rd | Local Agency Coordinator
- Lyons US 36 3rd Avenue Streetscapes | Local Agency Coordinator

****Completed at previous employer***

NATE WIEMERS, PE***Project Manager***

100% Availability

5.5 years of experience | 4.5 years with RockSol

BS, Petroleum Engineering, Colorado School of Mines



Nate has shown solid growth in his career upon joining RockSol. He has proven himself to be a quick learner in all aspects of heavy highway construction. Nate started his career with RockSol as a project tester, moved on to inspection, lead inspection, and is increasingly stepping up as a Project Manager on CDOT and Local Agency projects he is assigned to. In his time with RockSol, he has worked on a variety of projects

ranging from low volume local roads to high volume freeways, from earthwork and concrete testing and inspection to roadway pavements, wall reconstruction, and bridge replacement; Nate is a meticulous and thorough inspector and materials tester. Nate pioneered the drone inspection program at RockSol and has become an excellent resource in drone technology for the company. He has used this specialized knowledge for applications such as 3D surface mapping, documentation of changes, and aerial imaging. This emerging technology will be available to the Town if requested.

Nate has extensive inspection and geotechnical experience, he can assess existing conditions, and make recommendations to the Town on materials types and changing conditions. He has knowledgeable in deep foundation inspection (e.g. pile driving), bridge superstructure construction, girder placement, and deck finishing. On the Arapahoe Road Interchange Reconstruction project, Nate was responsible for MSE wall inspection. This experience will be invaluable in overseeing the construction of the Town's nearly 4000 SF of MSE block retaining wall. Additionally, Nate's experience as an inspector in the Big Thompson Canyon (US 34) will be very beneficial in overseeing the placement of the Town's Boulder faced wall adjacent to St Vrain Creek. There is no part of this project too large or too small for Nate to professionally manage. The Town of Lyons can rest assured that all aspects of work on this project will be diligently managed and documented by Nate.

PROJECT EXPERIENCE

- Stephen D. Hogan Parkway Extension | City of Aurora | Assistant Project Engineer
 - Nate was in responsible charge of bridge inspection and documentation, including substructure and superstructure construction. He reviewed quantities and measurements for all contract items, posting them in the project file. He reviewed the Contractor's weekly schedule as well as daily traffic control items, ensuring proper signing. He participated in all project meetings and assisted the Project Engineer with developing meeting minutes and distributing them to appropriate project personnel.
- Federal Boulevard Improvements | CDOT Region 1 | Assistant Project Engineer
 - Nate reviewed quantities and measurements for all contract items, posting them in the project file. He reviewed the Contractor's weekly schedule as well as daily traffic control items, ensuring proper signing. He participated in all project meetings and assisted the Project Engineer with developing meeting minutes and distributing them to appropriate project personnel.
- I-25 / Arapahoe Road Interchange Reconstruction | CDOT Region 1 | Construction Inspector
- C-470 Trolled Express Lanes | CDOT Region 1 | Construction Inspector
- US 36 Emergency Rebuild | CDOT Region 1 | Construction Inspector
- US 34 Big Thompson Canyon | CDOT Region 4 | Construction Inspector
- US 24 / US 285 Overlay Trout Creek Pass East | CDOT Region 2 | Construction Inspector
- Norris to Golden Gate | Federal Highway Administration Western Federal Lands | Construction Inspector

CERTIFICATIONS

- Traffic Control Supervisor
- Transportation Erosion Control Supervisor
- ACI Concrete Field Testing Technician Grade I
- WAQTC EBBT Technician
- CDOT Soils Inspector
- Concrete Pavement Inspector
- Payroll Checking Procedures
- Nuclear Gauge Radiation Safety
- OSHA 10-Hour Road Construction
- CDOT SiteManager™ and LIMS

JIM ZUFALL, PE***Dispute Resolution, Change Management,
Documentation Review***

5% Availability

36 years of experience | 2.5 years with RockSol

Professional Engineer: Colorado

BS, Geological Engineering, Colorado School of Mines



Jim has 36 years of experience in the transportation industry, including over 25 with CDOT. During this time, he served in a variety of roles, including manager of CDOT's Materials and Geotechnical Branch, where he ensured statewide American Association of State Highway and Transportation Officials certification and compliance with federal regulations. He also

provided technical assistance, engineering support, subject matter expertise, training, and performed quality assurance/quality control functions for the chief engineer, director of staff services, and CDOT's five engineering regions.

Prior to joining RockSol, Jim managed the Disputes and Claims Support Contract as a consultant, assisting CDOT with claims and dispute cases on a variety of projects. He brings a wealth of experience in both design and construction of major highway projects including nine years of work on the US 285 Mountain Corridor reconstruction that included major drainage structures along with stream channel realignment and over two million cubic yards of rock blasting, excavation, and rockfall mitigation. Jim specializes in mentoring our construction managers in the complexities of contract administration in order to minimize disputes and to assure high quality, resulting in successful projects.

CONSTRUCTION MANAGEMENT SERVICES

- WCR 53, 54, and 61 Emergency Repairs | Weld County | Senior Project Engineer
- SH 72, Coal Creek Canyon Emergency Repairs | CDOT - Region 1 | Senior Project Engineer
- I-25 North Express Lanes, Johnstown to Fort Collins Design-Build | CDOT Region 4 | Senior Transportation Manager
- Stephen D. Hogan Parkway Extension | City of Aurora | Project Manager
- CDOT Disputes and Claims Support Contract | Project Manager*

****Completed at previous employer***

KATE BINNING, PE***Merge Resource Group, Ltd.******Public Outreach***

25% availability

20 years of experience | 7 years with Merge Resource Group



Kate is the Principal and owner of Merge, and she blends the technical abilities of a civil engineer with a dynamic communication style. Clients value Kate's technical background for their community engagement and public outreach tasks. Kate has been involved with every aspect of public engagement from stakeholder meetings to social media to conflict resolution.

She has worked as both an extension of agency staff and as the Public Information Manager for more than 40 projects. **Kate is a Registered Professional Engineer (Civil)** in Colorado and California and is a Registered Traffic Engineer in California.

PUBLIC INVOLVEMENT SERVICES

- I-76 & US 34 Resurfacing Project | CDOT Region 4 | Public Involvement Manager
- Vine Drive over I-25 Bridge Replacement | City of Fort Collins | Public Involvement Manager
- I-70 Bridge Rehabilitation | CDOT Region 1 | Public Involvement Manager
- Riverdale Road Bridge Replacement | Adams County | Public Involvement Manager
- US 36 Bridge Replacements | CDOT Region 4 | Public Involvement Manager
- US 287 College Avenue Rehabilitation | CDOT Region 4 | Public Involvement Manager
- US 34 East Permanent Flood Repairs | CDOT Region 4 | Public Involvement Manager
- SH 14 Bridge Replacement | CDOT Region 4 | Public Involvement Manager

ADDITIONAL RESOURCES

In addition to our competent and capable core project team, RockSol's capabilities include other resources that can be used, if requested by the Town. These include safety critical work and structural reviews, environmental permitting and oversight, flood recovery documentation, and girder fabrication inspection.



MARTIN MERKLINGER, PE | *Safety Critical Work and Structural Reviews*
39 years exp, 13 with RockSol

Martin is experienced in construction engineering, providing structural advisor assistance on-site, reviewing shop-drawing submittals, and preparing responses to requests. Martin's expertise in bridge design and construction has resulted in numerous requests to provide safety critical inspections during construction of bridge projects. Some of these projects include Pecos over I-70 for CDOT Region 1, Stephen D. Hogan Bridge for the City of Aurora, and many others.



JENNIFER GOREK, CPESC | *Environmental Permitting and Oversight*
21 years, 4.5 with RockSol

Jennifer has broad experience in natural resources management and environmental compliance, specializing in transportation development and project delivery. She is highly-skilled at studying and navigating the nuances of technical requirements and regulations to find practical and effective ways of achieving environmental compliance while maintaining and often improving schedules, budgets, and outcomes. During her career with the Colorado Department of Transportation (CDOT), Jennifer also managed the Region 4 Water Quality Program, overseeing all aspects of water quality permitting and compliance and is a Certified Professional in Erosion and Sediment Control (CPESC).



STEPHANY WESTHUSIN, PE | *Flood Recovery Documentation*
37 years, 3 with RockSol

Stephany Westhusin has experience with both FHWA and FEMA flood recovery projects. She has worked on federally funded projects for over 30 years while both at CDOT and the City of Boulder. She has unique experience with FHWA and FEMA flood recovery projects at her prior position managing the City of Boulder Transportation Projects group during and after the 2013 flood. She also spent time working with the City of Boulder Open Space Department on finalizing flood recovery documentation. Stephany can help make sure the flood recovery documentation is timely and thorough.



RUDY VARGAS | *Girder Fabrication Inspector*
19 years exp, 6 with RockSol

Rudy brings 19 years of experience, specializing in quality assurance materials testing. He specializes in concrete materials testing, and he is capable of testing a variety of construction materials. His experience includes testing on precast beams, culvert boxes, and girders for major transportation projects. Prior to beginning his career with RockSol, Rudy worked for 15 years as a quality control manager for Encon Colorado, a girder fabrication company located in Thornton. He holds PCI certification, and has conducted fabrication inspections of concrete girders for bridge projects throughout Colorado.

FIRM EXPERIENCE



PAST PROJECTS WITH SIMILAR FEATURES & REFERENCES

RockSol works efficiently to provide our clients with quality services. Our dedication to this mission is demonstrated by the fact that 90% of our business is from repeat clientele. Our team puts into practice lessons learned on previous projects to progress and improve our services on current projects. RockSol has experience providing services with similar scopes of work and project settings to those we anticipate with this contract. Five of the six projects highlighted below involved replacement of bridges and associated roadway that were damaged or destroyed during the 2013 flood events. For each of these projects, as well as Erie Parkway Bridge Over Coal Creek, RockSol provided construction management services. In addition to structure replacement, project elements included the removal of the existing structure, approaching features, sediment and debris, riverwork, grading the waterway channel, slope stabilization, bridge abutments, embankment fill, tie-in work to surrounding properties, construction of new storm facilities, grading, paving of approaches to the bridge, asphalt paving, guardrail, signing, striping, and revegetation with native grass seed and mulch, all components of the Town of Lyons 2nd Avenue bridge replacement project.

