#### REQUEST FOR PROPOSAL

# Boulder County Flood Recovery Program Property Damage Estimator and Lead-Based Paint Contractor

RFP #6804-18



#### SUBMITTAL DUE DATE

January 25, 2018 10:00 a.m.

#### **BOULDER COUNTY PURCHASING**

2025 14<sup>TH</sup> STREET BOULDER CO 80302

Purchasing@bouldercounty.org

#### REQUEST FOR PROPOSAL (RFP)

## PLEASE NOTE THIS IS A REISSUE OF RFP 6689-17. THOSE VENDORS WHO SUBMITTED A PROPOSAL UNDER THE PREVIOUS RFP NEED NOT SUBMIT AGAIN.

Boulder County was awarded federal funding through the Community Development Block Grant- Disaster Recovery program ("CDBG-DR") to provide residents in Boulder County with flood recovery assistance. These funds have been used to complete repairs on homes damaged by the 2013 Flood and to reimburse homeowners for out-of-pocket expenses incurred through private flood recovery efforts. Boulder County is required to follow federal regulations and state and local guidelines when determining the costs that can be eligible for CDBG-DR funds. Boulder County is seeking a Property Damage Estimator and Lead-Based Paint Contractor to support or confirm compliance with these regulations and guidelines. The purpose of this project is four-fold: To fully document home repair project components with unique and comprehensive scopes of work; to develop cost estimates in compliance with federal cost-principle regulations as a means of determining reasonableness of costs; to document analysis of amount awarded compared with amount determined to be reasonable; and, where necessary, to test for lead and develop a Scope of Work for abatement in cases of positive tests.

Boulder County is requesting proposals for a Property Damage Estimator and Lead-Based Paint Contractor (hereafter, "Consultant") to complete, for each Home Rehab project, a comprehensive Scope of Work that includes lead-based paint testing and abatement, as necessary, as well as cost estimation calculations and cost reasonableness analyses for flood recovery work. The selected Consultant will complete testing and reports for the restoration of flood damaged properties located within both incorporated and unincorporated Boulder County.

The selected Consultant must be capable and competent in completing these tasks, must have all required certifications and qualifications. The ideal consultant also should be knowledgeable in federal funding, specifically U.S. Department of Housing and Urban Development ("HUD") CDBG or CDBG-DR funds, in order to be able to adhere to applicable laws and regulations. The preferred proposer will have experience inspecting and/or repairing disaster damaged structures. The selected Consultant also must be qualified to present property-specific detailed reports. Tasks will be completed primarily for single-family homes and manufactured housing units, and may also include condos, townhomes, and duplexes. Reports must contain detailed accounts of all flood recovery repairs using date-appropriate rates for all labor, materials, and equipment costs pertinent to the project. Experience with and use of Xactimate, Homewyse, or other acceptable cost estimating software is required. Consultant reports and other documents must be provided in an acceptable electronic format.

The successful proposer shall also be prepared to execute the attached addendum as part of any contract with the County, and comply with all CDBG-DR requirements set forth in that addendum. Responses to this solicitation containing "cost plus" and/or "administrative expenses" and/or "time and material (T&M), unless otherwise exempted" will not be accepted.

#### **Written Inquiries**

All inquiries regarding this RFP shall be submitted via email to the Boulder County Purchasing Office at <u>purchasing@bouldercounty.org</u> on or before 3:00 p.m. January 16, 2018. A response from the County to all inquiries shall be posted and sent via email no later than 10:00 a.m. January 19, 2018.

#### **Submittal Instructions**

Submittals are due at the Administrative Services Front Desk or the email box (preferred) listed below, for time and date recording on or before 10:00 a.m. Mountain Time on January 25, 2018.

Your response can be submitted in the following ways. Please note that email responses to this solicitation are preferred, but are limited to a maximum of 25MB capacity. NO ZIP FILES ALLOWED. Electronic Submittals must be received in the e-mail box listed below. Submittals sent to any other box will NOT be forwarded or accepted. This e-mail box is only accessed on the due date of your questions or proposals. Please use the Delivery Receipt option to verify receipt of your email. It is the sole responsibility of the proposer to ensure their documents are received before the deadline specified above. Boulder County does not accept responsibility under any circumstance for delayed or failed email or mailed submittals.

E-Mail <u>purchasing@bouldercounty.org</u>; identified as RFP #6804-18 in the subject line.

-OR-

**US Mail One** (1) unbound copy of your submittal, printed double-sided, 11 point, on at least 50% post-consumer, recycled paper must be submitted in a sealed envelope, clearly marked as **RFP** #6804-18, to the Administrative Services Front Desk at 2025 14th Street, Boulder, CO 80302.

All RFPs must be received and time and date recorded by authorized County staff by the above due date and time. Sole responsibility rests with the Offeror to see that their RFP response is received on time at the stated location(s). Any responses received after due date and time will be returned to the offeror.

The Board of County Commissioners reserves the right to reject any and all responses, to waive any informalities or irregularities therein, and to accept the proposal that, in the opinion of the Board, is in the best interest of the Board and of the County of Boulder, State of Colorado.

Americans with Disabilities Act (ADA): If you need special services provided for under the Americans with Disabilities Act, contact the ADA Coordinator or the Human Resources office at (303) 441-3525 at least 48 hours before the scheduled event.

#### **Terms and Conditions**

- 1. Proposers are expected to examine the specifications, schedule of delivery, and all instructions. Failure to do so will be at the proposer's risk.
- 2. Each proposer shall furnish the information required in the proposal.
- 3. The Contract/Purchase Order will be awarded to that responsible proposer whose submittal, conforming to the Request for Proposals, will be most advantageous to the County of Boulder, <u>price</u> and other factors considered.
- 4. The County of Boulder (Office of Purchasing) reserves the right to reject any or all proposals and to waive informalities and minor irregularities in proposals received, and to accept any portion of or all items proposed if deemed in the best interest of the County of Boulder to do so.
- 5. No submittal shall be withdrawn for a period of thirty (30) days subsequent to the opening of RFPs without the consent of the County Purchasing Agent or delegated representative.
- 6. A signed purchase order or contract furnished to the successful proposer results in a binding contract without further action by either party.
- 7. Late or unsigned RFPs will not be accepted or considered. It is the responsibility of proposers to ensure that the RFP arrives in the office of the County Purchasing Agent prior to the time indicated in the "Request for Proposal."
- 8. The proposed price shall be exclusive of any Federal or State taxes from which the County of Boulder is exempt by law.
- 9. Any interpretation, correction or change of the RFP documents will be made by Addendum. Interpretations, corrections and changes of the RFP documents made in any other manner will not be binding, and proposer shall not rely upon such interpretations, corrections and changes. The County's Representative will not be responsible for oral clarification.
- 10. Confidential/Proprietary Information: RFPs submitted in response to this "Request for Proposal" and any resulting contract is subject to the provisions of the Colorado Public (Open) Records Act, 24-72-201 et. seq., C.R.S., as amended. Any restrictions on the use or inspection of material contained within the proposal and any resulting contract shall be clearly stated in the RFP itself. Confidential/proprietary information must be readily identified, marked and separated/packaged from the rest of the proposal. Co-mingling of confidential/proprietary and other information is NOT acceptable. Neither a proposal, in its entirety, nor proposed price information will be considered confidential/proprietary. Any information that will be included in any resulting contract cannot be considered confidential.
- 11. Boulder County promotes the purchase/leasing of energy efficient, materials efficient and reduced toxic level products where availability, quality and budget constraints allow. Bidders are expected whenever possible to provide products that earn the ENERGY STAR and meet the ENERGY STAR specifications for energy efficiency with power management features enabled. Bidders are encouraged to offer products and equipment with post-consumer recycled-content materials.