US 34 BIG THOMPSON CANYON

CDOT REGION 4

James Usher, PE, Project Director | 970.350.2104

This CM/GC project completed the permanent repairs to the US 34 through the Big Thompson Canyon. During the flood in 2013, major portions of the roadway were completely washed away along with the access bridges and retaining walls in the canyon. In other areas, the roadway and grade were undermined, with pavement washed out from below, exposing the walls and support systems. The permanent repairs included removing and replacing a significant portion to the temporary asphalt, embankment fill, and temporary channel protection. RockSol provided full construction management, inspection of roadway and river work, and quality assurance testing services for the project. This project won a 2019 CDOT/CCA Project Management award as well as a ENR project of the year award for 2018.



Original budget: \$170 million
On budget
Completed on time

ERIE PARKWAY BRIDGE OVER COAL CREEK

TOWN OF ERIE

Wendi Palmer, PE, CFM, Project Manager | 303.926.2875

This project involved the realignment of Erie Parkway, including a new bridge over Coal Creek. RockSol's services during construction phases consisted of construction management, inspection, and materials testing services required to support the Town of Erie in completing the construction of the Erie Parkway Bridge over Coal Creek project. Services provided included administrative services, construction management, inspection and pay item documentation, post design services, materials testing and documentation, and project final paperwork documentation. To complete these services, RockSol provided an on-site project engineer, an inspector, and a materials tester. Under an earlier contract, RockSol engineers managed the design of the project, including roadway design, bridge engineering, geotechnical engineering and pavement design, and environmental permitting.



Original budget: \$5,124,620
Final cost: \$5,139,160
Completed on time



"The Erie Parkway Bridge Replacement project is under construction and Keith Roacho, Construction Manager with RockSol, is doing an excellent job in managing the contractor and looking out for the Town's interests. His experience in construction and RockSol's resources committed to this project during construction is providing an excellent project. Overall, the professional services provide by RockSol for the Erie Parkway Bridge Replacement project exceeded expectations. The Town of Erie would absolutely consider RockSol for a future project."

**- Wendi Palmer, PE, CFM,
 Town of Erie Civil Engineer**

LOWER MAIN STREET CROSSING OF JAMES CREEK

TOWN OF JAMESTOWN

Jennifer Aieta, PE, Project Manager | 303.997.6109
(Town of Jamestown representative)

This project involved design and construction engineering services to support the Town of Jamestown during construction of the Lower Main Street Bridge over James Creek project. During the flood of September 2013, James Creek overtopped the Lower Main St. Bridge in Jamestown, CO and caused damage to the surrounding properties. Similar to the Town of Lyons 2nd Avenue bridge replacement project, this project involved a bridge replacement to mitigate damage caused by the 2013 floods and was partially-funded with FEMA funds. The new bridge was designed to handle larger storm events in the future. In addition to the bridge replacement, this project included installation of a temporary detour across James Creek, grading the creek channel, grading and paving the adjacent roadway, and tie-in work to the surrounding properties.



Original budget: \$1,060,586
Final cost: \$1,089,720
Substantially completed on time

SH 60 AND SH 257 LITTLE THOMPSON BRIDGES

CDOT REGION 4

Nicola Upright, PE, Project Engineer | 970.350.2234

SH 257 is a primary commuter access route between Greeley and the Milliken/Johnstown area, connecting SH 60 in Milliken and US 34, approximately ten miles west of Greeley. During the flood event of 2013, floodwaters from the Little Thompson River overtopped the roadway in Milliken from the intersection with SH 60 north to the point where SH 257 crosses the main channel of the river. Long-term repairs on this project included removal and replacement of pavement overtopped by flood waters, repair of damaged utilities, removing and replacing temporary pavement installed during emergency repair replacing damaged right of way fencing. Ground adjacent to the roadway that was disturbed during Emergency Repair was re-vegetated with native grass seed and mulch. RockSol provided construction management, inspection, and materials testing services. RockSol helped facilitate an increase in scope to add a temporary bridge that allowed SH 257 to remain open during construction.



Original budget: \$5,900,000
Final cost: \$6,500,000
Completed on time



“Every RockSol employee was respectful, courteous, knowledgeable, and professional in their work. They take pride in working on behalf of the owner and it shows. Their staff takes personal responsibility for the project and goes above and beyond to make it a success, while enjoying the work. RockSol saved significant costs and time for the project by identifying plan errors along with possible corrective actions early enough to make minor adjustments instead of after mistakes were constructed. RockSol makes sure the project has everything it needs, including proper equipment for CDOT. RockSol managers were in regular contact with CDOT to make sure they were providing the appropriate levels of service (they always were) and were willing to do whatever was needed to make the project successful.”

**- Justin Pipe, PE, CDOT
Resident Engineer**

COUNTY ROAD 44 BRIDGE PERMANENT REPAIRS

TOWN OF BERTHOUD

Stephanie Brothers, PE, Town Engineer | 970.344.5807

This project involved replacing a single span bridge carrying WCR 44 over the Little Thompson River with two-cell concrete box culverts. This project was part of the Town's flood recovery efforts as a result of the 2013 Flood Event. This project also received federal funds through CDOT and followed the Local Agency procedures for completion. Additional project work included asphalt paving, guardrail, signing, striping, and slope stabilization. RockSol provided construction administration and management services for this project. There was a long construction delay at the beginning of the project, due design and contracting issues, but once construction began, it was completed on schedule.



Original budget: \$1.148M

Final cost: \$1.262

Completed on time

RAILROAD AVENUE FLOOD RECOVERY

CITY OF LOVELAND

Mike Jacobson, Project Manager | 970.962.2642

The purpose of this project was to redesign South Railroad Avenue from 14th Street to West 1st Street after it was severely damaged during the September 2013 Flood Event. RockSol was tasked with completing the roadway and bridge design per the Risk and Resiliency evaluation submitted to FHWA. RockSol's engineering analysis and evaluation provided design parameters for pavement design, foundation design, and scour analysis. RockSol was responsible for coordinating with the City of Loveland's engineers and assisting with public involvement. RockSol managed a project team of six subconsultants to successfully complete the roadway and bridge design. We also provided a team to manage the construction of the project from advertisement through successful completion. The project was completed on schedule and received many positive accolades from the City staff and adjacent property owners. One of the most successful and enduring projects completed in the City of Loveland.

RockSol also managed the design for the new Fire Training Grounds Access for the City of Loveland. The project involved analyzing and removing the existing North access from Fire Engine Red Street and developing a new, realigned access point from the South through S. Garfield Ave. The project also improved an existing access from the West through S. Roosevelt Ave. RockSol coordinated closely with the City of Loveland's Fire Department.



Original budget: \$2.7 million

Completed under budget

Estimated completion date: 9/18/18

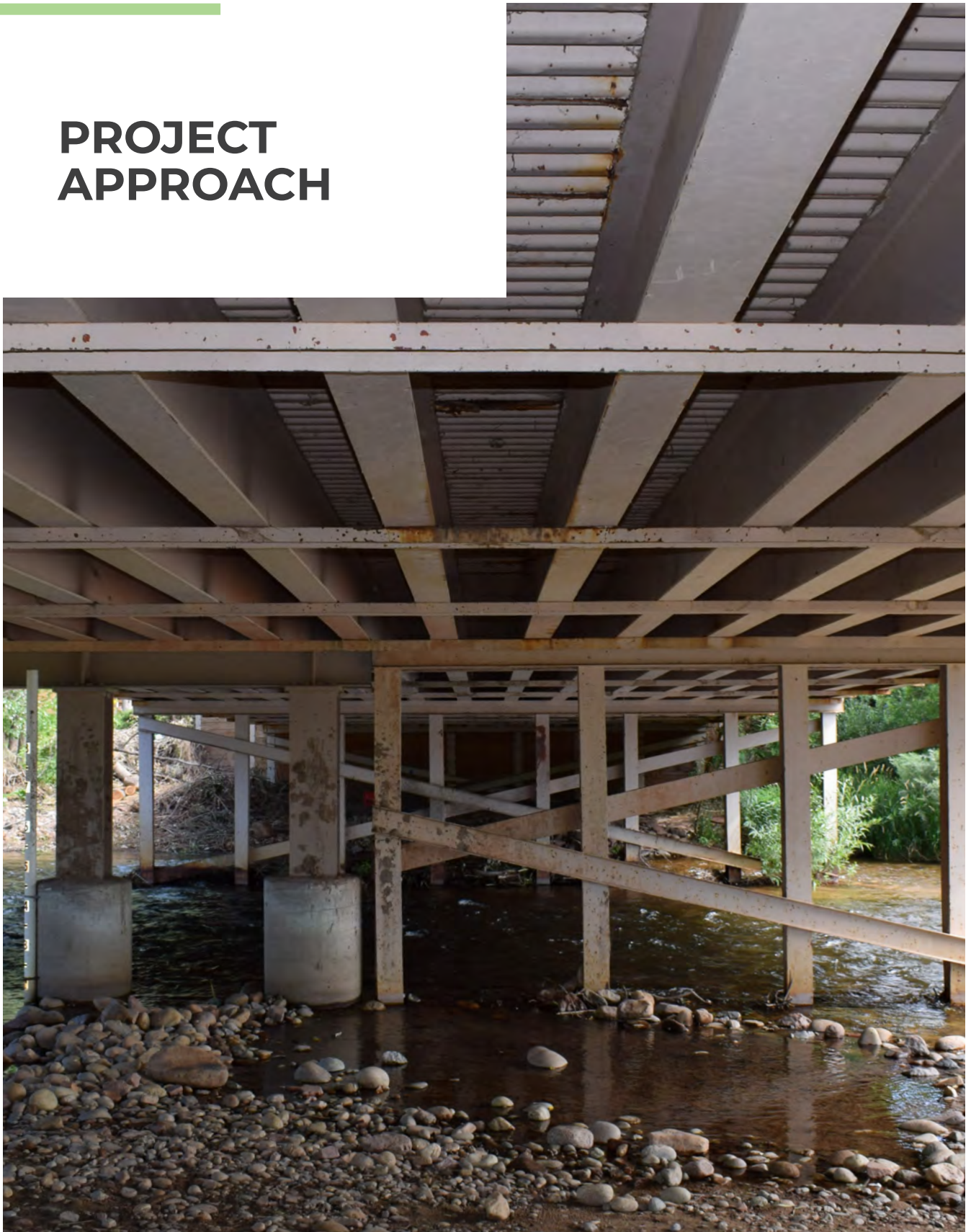
Actual completion date: 12/31/18



"This project was challenging, especially during the construction phase, due to coordination efforts with the railroad, discovery of on-site hazardous waste and migratory bird nesting, and coordination efforts with numerous local, state and federal departments and agencies...I would hire RockSol for any design and construction management project and recommend the RockSol team for their abilities to meet project goals, deadlines and supervision of construction. RockSol has been professional and detailed in their project design and construction management and are always willing to put forth additional effort when needed."

**- Mike Jacobson, PE,
City of Loveland Civil Engineer**

PROJECT APPROACH



PROJECT UNDERSTANDING

Located in a picturesque setting in the Colorado foothills 20 miles from Rocky Mountain National Park, the small, close-knit town of Lyons offers many natural and cultural attractions that draw thousands of visitors annually, including rock climbing, mountain biking, river sports, antiques shopping, art galleries, and a summer line-up of outdoor music festivals, to name a few.

Our personnel appreciate the high standards the Town places on quality of life, and we are very familiar with the area, including the local perspectives, labor market, material sources, and construction practices. This understanding will help us direct the project to ensure its ultimate success.

In the time period September 11 -13, 2013, Lyons experienced the worst natural disaster in the town's history. Torrential rainfall produced extreme flash flooding in the two canyons that converge in Lyons, inundating homes and businesses with water and silt, cutting off power, water, telephone, and other basic services. The devastating flooding also damaged or destroyed much of the town's transportation infrastructure, including the 2nd Avenue bridge over the St Vrain River, which was heavily-damaged in the flooding.

The Town of Lyons is requesting construction management and inspection for the demolition and replacement of the flood-damaged structure and approaches over St. Vrain Creek on Second Avenue between Park Street and the entrance to Bohn Park. The construction of the bridge itself includes removal of channel sediment within the bridge right-of-way, removal of debris at the existing intermediate pier, removal and disposal of the damaged bridge structure, installation of coffer dams in the creek, excavation of trenching for reinforced concrete footings, driving of steel H piles, and compaction of backfill behind wing walls. The bridge approach work includes the removal and replacement of asphalt, curb and gutter, sidewalk, pavement structure, storm systems, bridge abutments, construction of MSE walls, and signing/stripping.

FEMA funds will be part of the funding package on this project. We are familiar with the requirements associated with use of these funds, and we will meet all FEMA financial and performance reporting requisites. RockSol staff provided design and construction engineering services for the Lower Main Street Crossing of James Creek in the town of Jamestown to replace a bridge which was heavily-damaged in the 2013 floods. This project was partially FEMA-funded.

The project work will adhere to the Town of Lyons 2016 Stormwater Master Plan.

FLOOD RECOVERY DOCUMENTATION

Flood Recovery documentation takes detailed focus during all phases of the construction project. FHWA and FEMA have different requirements. It is important to clarify in advance the specific construction project documentation for this project. We recommend having a meeting at the beginning of the project with the person in charge of federal oversight to outline these items. Next, these requirements should be

clearly conveyed to the contractor at the start. And, as the project progresses, it is important to circle back to make sure we are keeping up with gathering documents as the project progresses. By being proactive, the documentation will be completed at the end of the project and the project can be closed out quickly.

CONSTRUCTION INITIATION SERVICES

Initial Coordination

RockSol will meet with Logan and Town staff to expand our understanding of the project work. Once we clarify all tasks and expectations, RockSol will assist in any refinement in the assignments and scope of services.

Preconstruction Conference

As soon as practicable after the construction contract is awarded, RockSol will assist the Town with scheduling the Preconstruction Conference with the Contractor, reviewing utility relocations and their impact to the construction schedule, and address elements identified in the project specifications and plans. RockSol will prepare the preconstruction conference agenda and the minutes per the Town's requirements.



Schedule Review

Our schedule review expert, Jim Zufall, is available, if requested by the Town, to assist Nate with an analysis of the Contractor's Preliminary and Baseline Schedules to ensure that these schedules meet Contract requirements and reduce project risk. Nate will review the contractor's weekly schedule, including upcoming inspection and testing requirements and the Contractor's monthly schedule updates prior to recommending payment by the Town.

OFFICE ASSISTANCE AND ADMINISTRATION

Contract Administration, Coordination, and Correspondence

RockSol will provide administrative organization for all project communication and documentation for this construction project. We will facilitate weekly meetings on the project site with the Town and the Contractor, including preparing agendas and minutes.

Shop Drawings

RockSol will prepare and maintain logs for the review of shop drawings by the Engineer of Record, and will assure timely processing and distribution of the submittals. The deadlines for shop drawing review will be clearly stated and tracked to ensure compliance with the project schedule and specifications.

RockSol's Senior Structural Engineer, Martin Merklinger, is available as a resource for all safety critical work and structures support.

Interpretation of Drawings and Specifications

RockSol will log receipt of all requests for information (RFIs), forward the RFI to the appropriate party, follow up as necessary, and document the disposition in a tracking system to assure that all questions are resolved promptly. Any field revisions to the plans will be coordinated with the Engineer of Record for potential change orders and distributed to the contractor, the Town, and affected parties.

Change Order Administration

Nate, with support from Jim, will negotiate, draft, and coordinate closely with the Town and contractor regarding any potential change orders. We will write any necessary change orders to meet Town and FEMA requirements.

Review Payment Requests

Nate will review, compare, and certify the contractor's monthly payment request with the field quantity measurements to ensure the payment is reasonable and justified. He will ensure adequate materials and payment documentation based on contract requirements. He will then promptly make a recommendation to the Town on the payment request.

Construction Meetings

These meetings will include weekly progress and scheduling meetings and monthly public information meetings. They will also include pre-construction meetings as well as any other important project events requiring meetings, such as a safety critical work (girder erection) and pre-pavement meetings. These meetings will be scheduled as needed before work begins on major features.

Project Documentation

Nate will maintain project files that meet all Town and FEMA requirements, including meeting minutes and rosters. He will also maintain payment documentation, certified test results, civil rights documentation, track construction changes, traffic control items, project financial items, change orders, shop

drawings, etc. He will ensure that construction documentation for the project follows all FEMA requirements and Town of Lyons project procedures.

FIELD OBSERVATION

Construction Inspection

Due to the size of the project and the experience of our team, we have opted for a small team. Nate will perform observations and inspections on all work items, ensuring they are completed in accordance with project plans, standards, and specifications, and any applicable Town and FEMA funding requirements.

Written Record of the Daily Construction Activities

Nate will maintain a project diary, including a daily record of the Contractor's manpower and equipment on the project. This documentation will be used as an accurate and complete record of the progress of the work.

Maintain Accurate Notes

The Inspector's Diary, the Inspector's Progress Report, and certified scale tickets will be used to document field measurements and actual as-constructed quantities. These field records will be used to maintain the as-built plans for the project. Nate is well-versed in this work and will maintain all inspection documentation.

Monitor Compliance with Project Procedures

RockSol staff are very familiar with standard construction industry practices, and have been certified to perform all construction project management and inspection as required by federal statutes and requirements on a project of this type. With the years of related experience and the company focus on quality, RockSol personnel can be counted on to continuously maintain the highest level of construction standards.

Non-Compliance with the Contract Plans and Specifications

As part of the project documentation, our staff will provide the contractor with verbal and written notifications of any work that is out of compliance and will keep Lyons staff informed of any issues. We will follow up at weekly progress meetings and, if necessary, at the final inspection until all issues are corrected.

"The RockSol team proved to be an excellent construction management team. I would like to take this opportunity to express my sincere appreciation and tell you that I look forward to working with RockSol in the future."

***Rhaj Khanzadeh, PE,
City of Aurora Project Engineer***

Drone Photo Documentation

RockSol offers the services of our Unmanned Aerial Vehicle (drone) program which can be used to document the progress of the project, measure quantities, and inspect construction if needed. Nate, our project manager, pilots RockSol's drone fleet for use on projects, and he has used this specialized knowledge for applications such as 3D surface mapping, documentation of changes to transportation features, and aerial imaging. This service is available at the Town's request.



Measurement of the Work/Monthly Pay Estimates

Interim measurements will be prepared for each monthly pay estimate period. Final measurements and documentation for each item will be prepared as soon as that item is completed. RockSol will prepare reimbursement requests for the Town's review to submit to FEMA.

Routine Correspondence

Nate will prepare and distribute routine correspondence to the Contractor, the Town's representatives, and other stakeholders as required throughout the duration of the project.

Project Safety

RockSol prioritizes the safety of our staff both in the field and in our daily lives. We have a dedicated Safety Committee and our safety policies are designed to ensure everyone makes it home from the job site alive and in one piece. Nate will review the contractor's safety plan and ensure the job site is always safe for both staff members and the traveling public.

Materials Testing Coordination

RockSol is well-versed in the expectations of materials testing and documentation requirements. Nate will coordinate closely with the Town's selected quality assurance materials testers to ensure all necessary tests are being completed and documented. Failing tests will be submitted to the Town within 24 hours.

Nate will be on site to witness materials testing and will ensure that an accurate record of all testing is maintained. He will be

responsible for ensuring that all Certificates of Compliance, Certified Test Reports, Buy American Certificates, and any warranties or guarantees are collected and maintained in the project record. Nate will ensure that the Contractor's QA/QC plan is being followed per their approved plan.