Products should be packaged and delivered with a minimum amount of recycled packaging that adequately protects the product, but is not excessive.

#### **SPECIFICATIONS**

RFP # 6804-18

**Boulder County Flood Recovery Program** 

**Property Damage Estimator and Lead-Based Paint Contractor** 

#### **INSURANCE REQUIREMENTS**

**General Liability** \$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

\$2,000,000 Products Completed Operations Aggregate

3 years Products/Completed Operations

**Automobile Liability** \$1,000,000 Each Accident

\*Including Hired & Non-Owned Auto

Worker's Compensation and Employer's Liability

Statutory limits

**Professional Liability or Errors and Omissions** 

\$1,000,000 Per Loss \$1,000,000 Aggregate

Coverage maintained or extended discovery period for 2 years

Note that the above insurance amounts are the minimum required for this project. **Proof of current insurance must be provided with your proposal in the form of a sample certificate or your proposal may be deemed non-responsive.** If you require a waiver of insurance requirements (e.g. Workers' Compensation and sole proprietorships) you may request one in your response with an explanation.

Current certificates of insurance, with Boulder County listed as an additional insured by specific language, will be required as part of the contracting process with the awarded proposer.

#### COST PLUS, ADMINISTRATIVE EXPENSES and TIME AND MATERIALS

Responses to this solicitation containing "cost plus" and/or "administrative expenses" and/or "time and material (T&M), unless otherwise exempted" will not be accepted.

#### W-9 REQUIREMENT

Provide a copy of your business's W-9 with your proposal.

#### **SAM.gov Registration**

Please provide a copy of your business' registration in sam.gov with your proposal. Proposals submitted with currently inactive or delinquent SAM.gov registration status will not be accepted.

#### **DUNS Number**

Please provide your business' DUNS number with your proposal.



# Quick Start Guide for Entities Interested in Being Eligible for Grants

### How to register your entity to be eligible for GRANTS in SAM:

#### Before you register, you need to know the following:



#### What is an Entity?

In SAM, your company/business/organization is now referred to as an "Entity."

- REGISTERING IN SAM IS FREE.
- If you were registered in CCR, your company's information is already in SAM. You just need to set up a SAM account. See the "Migrating Roles" Quick Start Guide.



#### **Your Entity's DUNS Number**

You need a DUNS to register your entity in SAM.

- If you do not have a DUNS number, you can request a DUNS number for free by visiting D&B at <a href="http://fedgov.dnb.com/webform">http://fedgov.dnb.com/webform</a>
- It takes 1-2 business days to obtain a DUNS.



#### **Your Entity's Taxpayer Identification Number (TIN)**

You need your entity's Tax ID Number (TIN) and taxpayer name (as it appears on your last tax return). Foreign entities that do not pay employees within the U.S. do not need to provide a TIN.

- A TIN is an Employer Identification Number (EIN) assigned by the Internal Revenue Service (IRS).
- Sole proprietors may use their Social Security Number (SSN)
   assigned by the Social Security Administration (SSA) if they do not
   have a TIN, but please be advised it will not be treated as privacy act
   data in SAM.
- To obtain an EIN visit: <u>www.irs.gov/businesses/small/article/0,,id=102767,00.html</u>
- Activating a new EIN with the IRS takes 2-5 weeks.

#### Steps For Registering Your Entity in SAM

- 1. Go to www.sam.gov
- Create a Personal Account and Login
- Click "Register New Entity" under "Manage Entity" on your "My SAM" page
- 4. Select your type of Entity
- 5. Select "No" to "Do you wish to bid on contracts?"
- 6. Select "Yes" to "Do you want to be eligible for grants and other federal assistance?"
- 7. Complete "Core Data"
  - ✓ Validate your DUNS information
  - Enter Business Information (TIN, etc.)
  - Enter CAGE code if you have one. If not, one will be assigned to you after your registration is completed. Foreign registrants must enter NCAGE code.
  - Enter General Information (business types, organization structure, etc)
  - ✓ Financial Information (Electronic Funds Transfer (EFT )Information)
  - ✓ Executive Compensation
  - ✓ Proceedings Details
- 8. Complete "Points of Contact"
- 9. Your entity registration will become active after 3-5 days when the IRS validates your TIN information.

How do I get more information? Take a look at the SAM User Guide. <



Go to Our Website: www.sam.gov



Contact the SAM Help Desk: www.fsd.gov



# SPECIFICATIONS RFP #6804-18 Boulder County Flood Recovery Program Property Damage Estimator and Lead-Based Paint Contractor

Boulder County is requesting proposals for a Property Damage Estimator and Lead-Based Paint Contractor (hereafter, "Consultant") to complete cost estimation and cost reasonableness analyses, lead-based paint testing as required, and a comprehensive Scope of Work that includes lead-based paint abatement as necessary. The selected Consultant must be capable and competent in completing these tasks, must adhere to applicable laws and regulations, and must present property-specific detailed reports. A file that includes existing project documentation such as photographs, flood damage, and other relevant information will be provided to the selected Consultant for each property. The selected Consultant must be able to generate the required reports based on documentation in the file along with site visits to each property as necessary.

A unique report will be prepared primarily for single-family homes and manufactured housing units, and may include condos, townhomes, and duplexes that were damaged in the 2013 Flood. All reports must be submitted to Boulder County in the formats stated in each specific work-assignment description.

#### **Property Details**

Boulder County anticipates needing Consultant services for up to 125 properties as part of this procurement. The complexity of the work for each property is uniquely dependent upon the amount of damage to each property from the 2013 Flood, with repairs ranging from \$1,000 to \$100,000 in value. Properties are categorized below according to the type of dwelling and dollar amount of repairs to show the extent of damage; the quantities listed for each category are approximate:

- 1. Manufactured Housing Units (MHUs) (28)
  - a. 26 MHU replacements
  - b. 2 MHU repairs
- 2. Single Family Homes, condos, duplexes and townhomes with damage work/estimates ranging from:
  - a. \$1,000-\$11,999 (24)
  - b. \$12,000-\$24,999 (19)
  - c. \$25,000-\$49,999 (16)
  - d. \$50,000-\$74,999 (20)
  - e. \$75,000 and above (11)

Of the above single family homes, approximately 35 will require lead-based paint testing, and, as necessary, development of a corresponding lead abatement scope of work.