Our Materials Lab Manager, Joe Medina, is available for any materials issues that may arise and to address any questions on materials documentation.

PROJECT CLOSE-OUT AND ACCEPTANCE

Substantial Completion

As the project nears substantial completion, Nate will prepare a punch list of uncompleted work, non-conforming work reports, and cleanup work. He will discuss this list with Town staff. Once all work on the punch list is complete, a final inspection will be scheduled with the Contractor and the Town. The inspection will occur prior to the Town's issuance of substantial and final completion documents to the Contractor.

COMMUNICATION METHODS

We believe that on-going and continuous communication is the key to a successful project. Using progress meetings and an open dialogue, we successfully deliver projects to our clients.

RockSol provides a checklist of items to be addressed throughout the project, ensuring no item is missed. The list also triggers dialogue regarding other areas that may not have been initially thought of, and facilitates open and honest communication.

Continuous communication is critical to move the project forward. Between progress meetings, use of email and on-the-spot phone conversations allow the progress to continue. Conference calls and web-based screen sharing are also effective communication tools. Tim also endorses direct communication between all project parties to minimize intermediary conversations, provided all parties are included on the outcome of the conversation. All conversations will be documented in the project diary, and if necessary, by change order.

"It has been my pleasure to work with RockSol Consulting Group, Inc and with Mr. Nate Wiemers of your organization. Mr. Wiemers has worked as an extension of my staff in performing inspections and documentation on the RTD I225 LRT project in the City of Aurora. During his time on this project, Nate has demonstrated a great work ethic, professionalism, flexibility in job functions and a quick understanding of the City Standards, Programs and Policies. He also provided good communication and documentation in dealing with numerous contractors and subcontractors on the many dimensions of this project. Nate has been of great assistance to me and the COA I225 LRT team."

***Al Fedderson, Public Improvement Inspections
Supervisor, City of Aurora***

PUBLIC OUTREACH

Traffic control on this project will require early and ongoing communication with the citizens of Lyons. Bohn Park, Lyons Church of Jesus Christ of Latter-Day Saints, a large residential neighborhood and Lyons Middle/High School are located just south of the project site on McConnell Drive. 2nd Avenue is a logical and probably preferred route for access to and from these locations from the north. Closing off one access will result in a potential doubling of traffic at the signalized intersection of US 36 (Ute Highway) and McConnell/Stone Canyon Drive, as well as on the McConnell Drive roadway and on 2nd Avenue, south of the project. This will require ongoing coordination and communication with neighbors, park users, parishioners, and school users.

We will partner with the Town of Lyons to deliver a meaningful public information campaign for this project. Kate will communicate regularly with Nate and Town managers to ensure that word gets out to all stakeholders. She will also serve as a liaison between local users and the project to recommend adjustments as needed to the traffic signal on US 34 at McConnell Drive.

We anticipate that construction-related traffic impacts described above will be one of the most frequent project concerns. Beyond traffic, we anticipate proactively addressing the following issues:

- Construction phasing and schedule
- Communicating detour routes
- Access to Bohn Park and nearby properties
- Coordination with other projects

In collaboration with the project management team, we will facilitate an initial planning session to discuss and refine the draft public information plan. We propose the following elements as part of the initial plan:

- Draft media releases and social media postings
- Website content hosted on the Town of Lyons site (on-going)
- Project newsletters (quarterly) and regular progress updates

Our team is highly-collaborative and offers an experienced public relations professional to lead engagement efforts. Kate will be in regular communication with the project team regarding outreach conducted, comments received, and issue resolution.

PROJECT CRITICAL ISSUES

During our preliminary site visit and plan review, our team noted several issues that may be critical to the ultimate success of this project. Those challenges are described below, along with effective approaches to overcoming them. Over their careers, our team members have encountered many situations requiring similar mitigation.

Communication

Residential properties are located within close proximity to the project. Regular conversations with adjacent property owners and other stakeholders, including trail and river users, will be managed in coordination with Logan to address issues such as noise, river/trail access, and project schedule. Kate will manage public involvement on this project, as described above.

Utilities

Our team observed a low overhead power line located west of the road along the length of the project. Coordination with utility companies will be necessary, concerning overhead and buried utilities.

Riverwork

Some inherent challenges of riverwork are:

Safety critical work:

- Working several feet above live water. Potential for dropping objects on river users (rafters/fishermen).
- Safety of the public and construction personnel is a high priority for our team. Workers will be outfitted with fall protection whenever needed.

We will continuously look for ways to maintain and improve safety for the duration of construction, especially during demolition and construction of the structure and relocation/protection of utilities.

Water Quality:

- Stormwater mitigation
- Water quality for municipal use (potential contamination)

Our team will work the Contractor to ensure environmental safety and minimal impact to the waterway. We will closely monitor dewatering, stream crossings and diversions, and structure demolition activities for compliance.

Migratory birds:

Two birds' nests were observed under the bridge. Our staff will work with the Contractor and the Town of Lyons to remove the nests outside of the active season, avoiding impacts to the project schedule.

RockSol's Environmental Manager, Jennifer Gorek, is available as a resource for all water quality and other environmental concerns at the Town's request.

We have included photographs representative of these issues on the following page.



COMMUNITY OUTREACH

Communication with stakeholders, including adjacent property owners and trail and river users, will be crucial to address issues such as noise, river/trail access, and project schedule.



TRAFFIC/DETOUR

Early in the process, we will deliver a targeted public information campaign to communicate construction-related traffic impacts.



UTILITY COORDINATION

Coordination with utility companies will be necessary to address overhead and buried utilities.



RIVERWORK

Challenges of riverwork are:

Water Quality

Our team will work with the Contractor to ensure environmental stewardship and minimal impact to the waterway and aquatic wildlife. We will closely monitor dewatering, stream crossings and diversions, and structure demolition activities for compliance.

Safe Work Environment

We will continuously look for ways to maintain and improve safety for the duration of construction, especially during demolition and construction of the structure and relocation/protection of utilities.



MIGRATORY BIRDS

Two bird nests were observed under the bridge. Our staff will work with the contractor and Lyons to remove the nests outside of the active season, avoiding impacts to the project schedule.

PROJECT CONTROL



PROJECT CONTROL

Budget Management

RockSol is committed to providing clients with superior quality projects—under budget and on schedule—through the use of effective communication of costs spent to date. We proactively work to develop and communicate clear project action plans early on, allowing us to develop timely solutions for the client which ultimately results in reduced costs.

Our project costs reflect the actual needs of the project, with most projects being completed with unspent funds remaining on the projects—funds that can then be used to support other agency projects.

Controlling Costs

Tim has extensive experience tracking and controlling costs on engineering projects, and he is dedicated to ensuring all costs are justified. Within our Project Management System, every task order is assigned a unique project number. Therefore, Nate can track and review costs charged to each task order daily. Each month, RockSol will provide invoices and progress reports to Logan.

SCHEDULE CONTROLS

RockSol draws on our team's experience designing similar projects, and Nate will work with the Town to develop a mutual understanding of the timeline and the expectations for meeting significant milestones. Once the schedule is established, Nate will ensure all milestones are achieved on time. RockSol will begin the project with a kick-off meeting with the designated Town staff to gather all existing information available on the Town's expectations, schedule, existing asset data, desired reporting elements and other details to fully inform our team's work. It is our intention to provide timely and exact information and outcomes that will best serve the Town's capital improvement program.

Quality Control

RockSol is committed to providing clients with superior quality projects—within budget and on schedule—through the use of effective communication of costs spent to date. We proactively work to identify challenges early, allowing us to develop timely solutions for the client which ultimately results in reduced costs. Consistent review of labor and direct expenditures and forecasting estimate-at-completion costs of a project are key components of budget management. This close attention to the budget also helps to keep the scope of work in line with expectations.

Document Control Technologies

During our projects, one of the ways that our staff help control costs, meet schedules, and provide quality work is through our use of cutting-edge technology. Our IT professionals and staff follow strict data control and backup protocols to ensure for the security and retention of critical project data. We rely on defined project file storage structure to safely store and organize our project information.

UNDERSTANDING FEDERAL, STATE, AND LOCAL AGENCY GUIDELINES

RockSol staff have a well-rounded and extensive background of Federal, State and Local Agency Guidelines. Tim and Nate have a background of managing projects with federal money, including review, sign-off processes, and the associated time frames including utility coordination, environmental processes, structural review, and right-of-way acquisition. This experience translates well to completing these tasks at a local level as well. We understand that the Town has specific guidelines, specifications, and other requirements and will make sure that these requirements are fully met.



MANAGING PROJECT CONTROLS

RockSol has established a team recognized for its ability to manage project controls. In addition to the CPM illustrated below, we also provide Cost Projection Reviews which we have illustrated here and, if requested, weekly draw-down schedules to maintain clear communication lines with Town staff. These value-added services are a unique aspect of RockSol’s commitment to high quality.

Consultant Cost Control

Tim and Nate have extensive experience in controlling construction management costs. Through flexible staffing & assignment of qualified personnel, RockSol’s construction management costs have always reflected the actual needs of the project. In most cases, this results in unspent funds that can be used on other projects.

- SH 392 / I-25 Interchange Reconstruction | 10% under budget
- US 34 Business (18th Street) Resurfacing | 40% under budget
- SH 392, I-25 to 7th Street in Windsor | 29% under budget
- US 6 Bridge over Sheridan Boulevard | 27% under budget
- US 40/287 at Kit Carson | 21% under budget

To monitor & manage costs, Tim utilizes Cost Projection Reports for each project to track charges & compare the budgeted amount against actual expenditures.

As requested by the Town, we can prepare a weekly draw-down schedule, similar to SH 392 / I-25 Interchange Reconstruction project.