#### **Specific Work Assignments**

The Consultant with requisite skills will develop scopes of work, cost estimates, cost analyses, lead-based paint testing, and lead-based paint abatement scopes of work, as necessary, for each property. Boulder County will coordinate with the Consultant and manage work priorities.

#### Documenting Scope of Work

The detailed narrative and cost calculations for the Scope of Work must be comprehensive and comparable in detail to the items listed in the "Site Work" section of the attached Rehab Specifications example. The Scope of Work must include all materials used, and costs-per-unit must be inclusive of all

costs to contractor(s) or homeowner(s), including, but not limited to, taxes, fees, overhead, mileage, etc. Building code requirements and costs that affect the repairs, all costs for asbestos testing and removal and Lead-Based Paint testing and removal if required, and all disposal and permitting costs must also be incorporated. Scopes of Work should delineate the work completed by the homeowner within the first year following the flood and prior to application to the CDBG-DR program, as well as the work funded and completed under the CDBG-DR Program. It will identify for each line item whether the line item is related to a documentable and eligible flood-related repair, a health/safety issue or code violation, a lead-based paint abatement item, energy efficiency, or an accessibility improvement.

Organization of the Scope of Work will show a line item for all repairs made to each interior room and exterior of property. Reports will outline all repairs completed by the homeowner prior to applying to the CDBG-DR flood recovery program (where applicable, distinguishing between repairs made within one year after the flood and those made more than a year after the flood), and repairs completed or to be completed as part of the Boulder County Flood Recovery Program.

Sample list of <u>interior</u> repairs being evaluated are:

- Removing and replacing damaged drywall and flooring
- Testing for the presence of mold and/or lead in the homes and remediation or abatement of lead or mold presence
- Replacing damaged furnace
- Repairing roof and window damages
- Repairing and replacing bathroom and kitchen fixtures

Sample list of <u>exterior</u> repairs being evaluated are:

- Structural repairs to the home
- Repair or replacement of drainage system
- Repair, replacement, or re-direction of plumbing and sewer lines
- Repair, stabilization, or installation of retaining walls
- Repair, re-grading, or re-directing driveways

Consultant will conduct file review and determine requirements for each property such as whether reinspection or lead-based paint testing is needed. Boulder County will work with the Consultant to obtain additional information as needed. Consultant will conduct re-inspection of properties as necessary, if existing property file scope of work, photographs, insurance estimates, and other documentation is not sufficient to complete a Scope of Work and Cost Estimate.

Cost estimates based on scopes of work must reflect labor and material costs at the time the repairs were completed, which range from September of 2013 to the present. Increased costs due to high demand for labor and materials post-disaster should be considered in cost estimates along with appropriate justification. Additional factors such as geographic location with associated costs to transport labor and materials in difficult to access locations should be considered.

Reports must be submitted in PDF or other electronic format suitable for record keeping.

#### Cost Estimates

Cost Estimates will be completed for each property and must parallel the Scope of Work. The estimates must be reflective of the specific market conditions present at the time of repairs, identifying line item costs for all repairs made to each interior room and exterior of property. All Cost Estimates should include the item type, quantity, price-per-unit, and total, as well as labor costs for work completion. All

estimates used in the Cost Estimate report must have proper documentation showing how the estimate was determined.

The Cost Estimate report must be submitted in a consistent format, showing the price-per-unit, quantity, and total for each line item. Consultant should utilize Homewyse, Xactimate, or other professional software for estimating costs.

#### Cost Reasonableness Analysis

A Cost Reasonableness Analysis will compare the cost of documented flood-related and other eligible repairs funded by the CDBG-DR Flood Recovery Program to the Cost Estimate completed for each property. The Cost Reasonableness Analysis conducted on each property will include a determination of the reasonable and necessary scale and scope of work, and the calculation of cost reasonableness on each repair activity funded through the CDBG-DR program, based on the use of mid-grade materials. The Analysis will document any difference in costs between repairs funded by the Program and the Cost Estimate developed by the Consultant. If the difference exceeds 15%, there must be a detailed explanation stating the reason for the higher costs.

This report must be submitted in PDF or other electronic format suitable for record keeping.

#### **Lead-Based Paint Testing and Abatement**

Lead-Based Paint Testing must be conducted on all homes that were built prior to 1978, with testing being completed by a certified Lead-Based Paint Inspector or Risk Assessor with a state license. Testing must be completed on all surfaces that were disturbed during the repairs. Lead-based paint inspections shall be performed in accordance with federally regulated methods and standards.

If lead-based paint is determined to be present, abatement work must be included in the Scope of Work, as well as any additional scope of work necessary to complete the repairs to the lead-impacted areas following completion of abatement, should the abatement damage or require removal of existing materials.

Testing will occur in occupied dwellings where repair work has already been completed. The selected Consultant must provide Lead-Based Paint Testing Reports to Boulder County in an electronic format suitable for record keeping.

#### Technical Assistance

On an as-needed basis, dependent upon reports and testing results, and/or Boulder County needs, the selected Consultant will be available to provide Technical Assistance. Technical Assistance may include advisement regarding permitting lead base paint mitigation processes or procedures, permit coordination, and/or serving as a technical resource to Boulder County staff on other aspects of the Home Rehab program. For Technical Assistance services, bidders shall provide a rate sheet with hourly rates for personnel available to provide technical assistance. Resumes and copies of applicable licenses/certificates are required to be submitted as part of a separate submittal section. Technical Assistance services will not be incorporated into the not-to-exceed contract amount and therefore not found on the bid form. Technical Assistance may or may not be site specific; if it is site specific it should be charged directly to that particular project site. Technical Assistance work will be as directed by Boulder County.

#### On-Site Coordination

Boulder County Flood Recovery staff will work directly with the Consultant to assist with gathering information for each project that is needed to perform the work being requested in this RFP. If the selected Consultant prefers, desk space can be provided in a County office.

Boulder County anticipates a contract being executed on or before January 15, 2018. Work is expected to begin immediately upon issuance of the Notice to Proceed. Boulder County will initially assign 10 cases of varying scope and cost to the selected Consultant to be completed within 30 calendar days. Boulder County Staff, along with partners from the State of Colorado and City of Longmont, will then review the completed property reports prior to assigning additional cases. Additional cases (projects/ properties) will be assigned in batches with mutually agreed upon delivery dates. All work is expected to be completed by May 31, 2018.

#### **Duties & Qualifications**

#### The following statements are illustrative of the duties and responsibilities of the Consultant.

- Conduct Lead-Based Paint testing and complete abatement report by a state licensed Certified Lead-Based Paint Inspector, Risk Assessor, adhering to all federal and state regulations.
- Complete a detailed Scope of Work outlining all flood-related damage to a property as well as other eligible repairs (e.g., repairs related to Housing Quality Standards, health and safety issues, code violations, energy efficiency standards), in two categories: 1) Work that the homeowner completed prior to their application to the County for flood recovery assistance, both within the timeframe of one year following the flood, and separately for any time after the year after the flood (including descriptions of market conditions at the time the work was completed), and 2) Work still needing to be completed (or in the process of being completed or already completed) under the County contract for Home Rehab repair services, which requires work be completed in accordance with local building codes and requirements.
- Complete a detailed Cost Estimate of all repairs as outlined in the Scope of Work including specific units, materials used, and fees for site work including, but not limited to, engineering, lead-based paint and asbestos testing, permits, etc. Estimates must reflect relative market conditions.
- Complete a cost reasonableness analysis showing the difference between estimates and actual costs. This must include a detailed explanation of costs that are 15% higher than the estimates.
- Develop and/or maintain spreadsheets and databases for cost, progress tracking, etc.
- Identify and resolve problems in coordination with Boulder County.
- Advise the County regarding unforeseen estimating problems.
- Answer questions and provide information to our partners, or provide said information to Boulder County project managers and staff.
- Commit to availability Monday-Friday during regular business hours.
- Provide reports electronically in a manner accessible and shareable by representatives
  of Boulder County, and its partners at the State of Colorado Department of Local
  Affairs and the City of Longmont.

#### Knowledge, Skills, and Abilities:

#### Required

- Excellent oral and written communication skills
- Ability to communicate with Boulder County Staff
- Ability to work effectively with other employees, agencies, and the public
- Ability to exercise independent judgment and action
- Valid driver's license
- Ability to read and apply permitting and compliance regulations, and to apply appropriate permitting and testing fees

- One year of professional experience, ideally including some combination of home repair project work scoping and cost estimating
- Experience with cost estimating software such as Homewyse or Xactimate
- General knowledge of industry standards and access to current industry costs and/or cost databases
- Knowledge of Housing Quality Standards, energy efficiency standards, local building codes, and other related building standards
- Expertise with lead-based paint regulations and processes, and either current Lead-Based Paint licensure or the ability to sub-contract with such licensed entity

#### Preferred

• Understanding of the scope and application of laws and regulations pertaining to construction projects funded with federal dollars, particularly U.S. Department of Housing and Urban Development CDBG-DR funds

#### **PAYMENT**

Invoices may be submitted for County approval each month including only properties with completed and approved reports. Each invoice will be reflective of the property reports completed and hours worked per project.

Consultant will be paid for each completed report approved by Boulder County staff; additional payment will not be made for per diem fees, lodging, meals, travel, etc. Consultant shall furnish and pay the cost, including transportation and administrative support in and performance of all other work required for the scope of services as defined herein, in strict accordance with the contract, and any amendments thereto and such supplemental plans and specifications which may hereafter be approved.

Invoices must include associated addresses of properties included in each report completed, unit prices per task for all billed activities (e.g., scope of work, lead-based paint testing, cost estimating, cost reasonable analysis, report completion, etc.). Invoices may only be submitted after all reports are completed per project site. Only one invoice may be submitted per project site. Technical Assistance should be invoiced indicating the hourly rate and number of hours worked. The County retains 30 calendar days to issue payment after invoice approval.

Invoices must also include details regarding any technical assistance provided showing what the assistance was for, parties the Consultant worked with, and the number of hours spent on providing technical assistance.

#### METHOD OF EVALUATION AND CONTRACT AWARD

Consultant will be selected based on their firm/team and individual qualifications, as outlined in their proposal and how they meet the criteria below (score up to ten [10] points per category, relative percentages shown):

- 40%: Qualifications of Consultant Staff and Firm Specific technical qualifications as well as relevant experience, including completing detailed Scopes of Work, Cost Estimating, and Lead-Based Paint Testing and Abatement scoping.
- 30%: Proposal and Supporting Information, Including Relevance and Quality of Sample Report Quality, clear, and complete proposal with demonstrated understanding of project scope and goals and demonstrated expertise in completing reports that are aligned with the Scope of Work, Cost Estimating, and Lead-Based Paint services detailed above.
- 30%: Price/Cost Demonstrated value to the County.

Boulder County, with partners from the State of Colorado Department of Local Affairs and the City of Longmont, will complete the selection process as quickly as possible and will be contacting each firm with the results shortly thereafter.

## SUBMITTAL SECTION RFP #6804-17 Boulder County Flood Recovery Program

Property Damage Estimator and Lead-Based Paint Contractor

Please submit the following information in the order listed below:

- 1. Name of your company / organization
- 2. Type of organization: (Corporation, Partnership, etc.)
- 3. DUNS #
- 4. Sam.gov registration with active status
- 5. Certificate of Good Standing with Colorado Secretary of State
- 6. Sample Insurance Certificate
- 7. Copy of Lead Professional certification and state license
- 8. Names and Address of the Partners and Subcontractors if applicable
- 9. Contact Person(s)
  - a. Address
  - b. Telephone, Fax, e-mail
- 10. Resumes of key personnel
- 11. The name and version, if pertinent, of the estimating software that you have used to prepare reports
  - a. Please provide a sample report generated by this software
- 12. Complete the attached fee schedule
- 13. Three references for similar projects your company has completed within the last three years and contact information

Responses to this solicitation containing "cost plus" and/or "administrative expenses" and/or "time and material (T&M), unless otherwise exempted" will not be accepted.

#### SIGNATURE PAGE RFP #6804-17 Boulder County Flood Recovery Program Property Damage Estimator and Lead-Based Paint Contractor

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

| <b>Contact Information</b>  | Response |
|---|----------|
| Company Name including DBA  |          |
| List Type of Organization (Corporation, Partnership, etc.)          |          |
| Name and Title of Person Authorized to Contract with Boulder County |          |
| Name and Title of Person Submitting<br>Bid                          |          |
| Email Address for Person Submitting<br>Bid                          |          |
| Company Address   |          |
| Company Phone Number  |          |
| Company Website   |          |
| Company Fax Number  |          |

#### By signing below I certify that:

I am authorized to bid on my company's behalf.

I am not currently an employee of Boulder County.

None of my employees or agents is currently an employee of Boulder County.

I am not related to any Boulder County employee or Elected Official.

I am not a Public Employees' Retirement Association (PERA) retiree.

| ~• |  | <br> | <br>~ | <br> |  |
|----|--|------|-------|------|--|

Signature of Person Authorized to Bid on Company's Behalf Date

Note: If you cannot certify the above statements, please explain in a statement of explanation.