Project Schedule Adherence

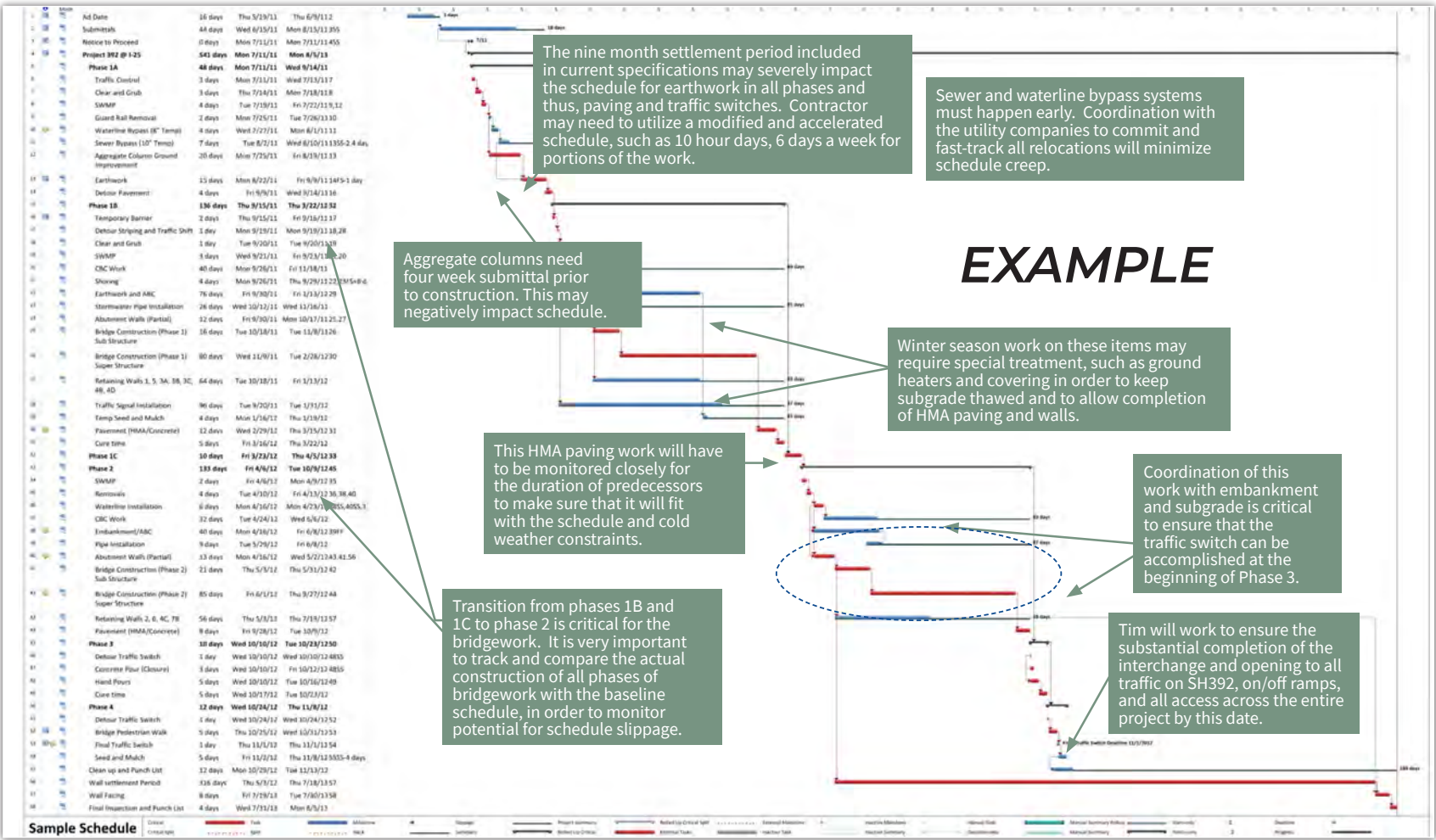
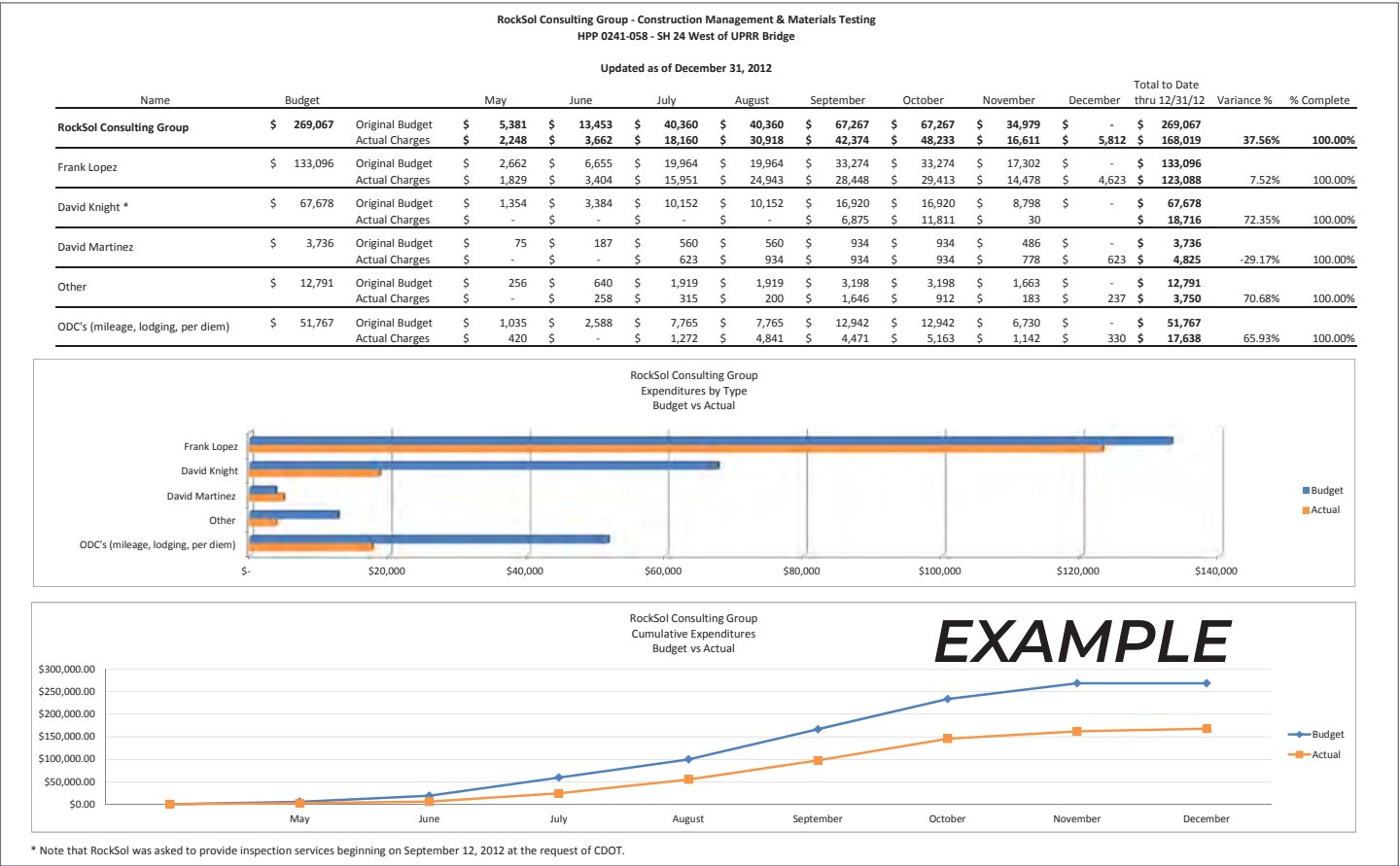
The team will work closely with the Town on the review and analysis of the contractor’s CPM Schedule. In particular, Jim can provide detailed review for the development of a realistic and valid project schedule.

Key scheduling tasks include:

- Completely review the baseline schedule for the entire project.
- Review the method statement for each operation and task compared with duration.
- Review and evaluate logic and sequence including activity phasing.
- Track & compare actual progress between the originals schedule and updated schedules on a monthly basis, prior to approval of pay estimates.

Review & evaluate contractor non-compliance of item completion dates and request written recovery plan.

We recommend the complete acceptance of a valid monthly update schedule before monthly estimates are paid to the contractor.



City of Loveland

November 29, 2018

Re: Railroad Avenue Flood Recovery Project, CDOT Project #: ER M830-084, CDOT Project Name: ERLA Roosevelt Rd. @ BNSF, CDOT Project Code: 20540

To whom it may concern:

I am writing in support of the qualifications and experience of RockSol Consulting Group, Inc. (RockSol) concerning the Railroad Avenue Flood Recovery Project. This project was a flood recovery project stemming from the 2013 Big Thompson River flood. The City of Loveland initially hired RockSol in February 2015 to provide engineering design services. Following the design phase, RockSol was contracted again to provide project and construction management services.

The project consisted of elevating and rebuilding over a half-mile of collector roadway, including the construction of a new, 100-foot free-span bridge. The project was a Local Agency Federal Aid project administered by the Colorado Department of Transportation (CDOT). There was also a secondary funding mechanism consisting of a Community Development Block Grant-Disaster Recovery (CDBG-DR) grant.

Due to the complexities of a Federal Aid project, the City needed a competent design engineer and construction manager to produce a well thought out design and to oversee the daily operations and construction management. The team of Dave Martinez, Miranda Lange, Martin Merklinger, Keith Roach, Callen Hecker and Zach Grennen provided the expertise and support that this project needed. The team provided both the City and CDOT the assurances that the project would be designed and managed with technical competency and professional expertise in addressing the demanding CDOT and Federal requirements.

RockSol completed the design and supervised the general contractor during the entire duration of the project. They were responsible for weekly project meetings, contractor compliance of safety regulations and ensuring that the contractor was in conformance with plans and specifications at all times. Construction management tasks included daily record keeping, review of pay requests, contractor payrolls, time counts, speed manuals and coordinating change requests. This project was challenging, especially during the construction phase, due to coordination efforts with the railroad, discovery of on-site hazardous waste and migratory bird nesting, and coordination efforts with numerous local, state and federal departments and agencies. RockSol also assisted in coordination efforts with BNSF Railway and the Public Utilities Commission to obtain permits and approvals for the improvements at the BNSF railroad crossing.