#### ADDENDUM TO CONTRACT

#### US HOUSING & URBAN DEVELOPMENT (HUD)

#### COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY

### (CDBG-DR) REQUIREMENTS FOR PROCUREMENT CONTRACTS

This is an addendum to the [CONTRACT NAME], RFP \_\_\_\_\_\_, Agreement between [CONTRACTOR] ("Contractor"), and Boulder County, (the "County").

The parties acknowledge that the above-referenced contract is subject to the provisions of 2 CFR § 200.318 and the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.). This addendum is hereby expressly incorporated into the agreement between Boulder County and the Contractor. To the extent that the terms of the Agreement and this Addendum conflict, the terms of this Addendum shall control. Nothing in this Addendum shall be construed as making this Agreement contingent upon a Presidential disaster declaration or HUD's approval or obligation of funds.

The following provisions are hereby added and incorporated into the abovereferenced Agreement:

- 1. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE (applicable to all construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees; 2 CFR§ Appendix II to Part 200 (C)

  Contractor agrees to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Part 60).
- 2. ANTI-KICKBACK ACT COMPLIANCE (applicable to all contracts and subgrants for construction or repair; 2 CFR§ Part 200.326

  Contractor agrees to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

#### 3. ACCESS TO AND RETENTION OF RECORDS

- **A.** The Contractor agrees to provide the County, HUD, the Comptroller General of the United States or any their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions. 44 CFR§13.36(i)(10).
- **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 maintain all books, records, accounts and reports required under this Agreement for a period of not less than three years after the later of: (a) the date of termination or expiration of this Agreement or (b) the date County makes final payment under this Agreement, except in the event of litigation or settlement of

claims arising from the performance of this Agreement, in which case, Contractor agrees to maintain same until the County, FEMA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. 2 CFR§ 200.333 (retention of records) and 200.336 (access to records).

4. CONTRACT WORK HOURS AND SAFETY STANDARDS (applicable to construction contracts awarded by grantees and subgrantees in excess of \$2,000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers; 2 CFR\$200.326 and Appendix II to part 200 (E)

Contractor agrees that it shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR Part 5), which are incorporated herein.

#### 5. NOTICE OF REPORTING REQUIREMENTS

- **A.** Contractor acknowledges that it has read and understands the reporting requirements of *HUD stated in 2 CFR § 200.210(4)(d) & 200.328* and Part III of Chapter 11 of the United States Department of Justice's Office of Justice Programs Financial Guide, and agrees to comply with any such applicable requirements.
- **B**. The Contractor agrees to include the above clause in each third party subcontract financed in whole or in part with Federal assistance provided by HUD. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions
- **6. PATENT RIGHTS** (applicable to contracts for experimental, research, or development projects financed by HUD; 2 CFR §200.315(c)) and Appendix II to part 200 (F).
  - A. General. If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under this Agreement, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the County and Contractor agree to take actions necessary to provide immediate notice and a detailed report to HUD.
  - **B.** Unless the Government later makes a contrary determination in writing, irrespective of Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the County and Contractor agree to take the necessary actions to provide, through HUD, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR, Part 401.
  - C. Contractor agrees to include paragraphs A and B above in each third party subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by HUD.

#### 7. NOTICE OF REQUIREMENTS PERTAINING TO COPYRIGHTS

- **A.** Contractor agrees that HUD shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes:
- (1) The copyright in any work developed with the assistance of funds provided under this Agreement;
- (2) Any rights of copyright to which Contractor purchases ownership with the assistance of funds provided under this Agreement. 2 CFR § 200.315(b).
  - **B.** The Contractor agrees to include paragraph A above in each third party subcontract financed in whole or in part with Federal assistance provided by HUD. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

#### 8. ENERGY CONSERVATION REQUIREMENTS

- A. 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. 2 CFR § 200.322.
- **B.** The Contractor agrees to include paragraph A above in each third party subcontract financed in whole or in part with Federal assistance provided by HUD. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.
- **9. CLEAN AIR AND WATER REQUIREMENTS** (applicable to all contracts and subcontracts in excess \$100,000, including indefinite quantities where the amount is expected to exceed \$100,000 in any year; 2 CFR§ 200.326 and 2 CFR § Appendix II to Part 200(G))
- A. Contractor agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
- **B.** Contractor agrees to report each violation of these requirements to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to HUD and the appropriate EPA regional office.
- C. The Contractor agrees to include paragraph A and B above in each third party subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by HUD.
- **10. TERMINATION FOR CONVENIENCE OF COUNTY** (applicable to all contracts in excess of \$10,000; 2 CFR 200.213 and 2 CFR § Appendix II to Part 200 (B))
  - **A.** County shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. County shall

- exercise this option by giving Contractor written notice of termination. The notice shall specify the date on which termination shall become effective
- **B.** Upon receipt of the notice, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to effect the termination of this Agreement on the date specified by County and to minimize the liability of Contractor and County to third parties as a result of termination. All such actions shall be subject to the prior approval of the County. Such actions shall include, without limitation:
  - (1) Halting the performance of all services and other work under this Agreement on the date(s) and in the manner specified by County.
  - (2) Not placing any further orders or subcontracts for materials, services, equipment or other items.
    - (3) Terminating all existing orders and subcontracts.
  - (4) At County's direction, assigning to County any or all of Contractor's right, title, and interest under the orders and subcontracts terminated. Upon such assignment, County shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
  - (5) Subject to County's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.
  - (6) Completing performance of any services or work that County designates to be completed prior to the date of termination specified by County.
  - (7) Taking such action as may be necessary, or as the County may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which County has or may acquire an interest.
- C. Within 30 days after the specified termination date, Contractor shall submit to County an invoice, which shall set forth each of the following as a separate line item:
  - and other work County directed Contractor to perform prior to the specified termination date, for which services or work County has not already tendered payment. Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total of 10% of Contractor's direct costs for services or other work. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice. Taking such action as may be necessary, or as the County may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which County has or may acquire an interest.

- (2) A reasonable allowance for profit on the cost of the services and other work described in the immediately preceding subsection (1), provided that Contractor can establish, to the satisfaction of County, that Contractor would have made a profit had all services and other work under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost.
- (3) The reasonable cost to Contractor of handling material or equipment returned to vendor, delivered to the County or otherwise disposed of as directed by the County.
- D. In no event shall County be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by County, except for those costs specifically enumerated and described in the immediately preceding subsection (c). Such non-recoverable costs include, but are not limited to, anticipated profits on this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs related to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under such subsection (c).
- **E.** In arriving at the amount due to Contractor under this Section, County may deduct:
  - (4) All payments previously made by County for work or other services covered by Contractor's final invoice;
  - (5) Any claim which County may have against Contractor in connection with this Agreement;
  - (6) Any invoiced costs or expenses excluded pursuant to the immediately preceding subsection (d); and
  - (7) In instances in which, in the opinion of the County, the cost of any service or other work performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected services or other work, the difference between the invoiced amount and County's estimate of the reasonable cost of performing the invoiced services or other work in compliance with the requirements of this Agreement.
- **F.** County's payment obligation under this Section shall survive termination of this Agreement.

#### 11. TERMINATION FOR DEFAULT

Contractor's failure to perform or observe any term, covenant or condition of this document shall constitute an event of default under this Agreement.

**A.** Each of the following shall also constitute an event of default ("Event of Default") under this Agreement:

- (1) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, and such default continues for a period of ten days after written notice thereof from County to Contractor.
- (2) Contractor (a) is generally not paying its debts as they become due, (b) files, or consents by answer or otherwise to the filing against it of a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (c) makes an assignment for the benefit of its creditors, (d) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Contractor or of any substantial part of Contractor's property or (e) takes action for the purpose of any of the foregoing.
- (3) A court or government authority enters an order (a) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor or with respect to any substantial part of Contractor's property, (b) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (c) ordering the dissolution, winding-up or liquidation of Contractor.
- **B.** On and after any Event of Default, County shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, County shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to County on demand all costs and expenses incurred by County in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. County shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between County and Contractor all damages, losses, costs or expenses incurred by County as a result of such Event of Default and any liquidated damages due from Contractor pursuant to the terms of this Agreement or any other agreement.
- **C.** All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy

#### 12. SOCIOECONOMIC ENGAGEMENT

Contractor will take the following affirmative steps to engage small and minority firms, women's business enterprises, and labor surplus area firms.

- A. Place qualified small and minority business and women's business enterprises on sub-contractor solicitation lists.
- B. Assure that such firms are solicited whenever they are potential sources.
- C. Divide total requirements into smaller tasks or quantities to permit maximum participation by such firms.
- D. Establish delivery schedules which encourage participation by such firms.

#### 13. BYRD ANTI-LOBBYING AMENDMENT

Contractor agrees to comply with the applicable terms of the Byrd Anti-Lobbying Amendment 2 CFR § Appendix II to Part 200 (J).

#### 14. PROCUREMENT OF RECOVERED MATERIALS

Contractor agrees to comply with the applicable terms of 2 CFR§ 200.322, which requires compliance with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

- **15. DAVIS-BACON ACT** Contractor agrees to comply with the applicable terms of the Davis-Bacon Act 2 CFR § 200.320(a) (40 USC 3141-3144, and 3146-3148) as supplemented by the Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").
- 16. DEBARMENT AND SUSPENSION (Executive Orders 12549 and 12689). The Contractor agrees that the Agreement shall be voidable if Contractor is listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with 2 CFR 200.213 and 2 CFR 200.326, and the OMB guidelines at 2 CFR §180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p.189) and 12689 (3 CFR Part 1989 Comp., p.235), "Debarment and Suspension". The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Except as modified herein, all terms and conditions of the existing contract between the parties remain in full force and effect.

#### NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

NOTICE: Must be completed and submitted <u>WITH</u> the bid or proposal

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|      | y of  |   | a denotes and says that:   |
|      | , L   | being first duly swort  | n, deposes and says that:  |
| 1.   | He/She is   | of  | , the Bidder that has submitted the attached Bid;  |
| 2.   | He/She is fully information respecting such B   |   | e preparation and contents of the attached Bid and of all pertinent circumstances  |
| 3.   | Such Bid is genuin  | ne and is not a collusi   | ive or sham Bid;   |
| 4.   | including this affia<br>firm or person to<br>submitted or to re<br>by agreement or c<br>in the attached Bi<br>of any other Bidd | ant, has in any way co<br>submit a collusive of<br>efrain from bidding in<br>collusion or communi<br>id or of any other Bid<br>ler, or to secure thro | officers, partners, owners, agents, representatives, employees or parties in interest colluded, conspired, connived or agreed, directly or indirectly with any other Bidder or sham Bid in connection with the Contract for which the attached Bid has been a connection with such Contract, or has in any manner, directly or indirectly, sough ication or conference with any other Bidder, firm or person to fix the price or prices dder, or to fix any overhead, profit or cost element of the Bid price or the Bid price ough any collusion, conspiracy, connivance or unlawful agreement any advantage ancy) or any person interested in the proposed Contract; and   |
| 5.   | connivance or unl   | •   | tached Bid are fair and proper and are not tainted by any collusion, conspiracy, the part of the Bidder or any of its agents, representatives, owners, employees, on the control of the Bidder or any of its agents, representatives, owners, employees, or the control of the Bidder or any of its agents, representatives, owners, employees, or the control of the Bidder or any of its agents, representatives, owners, employees, or the control of the Bidder or any of its agents, representatives, owners, employees, or the control of the Bidder or any of its agents, representatives, owners, employees, or the control of the Bidder or any of its agents, representatives, owners, employees, or the control of the Bidder or any of its agents, representatives, owners, employees, or the control of the Bidder or any of its agents, representatives, owners, employees, or the control of the Bidder or any of its agents, representatives, owners, employees, or the control of the Bidder or any of its agents, representatives, owners, employees, or the control of the Bidder or any of its agents, representatives, owners, employees, or the control of the Bidder or any of its agents, representatives, owners, employees, or the control of the Bidder or any of its agents, representatives, and the control of the Bidder or any of its agents, representatives, and the control of the Bidder or any of its agents, representatives, and the control of the Bidder or any of its agents, representatives, and the Bidder or any of its agents, representatives, and the Bidder or any of its agents, representatives, and the Bidder or any of its agents, representatives, and the Bidder or any of its agents, representatives, and the Bidder or any of its agents, representatives, and the Bidder or any of its agents, |
|      | cribed and sworn to   | before me<br>day of   |  |
| My c | (Notary Public) ommission expires_  |   |  |

#### What is Section 3?

Your contract is being funded by Federal Community Development Block Grant Program (CDBG-DR) funds that Boulder County receives through the U.S. Department of Housing and Urban Development (HUD). These funds are subject to Section 3 of the Housing and Urban Development Act of 1968, which aims to foster local economic development, neighborhood economic improvement, and individual self-sufficiency. The provision requires that recipients of HUD funds, to the greatest extent feasible, provide job training, employment, and contracting opportunities for low- or moderate-income residents in connection with projects and activities in their neighborhoods. The enabling regulations for Section 3 can be found in 24 CFR Part 135 and 12 U.S.C. 1701u.

Section 3 applies to <u>all</u> CDBG-DR Resiliency-funded contracts and subcontracts regardless of contract amount, and all general CDBG-DR contracts and subcontracts in excess of \$100,000 that are for:

- 1) housing construction and/or rehabilitation (including reduction and abatement of lead-based paint hazards);
- 2) construction-related job training;
- 3) public construction projects; or
- 4) professional and/or clerical services associated with CDBG-DR-funded construction and rehabilitation, such as architectural, engineering, administrative, and payroll services, etc.; or
- 5) ANY contract funded by CDBG-DR Resiliency funds REGARDLESS of contract amount.