I would hire RockSol for any design and construction management project and recommend the RockSol team for their abilities to meet project goals, deadlines and supervision of construction. RockSol has been professional and detailed in their project design and construction management and are always willing to put forth additional effort when needed. In considering the complexities of this project, it was a very successful project for the City of Loveland.

Sincerely,

Mike Jacobson, PE
Senior Civil Engineer

Public Works Department | Transportation Engineering
2525 West First Street, Loveland, CO 80537
970.962.2524 | TDD: 970.962.2620

cityofloveland.org

Quality

The quality of our work is defined by how well we meet client expectations. These expectations are typically based on technical service, professionalism, innovation, communication, and adherence to budgets and schedules. The best measure of quality comes from positive feedback from our clients and repeat business. In 2019, 90% of our revenue was derived from repeat business and we received over 20 client commendations from project engineers and resident engineers.

Several of the construction projects we have worked on and managed have been recognized with industry awards, including:

- CCA/CDOT Project Management Award
- ACPA Excellence in Concrete Pavement Award
- ACI Rocky Mountain Chapter Concrete Award
- APWA Community Award
- CAPA Best in Colorado Award

The team will deliver the same high-quality, award-winning services to the Town for this contract.

EXHIBIT B

PROPOSED FEE



EXHIBIT B – FEE

PROPOSED FEE

Exhibit B

Construction Management Services

Task	Hours			Total Hours	Total Cost
	Nate	Jim	Kate		
1. 2nd Avenue Bridge Replacement	\$116	\$198	\$125		
A. General	32	10	85	127	\$ 16,317.00
B. Daily Progress	170	6		176	\$ 20,908.00
C. Project Files	80	6		86	\$ 10,468.00
D. Progress Meetings	50	8	35	93	\$ 11,759.00
E. Field Inspections	680			680	\$ 78,880.00
F. Materials Testing	100			100	\$ 11,600.00
G. Cost Control	36	8		44	\$ 5,760.00
H. Change Orders	16	6		22	\$ 3,044.00
I. Document Control	40			40	\$ 4,640.00
J. Quality Assurance and Quality Control ("QA/QC")	80			80	\$ 9,280.00
K. Project Safety	32			32	\$ 3,712.00
L. Project Reports	32	6		38	\$ 4,900.00
M. Substantial Completion	4			4	\$ 464.00
	1352	50	120	Subtotal:	\$ 181,732.00

SCHEDULE OF PROPOSED PROJECT STAFFING

[illegible]

PROJECT LOCATION

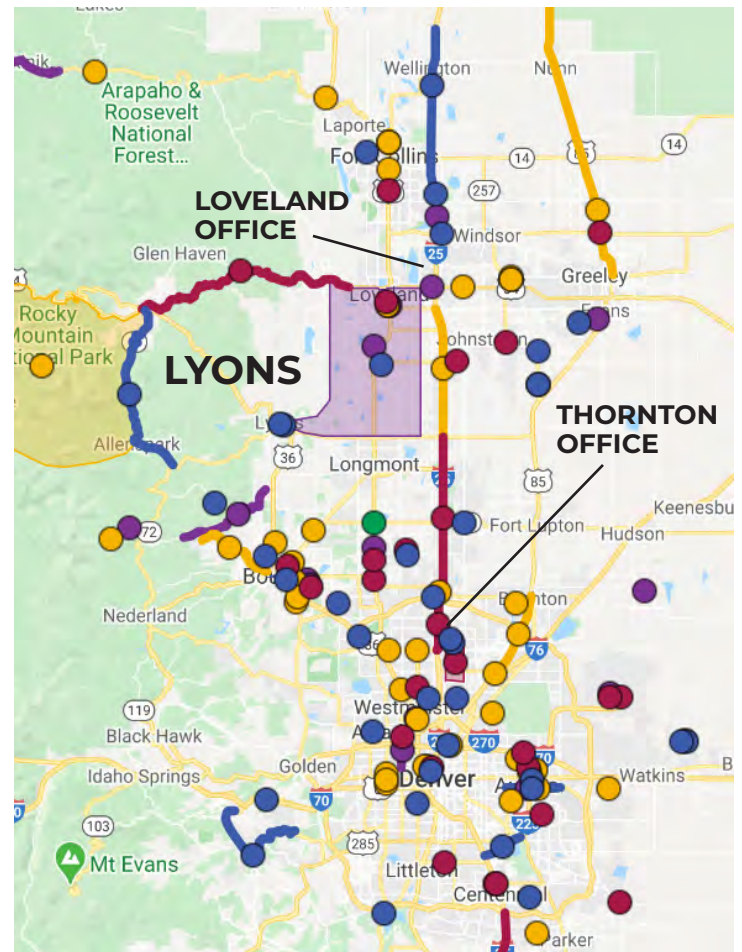


PROXIMITY WITH THE PROJECT AREA

RockSol maintains nearby offices in Loveland and Thornton. Project work will primarily be performed from our Thornton office, with our Loveland office available to offer additional support if needed. Our local presence places RockSol in an excellent position to provide high-quality, efficient services to the Town. RockSol has completed numerous projects in Boulder County and the surrounding area, demonstrating our understanding of the project area, including local construction practices. The map to the right indicates a sampling of those most recent projects completed over the years.

ABILITY TO RESPOND

RockSol works tirelessly to provide our clients with the highest quality services and responsiveness in the industry. RockSol has built a reputation of accommodating immediate project requests by providing our clients qualified personnel who fit the needs of the project. All of our dedicated project staff live in the north metro area, with easy access to the project site. We can provide staff out of our north Front Range offices in Thornton and Loveland. Both of these offices maintain fully-accredited laboratories. Nate will be on the project site to manage construction when work is underway. Additionally, our staff members understand the nature of the construction industry and are prepared to work nights, weekends, and holidays if required.



- 2020 Projects ● 2019 Projects ● 2018 Projects
- 2017 Projects ● 2016 Projects



REQUIRED DOCUMENTS





OFFICE

Northern Colorado Office
6865 Sherman Street
Loveland, CO 80358

CONTACT

Phone : 970-663-0041
Fax : 970-663-0040
Web: www.rocksol.com

SAM Search Results
List of records matching your search for :

Search Term : Rocksol Consulting Group Inc*
Record Status: Active

ENTITY	Rocksol Consulting Group Inc			Status: Active
DUNS: 802959291	+4:	CAGE Code: 1REK8	DoDAAC:	
Expiration Date: 12/30/2020		Has Active Exclusion?: No		Debt Subject to Offset?: No
Address: 12076 Grant Street		State/Province: COLORADO		
City: Thornton		Country: UNITED STATES		
ZIP Code: 80241-3102				

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that,
according to the records of this office,

ROCKSOL CONSULTING GROUP, INC.

is an entity formed or registered under the law of New Mexico , has complied with all
applicable requirements of this office, and is in good standing with this office. This entity has
been assigned entity identification number 19991027813 .

This certificate reflects facts established or disclosed by documents delivered to this office on
paper through 08/12/2020 that have been posted, and by documents delivered to this office
electronically through 08/13/2020 @ 10:15:11 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this
official certificate at Denver, Colorado on 08/13/2020 @ 10:15:11 in accordance with applicable law.
This certificate is assigned Confirmation Number 12528913 .



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

Town of Lyons, Colorado

CONSULTANT QUALIFICATIONS

		Yes	No
1	Has the Contractor completed similar types of projects for a municipality 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 Requirements listed in the General Conditions of the Contract?	X	
4	Can the Contractor commit the necessary dedication of hours to provide the services?	X	

Contractor Shall Provide References Here:

R1	James Usher, PE, Project Director CDOT Region 4 970.350.2104
R2	Wendi Palmer, PE, CFM, Project Manager Town of Erie 303.926.2875
R3	Jennifer Aieta, PE, Project Manager Town of Jamestown representative 303.997.6109
R4	Nicola Upright, PE, Project Engineer CDOT Region 4 970.350.2234
R5	Stephanie Brothers, PE, Town Engineer Town of Berthoud 970.344.5807

EXHIBIT E

CONSULTANT'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, et seq., as amended 5/13/08, as a prerequisite to entering into a contract for services with the Town of Lyons, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, et seq., in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

RockSol Consulting Group, Inc. 8/12/20

Company Name _____ Date _____

Tim Tuttle

Name (Print or Type)

Tom Zottle

Signature

Project Prinicipal

Title

Note: Registration for the E-Verify Program can be completed at: <https://e-verify.uscis.gov/enroll/>.

Exhibit F
Proposal Acknowledgement

PROFESSIONAL SERVICES FOR CONSTRUCTIONMANAGEMENT

Failure to complete, sign and return this submittal page with your proposal may be cause for rejection.

Contact Information Response	Response
Company Name	RockSol Consulting Group, Inc.
Name and Title of Primary Contact	Tim Tuttle, Project Principal
Person	
Company Address	12076 Grant Street, Thornton, CO 80241
Phone Number	(970)360-6101
Email Address	tuttle@rocksol.com
Company Website	www.rocksol.com

By signing below I certify that:

- ☒ I am authorized to propose on my company's behalf.
- ☒ I am not currently an employee of the Town of Lyons.
- ☒ None of my employees or agents are currently employees of the Town of Lyons.
- ☒ I am not related to any Town of Lyons employee or Elected Official.



Signature of Person Authorized on Company's Behalf Date

Note: If you cannot certify the above statements, please explain in the space provided below.

EXHIBIT G

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

Firm	Date	Notes
Feuerstein Consulting, LLC	8/3/20	Sent email, phone conversation
Merge Resource Group, Ltd.	8/11/20	Sent email, phone conversation

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

- Colorado Unified Certification Program (UCP) Directory
- 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.