#### Your Basic Responsibilities as a Section 3 Contractor

As a recipient of a CDBG-DR-funded contract compliant per the aforementioned triggers, you must:

1. Document the number of new employment opportunities and the number of construction and public works training positions generated by the CDBG-DR-funded project and whether those positions are filled by Section 3 residents.

#### Who are Section 3 residents?

In Boulder County, Section 3 residents are public housing residents or persons who have a household income that falls below HUD's income limits. Low- or moderate-income is defined as 80% of the area median income (AMI) or below. HUD's income limits are updated annually every December. Detailed information regarding income limits can be found on HUD's website at: <a href="https://www.huduser.org/portal/datasets/il.html">www.huduser.org/portal/datasets/il.html</a>

For Boulder County, the income limits (FY2017) that apply for the majority of this reporting period are listed below. If FY2016 or FY2015 data is needed, please contact the CDBG-DR Unit at Boulder County Housing Human Services.

| Household<br>Size | Very Low-Income | Low-Income | Moderate-Income | Non-Low- or<br>Moderate-Income |
|-------------------|-----------------|------------|-----------------|--------------------------------|
| HH of 1:          | \$20,650        | \$34,400   | \$47,600        | \$47,601+                      |
| HH of 2:          | \$23,600        | \$39,300   | \$54,400        | \$54,401+                      |
| HH of 3:          | \$26,550        | \$44,200   | \$61,200        | \$61,201+                      |
| HH of 4:          | \$29,450        | \$49,100   | \$68,000        | \$68,001+                      |
| HH of 5:          | \$31,850        | \$53,050   | \$73,450        | \$73,451+                      |
| HH of 6:          | \$34,200        | \$57,000   | \$78,900        | \$78,901+                      |
| HH of 7:          | \$37,140        | \$60,900   | \$84,350        | \$84,351+                      |
| HH of 8:          | \$41,320        | \$64,850   | \$89,800        | \$89,801+                      |

To document the income of your employees, you should utilize the **"Employee Self-Affirmation Form"** found later in this package. It is not mandatory that employees complete these forms. However, you should explain to your staff the importance of the form and that this information helps the County and your company document compliance with federal regulations.

2. Document the number of all Section 3 and non-Section 3 employees already on staff.

#### What is a Section 3 employee?

A Section 3 employee is either:

- An employee who is currently a Section 3 resident; or
- An employee hired within the past three years, who was a Section 3 resident upon hire, but whose household income/housing status no longer qualifies him/her as a Section 3 resident. Employers may claim credit for these positions for three years after this individual's date of hire.
- 3. If you have a collective bargaining agreement with any labor organization or other group of workers, send them a notice advising them of your Section 3 requirements. The notice shall set forth the minimum number and job titles subject to hire, availability of apprenticeship and training positions, and the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin. You must also 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.
- 4. Provide adequate notification to Section 3 residents about possible employment and training opportunities that result from the CDBG-DR-funded project. Methods of notifying residents include utilizing local media outlets, prominently displaying signs at the project sites, and/or notifying local community organizations.
- 5. Submit annual reports that summarize the number of Section 3 new hires, employees, and trainees for each year that your contract is open. A completed "Summary Report Form for Contractors and Subcontractors" (attached) should be returned to the County agency administering your contract in a timely manner and must be submitted annually and at project end, covering each year your contract is open.
- 6. Maintain the Section 3 employment documentation in your files for a minimum of five years.

#### **Further Responsibilities**

Any subcontract in excess of \$100,000, <u>or</u> any subcontract funded by CDBG-DR Resiliency funds, regardless of the contract amount, that you award as part of this project is also subject to the Section 3 requirements. Accordingly, you must also:

- 1. Report to the agency administering your contract the number, dollar value, and types of subcontracts awarded.
- 2. Report whether each subcontractor is a Section 3 Business Concern.

#### What is a Section 3 Business Concern?

A Section 3 Business Concern is a business that:

- ➤ Is 51% or more owned by Section 3 residents;
- Employs Section 3 residents for at least 30 percent of its full-time, permanent staff; or
- Provides evidence of a commitment to subcontract to Section 3 business concerns, 25% or more of the dollar amount of the awarded contract.

- **3.** To the greatest extent feasible, pursue contracting opportunities with Section 3 business concerns, in the following order of priority:
  - business concerns that are 51% or more owned by residents of the housing development at which the work is performed, or whose full-time, permanent workforce includes 30% of these persons as employees; or
  - II. business concerns that are 51% or more owned by residents of Boulder County's public housing development(s) other than the housing development where the work is to be performed; or whose full-time permanent workforce includes 30% of these persons as employees.

Your compliance with these requirements is essential to the County meeting its federally mandated Section 3 goals, which are, on a calendar year basis:

- 30% of all new hires on applicable projects will be Section 3 residents; and
- 10% of the total dollar amount of all contracts' building trades work will be with Section 3 Business Concerns; and
- 3% of the total dollar amount of all other applicable contracts per calendar year will be with Section 3 Business Concerns.

Your Section 3 information will be aggregated and reported to HUD on a countywide basis. HUD reviews the County's annual reports, investigates complaints, and reserves the right to monitor the performance of the County's contractors. In the event of a monitoring, HUD will examine employment and contract records for evidence of actions taken to train and employ Section 3 residents and to award contracts to Section 3 businesses.

Specifically, HUD will review:

- Whether all contracts awarded by the HUD grantee contain the required Section 3 clause in all applicable contracts (exact language can be found in the "Section 3 Definitions" section);
- The number of Section 3 training opportunities coordinated by the HUD grantee;
- Whether 30% of all new hires by contractors were "Section 3 residents"; and
- Whether at least 10% of the total dollar amount of all contracts' building trades work and three percent (3%) of the total dollar amount of all other applicable contracts were awarded consistent with the requirements of being a "Section 3 Business."

**New Requirement:** If an agency does not meet the three minimum numerical goals for the reporting period, an explanation regarding best efforts is <u>required</u>.

#### **Section 3 Complaint Policy**

If you have a complaint about the County's Section 3 process, you can direct it to the agency overseeing your contract. However, complaints may also be directed to HUD's Colorado Office:

U.S. Dept. of Housing and Urban Development 1670 Broadway St • Denver, CO 80202-4801 (800)-225-5342 • TTY (800) 877-8339

A written complaint should contain the name and address of the person filing the complaint; name and address of subject of complaint (HUD recipient, contractor or subcontractor); a description of acts or omissions in alleged violation of Section 3; and a description of the corrective action sought. Complaints must be filed no later than 180 days from the date of the action or omission upon which the complaint is based.

The County will provide a timely response to every citizen complaint. The response will be provided within 15 working days of the receipt of the complaint, if practicable.

#### **Appendix - Section 3 Definitions**

**Business Concern**: a business entity formed in accordance with State law, and which is licensed under State, County or municipal law to engage in the type of business activity for which it was formed.