ATTACHMENT A

FEDERAL EMERGENCY MANAGEMENT AGENCY'S ("FEMA") GRANT PROGRAM REQUIREMENTS FOR PROCUREMENT CONTRACTS

The work or services under the contract to which this Attachment A is attached ("Agreement") are funded in whole or in part through a grant from the Federal Emergency Management Agency's Grant Program which requires compliance with all the provisions contained in this Attachment to the Agreement and all other applicable Federal and State laws and regulations. If the Agreement is between the Town and the "Consultant," the term "Contractor" as used herein shall mean the "Consultant." The provisions below are incorporated into and made part of the Agreement.

~~**1.0 PERFORMANCE AND PAYMENT BONDS (44 C.F.R. § 13.36(H)(2) AND (3)):** Contractor must provide both a performance bond and a payment bond acceptable to the Town, each for one hundred percent (100%) of the Contract Price.~~

2.0 EQUAL EMPLOYMENT OPPORTUNITY: If this Agreement is for compensation in excess of \$10,000.00 (Contract Price > \$10,000), during the performance of this Agreement, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. 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 setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- C. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted

construction 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.

- G. The Contractor will include the portion of the sentence immediately preceding subparagraph (1) and the provisions of subparagraphs (1) through (7) 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 provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.”

3.0 COPELAND ANTI-KICKBACK ACT (44 C.F.R. SECTION 13.36(i)(4)):

- A. Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- B. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause in subparagraph (1) above and such other clauses as the FEMA may by appropriate instructions require, 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 of these Contract clauses.
- C. Breach. A breach of the subparagraph contract clauses (1) or (2) above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

4.0 COMPLIANCE WITH CONTRACT WORK HOURS AND SAFETY STANDARDS ACT: If this Agreement is for compensation in an amount greater than \$100,000.00 (Contract Price > \$100,000), the following shall apply:

- A. 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 he or she is employed on such work to work in excess of forty 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 forty hours in such workweek.
- B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section 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 paragraph (1) of this section, 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 forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

- C. Withholding for unpaid wages and liquidated damages. The Town 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 contractor, 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 paragraph (2) of this section.
- D. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this section 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 section.

5.0 NOTICE OF STATE AND FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) REPORTING REQUIREMENTS AND REGULATIONS:

- A. General. The Town is using Public Assistance grant funding awarded by FEMA to the State of Colorado and/or the Town to pay, in whole or in part, for the costs incurred under this Agreement. As a condition of Public Assistance funding under major disaster declaration FEMA-DR-4145, FEMA requires the State and thus the Town to provide various financial and performance reporting.
 - (1) It is important that the Contractor is aware of these reporting requirements, as the Town may require and the Contractor agrees to provide certain information, documentation, and other reporting in order to satisfy reporting requirements to the State of Colorado which, in turn, will enable the State of Colorado to satisfy reporting requirements to FEMA.
 - (2) Failure of the State of Colorado to satisfy reporting requirements to FEMA is a material breach of the FEMA-State Agreement, and could result in loss of federal financial assistance awarded to fund this Contract.
- B. Applicable Regulations and Policy. The applicable regulations, FEMA policy, and other sources setting forth these reporting requirements are as follows:
 - (1) 44 C.F.R. § 13.40 (Monitoring and Reporting Program Performance)
 - (2) 44 C.F.R. § 13.41 (Financial Reporting)
 - (3) 44 C.F.R. § 13.50(b) (Reports)
 - (4) 44 C.F.R. § 206.204(f) (Progress Reports)
 - (5) FEMA Standard Operating Procedure No. 9570.14, Public Assistance Program Management and Grant Closeout Standard Operating Procedure (Dec. 2013)
 - (6) FEMA-State (or Tribal) Agreement

- C. Financial Reporting. The State of Colorado is required to submit to the following financial reports to FEMA:
- (1) Initial Report. An initial Federal Financial Report (SF 425) no later than 30 days after FEMA has approved the first Public Assistance project under FEMA-DR-4145.
 - (2) Quarterly Reports. Following submission of the initial report, quarterly Federal Financial Reports until submission of the final report described in the following subparagraph. Reports are due on January 30, April 30, July 30, and October 30.
 - (3) Final Report. A final Federal Financial Report within 90 days of the end of the period of performance for the Public Assistance grant.
- D. Performance Reporting. The State of Colorado is required to submit to the following financial reports to FEMA:
- (1) Initial Report. An initial performance report no later than 30 days after FEMA has approved the first Public Assistance project under FEMA-DR-4145.
 - (2) Quarterly Reports. Following submission of the initial report, quarterly performance reports until submission of the final report described in the following subparagraph. Reports are due on January 30, April 30, July 30, and October 30.
 - (3) Final Report. A final performance report within 90 days of the end of the period of performance for the Public Assistance grant.

6.0 ACCESS TO RECORDS: The following access to records requirements apply to this Agreement:

- A. The Contractor agrees to provide the Town, the State of Colorado, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. The Contractor agrees to provide the Town, the State, the FEMA Administrator or their authorized representatives access to construction or other work sites pertaining to the work being completed under this Agreement.

7.0 RETENTION OF RECORDS: The Contractor agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until the Town, the State of Colorado, the FEMA Administrator, the Comptroller General of the United States, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related to the litigation or settlement of claims.

8.0 CLEAN AIR ACT: If this Agreement is for compensation in excess of \$150,000.00 (Contract Price > \$150,000):

- A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- B. The Contractor agrees to report each violation to the Town and understands and agrees that the Town will, in turn, report each violation as required to assure notification to the State of Colorado, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- C. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

9.0 FEDERAL WATER POLLUTION CONTROL ACT: If this Contract is for compensation in excess of \$150,000.00 (Contract Price > \$150,000):

- A. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- B. Contractor agrees to report each violation to the Town and understands and agrees that the Town will, in turn, report each violation as required to assure notification to the State of Colorado, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- C. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

10.0 ENERGY CONSERVATION: 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.

11.0 SUSPENSION AND DEBARMENT: This Section applies if this Agreement/Contract or any subcontract awarded hereunder is for a “covered transaction” to include:

- (a) This Contract or any subcontract awarded hereunder is awarded in the amount of at least \$25,000, or
 - (b) This Contract or any subcontract awarded hereunder requires the approval of FEMA, regardless of amount.
- A. If this Contract or any subcontract awarded hereunder is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000, the Contractor is required to verify that none of the Contractor or any subcontractor as the case may be, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). By signing this Agreement, the Contractor certifies, to the best of its knowledge and belief, that it and its principals:
- (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
 - (2) have not within a five-year period preceding this Agreement had one or more public transactions (federal, State or local) terminated for cause or default; and

(3) have not within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for (a) the 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 public transaction, or (b) 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

- B. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- C. This certification is a material representation of fact relied upon by the Town. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Colorado and the Town), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of this Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

12.0 AMERICANS WITH DISABILITIES ACT: The Contractor shall be in compliance with the appropriate areas of the Americans with Disabilities Act of 1990 as enacted and from time to time amended and any other applicable federal regulation. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of any purchase order or contract and with any new purchase order or contract issued by the Town.

13.0 DAVIS BACON/PREVAILING WAGES: Check the Applicable Provision Below:

☐ Contractor/subcontractor is responsible for complying with the Davis Bacon Act (40 U.S.C. §§276a to 276a-7) as supplemented by Department of Labor regulations at 29 CFR pt.5, determining the applicable prevailing wage requirements pertaining to Contractor/Subcontractor’s Work, and will strictly comply with the requirements. Contractor/Subcontractor will keep complete and accurate records containing the name, address, the occupational title or titles for the work performed, the rate of pay, daily and weekly hours worked for each occupational title, deductions made, and actual wages paid for work performed by each worker. Subcontractor will submit the required compliance form and a reasonable number of certified copies of current payroll records on the proper form. Receipt of the information will be a condition precedent to making any payments to the Contractor/Subcontractor.

OR

☒ Davis-Bacon Act wage rates as determined by the U.S. Department of Labor shall not apply for the construction of this project. (Stafford Act does not require Davis-Bacon Wage Act compliance if the Work is funded only with FEMA emergency funding.)

14.0 PROVISIONS REQUIRED BY LAW DEEMED INSERTED: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any provision is not

inserted, or is not correctly inserted, then upon the application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

15.0 AGREEMENT TO EXECUTE OTHER REQUIRED DOCUMENTS: Contractor and all subcontractors, by entering into the Agreement, understand and agree that funding for the Work is provided under federal and/or state programs with specific contracting requirements. To the extent any such requirement is not otherwise set forth herein, Contractor agrees to execute such amendments or further agreements as may be necessary to ensure that the Town funding for the Work is provided.

16.0 CONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISE AND LABOR SURPLUS: The Contractor and subcontractors will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible including, but not limited to, the following:

- (a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (b) Ensuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
- (c) 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;
- (d) Establishing delivery schedules, where the requirements of the contract permit, which encourage participation by small and minority businesses and women's business enterprises; and
- (e) Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and State and local governmental small business agencies.

17.0 COPYRIGHTS: The Contractor acknowledges and agrees that the federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes: (a) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

18.0 BYRD ANTI-LOBBYING AMENDMENT: If this Contract is for compensation in excess of \$100,000.00 (Contract Price > \$100,000), the following shall apply:

- A. Contractor represents and acknowledges that it has filed the required certification that it has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. 1352.
- B. The Contractor or subcontractor shall obtain the certification set forth in subparagraph (A) of this section from any subcontractors and will insert in any subcontracts a clause requiring the subcontractors to obtain this certification from any lower tier subcontractors.

- C. The prime Contractor shall be responsible for compliance with the clauses set forth in subparagraphs (1) and (2) of this section by any subcontractor or lower tier subcontractor.

19.0 PROCUREMENT OF RECOVERED MATERIALS: If the Town constitutes "a political subdivision of a state" as defined in 2 C.F.R. §200.322, Contractor agrees to comply with the requirements of Section 6003 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. In accordance with Section 6002, Contractor must:

(1) 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;

(2) Procure solid waste management services in a manner that maximizes energy and resource recovery;
and

(3) Must have established an affirmative procurement program for the procurement of recovered materials identified in the EPA guidelines.

20. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT: Check the Applicable Provision Below:

- ☐ [If checked, Attachment D is incorporated into this Agreement by reference.] The federal award meets the definition of "funding agreement" under 37 C.F.R. §401.2(a) and this contract is between the Town and a small business firm or nonprofit organization regarding the substitution of parties, assignment, or performance of experimental, developmental, or research work under such funding agreement, the Town shall comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperating Agreements," and any implementing regulations issued by the awarding agency.
- ☐ The federal award does not qualify as a "funding agreement" and/or is not a contract with small business firm or nonprofit organization for the purpose of the substitution of parties, assignment, or performance of experimental, developmental, or research work under such funding agreement.

Accepted by Contractor on

Accepted by Town of Lyons on

October 7, 2020

By: Saeid Saeb Digitally signed by Saeid Saeb
Date: 2020.10.07 09:52:50 -0600

President
Title

October 7, 2020

By: Larry Sanders
Recovery Manager
Title

ADDENDUM TO CONTRACT



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)
☐ Report of Additional Classification and Rate (HUD 4230-A 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)
- ☐ 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 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 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.

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. 1701u (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/esa/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/conserva/tools/cpg/pdf/rcra-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 I(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 1010, 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 – \(Click to follow the link\)](#)

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 person 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
none - n/a		

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](#) (Click to follow the link)
- [Colorado Unified Certification Program \(UCP\) Directory](#) (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: RockSol Consulting Group, Inc.
2. Business Address: 12076 Grant Street, Thornton, CO 80241
3. When Organized: 10/03/1996
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).

Saeid Saeb, 12076 Grant Street, Thornton, CO 80241

CORPORATION

Corporation is incorporated in the State of: New Mexico

President is: Saeid Saeb

Treasurer is: Saeid Saeb

Place of Business: Thornton, Colorado

5. How many years have you been engaged in the contracting business under your present firm or trading name? 24
6. Financial Statement: (Attach Separate Sheet)
7. Credit Available for this Contract \$ N/A
8. Contracts Now on Hand, Gross Amounts \$ 26k via Interwest
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:

N/A

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

Date at RockSol Consulting Group this September 23 day of 2020.

RockSol Consulting Group, Inc.

(Name of Bidder)

By: [Signature]

STATE OF Colorado)

COUNTY OF Adams)

Saeid Saeb being duly sworn, deposes and says that they are President of RockSol Consulting Group, Inc. and their answers to the foregoing questions and all statements therein contained are true and correct.

RockSol Consulting Group, Inc.
(Name of Bidder)

Sworn to before me this: 23rd

Day of September, 20 20

[Signature]
NOTARY PUBLIC

My commission expires: 06/01/2024

Title: Notary Public State of Colorado

SANDRA S. LONG
Notary Public
State of Colorado
Notary ID # 19874120990
My Commission Expires 06-01-2024

WAGE/FRINGE BENEFIT CERTIFICATION FORM

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

Labor Standards Section

Form 6

Wage/Fringe Benefit Certification

(To be completed by contractor/subcontractors prior to contract award.)

GRANTEE: _____ GRANT: _____ PROJECT: _____

This is to certify that _____ plans to use the following classifications of workers on the above referenced project:

Classification	From Applicable Wage Decision			Base Wage to be paid by Contractor	Fringe Benefits to be provided by Contractor		Total Package to be paid by Contractor
	Base Wage Due	Fringe Benefits Due	Total Package Due		Benefit	Hourly Amount	

Certified by: _____ Title: _____ Date: _____

(Must be certified by Owner or Chief Financial Officer)

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 <small>OMB Approval Number 2501-0011 (Exp. 01/31/2010)</small>					
1. FROM (name and address of requesting agency) Colorado Department of Local Affairs	2. PROJECT NAME AND NUMBER						
4. BRIEF DESCRIPTION OF PROJECT	3. LOCATION OF PROJECT (City, County and State)						
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) <input type="checkbox"/> COPY ATTACHED						
7. WAGE DECISION EFFECTIVE DATE		8. WORK CLASSIFICATION(S)					
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="padding: 5px;">HOURLY WAGE RATES</th> </tr> <tr> <th style="padding: 5px;">BASIC WAGE</th> <th style="padding: 5px;">FRINGE BENEFIT(S) (if any)</th> </tr> <tr> <td style="height: 100px;"></td> <td></td> </tr> </table>			HOURLY WAGE RATES		BASIC WAGE	FRINGE BENEFIT(S) (if any)	
HOURLY WAGE RATES							
BASIC WAGE	FRINGE BENEFIT(S) (if any)						
9. PRIME CONTRACTOR (name, address)	10. SUBCONTRACTOR/EMPLOYER, IF APPLICABLE (name, address)						
<p>Check All That Apply:</p> <p><input type="checkbox"/> The work to be performed by the additional classification(s) is not performed by a classification in the applicable wage decision.</p> <p><input type="checkbox"/> The proposed classification is utilized in the area by the construction industry.</p> <p><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.</p> <p><input type="checkbox"/> The interested parties, including the employees or their authorized representatives, agree on the classification(s) and wage rate(s).</p> <p><input type="checkbox"/> Supporting documentation attached, including applicable wage decision.</p> <p>Check One:</p> <p><input type="checkbox"/> Approved, meets all criteria. DOL confirmation requested.</p> <p><input type="checkbox"/> One or more classifications fail to meet all criteria as explained in agency referral. DOL decision requested.</p>							
Agency Representative _____ Date _____ <small>(Typed name and signature)</small> Phone Number _____		FOR HUD USE ONLY LR2000: 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

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, Saeid Saeb, certify that I am the President of the corporation named as Contractor herein; that Saeid Saeb 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


(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)

RockSol Consulting Group, Inc.
Name of Contractor or Sub-Contractor

2nd Ave. Bridge Replacement
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.

Saeid Saeb, President
Name and Title of Signer (Type of Print)

Saeid Saeb

Signature

 Digitally signed by Saeid Saeb
Date: 2021.01.27 16:07:23 -07'00'

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.

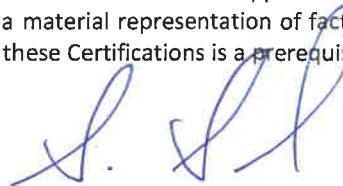
CERTIFICATIONS SIGNATURE FORM

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.

Saeid Saeb

(Typed name of official)



(Signature of Official)

RockSol Consulting Group, Inc. 9/23/2020

(Typed name of entity)

(Date)

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

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

State of Colorado)

County of Adams) ss.

Saeid Saeb, being first duly sworn, deposes and says that:

1. He/She is President of RockSol Consulting Group, Inc., 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)

Saeid Saeb, President

(Name & Title)

Subscribed and sworn to before me
this 23rd day of September, 2020

Sandra S. Long
(Notary Public)

My commission expires June 1, 2024

SANDRA S. LONG
Notary Public
State of Colorado
Notary ID # 19874120990
My Commission Expires 06-01-2024

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

N/A

_____ 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 N/A.

- 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 N/A, 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.

Saeid Saeb

Digitally signed by Saeid Saeb
Date: 2020.09.30 14:20:19 -06'00'

Signature

President

Title

9/30/2020

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)

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*
N/A				

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

RockSol Consulting Group, Inc.

Company

2nd Ave. Bridge Replacement

Project Name

Saeid Saeb

Digitally signed by Saeid Saeb
Date: 2020.09.30 14:20:49 -06'00'

~~EEO Officer~~ (Signature)

Project/IFB Number

9/30/2020

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	n/a			
Professionals	n/a			
Technicians	n/a			
Housing Sales/Rental/Mgmt.	n/a			
Office Clerical	n/a			
Service Workers	n/a			
Others	n/a			

TRADE:

Journeyman	n/a			
Apprentices	n/a			
Maximum No. Trainees	n/a			
Others	n/a			

TRADE:

Journeyman	n/a			
Apprentices	n/a			
Maximum No. Trainees	n/a			
Others	n/a			

*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.

RockSol Consulting Group, Inc.

Company

VI. REQUIRED CONTRACT FORMS

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

RockSol Consulting Group, Inc.

2nd Ave. Bridge Replacement

Project Name and Number

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

B. Employment positions filled since n/a.
(Date of Selection)

[illegible]

C. No employment positions have been filled since n/a
(Date of Selection)

Saeid Saeb, President

Saeid Saeb

Digitally signed by Saeid Saeb
Date: 2020.09.30 14:21:39 -06'00'

9/30/2020

Date

SECTION 3 CERTIFICATION FOR BUSINESS

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

Project Name: 2nd Ave. Bridge Replacement Contract Number: 20-2ndAve-BR-04

Contractor Name: RockSol Consulting Group, Inc.

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.

Saeid Saeb

Digitally signed by Saeid Saeb
Date: 2020.09.30 14:22:54 -06'00'

Signature

Saeid Saeb

Name (printed)

President

Title

9/30/2020

Date

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

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

Rev. Dec. 2008

NAME OF CONTRACTOR <input type="checkbox"/> OR SUBCONTRACTOR <input type="checkbox"/>						ADDRESS							OMB No.: 1235-0008 Expires: 02/28/2018							
PAYROLL NO.			FOR WEEK ENDING			PROJECT AND LOCATION					PROJECT OR CONTRACT NO.									
(1)	(2)	(3)	(4) DAY AND DATE							(5)	(6)	(7)	(8) DEDUCTIONS					(9)		
NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	NO. OF HOURS EARNED BY EMPLOYER	WORK CLASSIFICATION	O R S T	HOURS WORKED EACH DAY							TOTAL HOURS	RATE OF PAY	GROSS AMOUNT EARNED	FICA	WITH- HOLDING TAX			OTHER	TOTAL DEDUCTIONS	NET WAGES PAID FOR WEEK
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(over)

Date _____

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

do hereby state:

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

_____ on the
(Contractor or Subcontractor)

_____ ; that during the payroll period commencing on the
(Building or Work)

_____ 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

_____ from the full
(Contractor or Subcontractor)

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.

DATE: _____

Employee Signature

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 Program units

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

EXHIBIT B – FEE

EXHIBIT C – CORRECTED CONTRACT