**Contractor**: any entity which contracts to perform work generated by the expenditure of Section 3 covered assistance, or for work in connection with a Section 3 covered project.

Employment Opportunities Generated by Section 3 Covered Assistance: employment opportunities generated by the expenditure of Section 3 covered assistance (i.e., operating assistance, development assistance and modernization assistance, (as described in Section 135.3 (a) (1)). With respect to Section 3 covered housing and community development assistance, this term means all employment opportunities arising in connection with Section 3 covered projects (as described in Section 135.3(a)(2)), including management and administrative jobs. Management and administrative jobs include architectural, engineering or related professional services required to prepare plans, drawings, specifications, or work write-ups; and jobs directly related to administrative support of these activities, e.g., construction manager, relocation specialist, payroll clerk, etc.

**Low- or moderate-income person**: a member of a household whose total annual income does not exceed 80% of the median income for the area. Single persons are considered a household of one.

**New Hires**: full-time employees for permanent, temporary or seasonal employment opportunities.

Section 3: Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

#### Section 3 Business Concern: a business concern

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

<u>Section 3 Clause</u>: This clause is contained in the Federal Riders that are required for all CDBG-DR funded contracts.

- 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 or 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.

<u>Section 3 Covered Assistance</u>: the use of \$200,000 or more of Community Development Block Grant-Disaster Recovery funds for construction, public works, and job training (related to construction and/or public works).

<u>Section 3 Covered Contracts</u>: a contract or subcontract in excess of \$100,000 (including a professional consulting contract) awarded by a recipient or contractor for work generated by the expenditure of Section 3 covered assistance, or for work arising in connection with a Section 3 covered project. Also <u>any</u> CDBG-DR Resiliency funded project, regardless of contract amount.

<u>Section 3 Covered Projects</u>: a project that is receiving Community Development Block Grant-Disaster Recovery funds in excess of \$100,000, or any amount of CDBG-DR Resiliency funds, regardless of contract amount.

#### Section 3 Employee: A Section 3 employee is either:

- An employee who is currently a Section 3 resident; or
- An employee who was hired within the past three years, was a Section 3 resident upon hire, but whose household income/housing status no longer qualifies him/her as a Section 3 resident. Employers may claim credit for these positions for three years after this individual's date of hire.

<u>Section 3 Resident</u>: a public housing resident or a resident who is considered to be a low- or moderate-income person.

<u>Subcontractor</u>: any entity (other than a person who is an employee of the contractor) which has a contract with a contractor to undertake a portion of the contractor's obligation for the performance of work generated by the expenditure of Section 3 covered assistance, or arising in connection with a Section 3 covered project.

#### **INCLUDE IN ALL BIDS**

#### MBE/WBE Clause

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.

- (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:

The links below can aid in soliciting qualified small and minority business and women's business enterprises in the state of Colorado.

<u>Diverse Business Directory</u> (Control + Click to follow the link)

Colorado Unified Certification Program (UCP) Directory (Control + Click to follow the link)

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

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#### **Employee Self-Affirmation Form for Contractors and Subcontractors Subject to Section 3**

This position is funded by Community Development Block Grant- Disaster Recovery (CDBG-DR), which Boulder County receives through the Federal Department of Housing and Urban Development (HUD). To comply with

Section 3 of the Housing and Urban Development Act of 1968, HUD requires CDBG-DR funded projects to collect residency and income information for persons involved with CDBG-DR funded contracts of \$100,000 or more, or CDBG-DR Resiliency-funded contracts of any amount. Your response is voluntary, confidential, and has no effect on your employment. However, the information on the form will help the County maintain the federal funds that support your position. Do you wish to provide information to the County? ☐ YES □ NO If NO, skip directly to the signature block at the end of the form. If YES, are you a resident of Boulder Colorado public housing? ☐ YES  $\square$  NO 2. If NO, skip directly to the signature block at the end of the form. 3. Please review the chart below. Find the number of persons in your household and then check the box that contains the income range you believe your household earns on an annual basis. Income is defined as the total annual income of all family and non-family members 18+ years old living within the household. All sources of income must be counted from all persons in the household. Please check your Income Range based on your household size (for example if there are 5 people in your household, go to HH of 5; if there are 8 or more in your household go to HH of 8): HH of 1: **\$0 - \$47,600** \$47,601+ HH of 2: \$0 - \$54,400 \$54,401+ HH of 3: \$0 - \$61,200 \$61,201+ HH of 4: \$0 - \$68,000 **\$68,001** \$0 - \$73,450 HH of 5: \$73,451+ HH of 6: **\$0 - \$78,900** \$78,901+ \$0 - \$84,350 \$84,351+ HH of 7: \$0 - \$89,800 **\$89,801+** HH of 8: Please check the box that most accurately describes your job classification. 4. ☐ Professional ☐ Technician Office and Clerical Official / Manager ☐ Sales Craft Worker (skilled) Operative (semiskilled) Laborer (unskilled) ☐ Service Worker Other: I affirm that the above statements are true, complete, and correct to the best of my knowledge and belief. Signature Date \_\_\_\_\_ Date Hired Print Name \*THIS FORM WILL BE CONSIDERED "INCOMPLETE" WITHOUT A SIGNATURE AND DATE.

EMPLOYERS MUST RETAIN THIS FORM IN THEIR SECTION 3 COMPLIANCE FILE FOR FIVE YEARS.

Boulder County Section 3 Compliance Packet | 8



### Community Development Block Grant-Disaster Recovery (CDBG-DR) Section 3 Summary Report Form for Contractors and Subcontractors

Your contract is funded either in whole or in part by Community Development Block Grant-Disaster Recovery (CDBG-DR), which is provided to Boulder County through the U.S. Department of Housing and Urban Development (HUD). HUD requires the County to collect work staff information on every contractor, subcontractor, etc. that receives a CDBG-DR funded contract in excess of \$100,000, or a CDBG-DR Resiliency-funded contract of any amount, to ensure the County's compliance with Section 3 of the U.S. Housing & Urban Development Act of 1968. Section 3 requires recipients of HUD financial assistance to provide training, employment and contracting opportunities to Section 3 residents and businesses to the greatest extent feasible, consistent with existing federal, state, and local laws and regulations.

These forms must be completed by all firms working on a Section 3-covered project whose contract amount exceeds \$100,000, or any contract amount funded by CDBG-DR Resiliency funds, even if the firm is not a "Section 3 Business."

You must complete these forms for each year that your CDBG-DR contract is open. The forms must be submitted to your funding agency in a timely manner and cover the reporting period during which the project was started: FY2013 (Oct 1, 2012-Sept 30, 2013), FY2014 (Oct 1, 2013-Sept 30, 2014), FY2015 (Oct 1, 2014-Sept 30, 2015), FY2016 (Oct 1, 2015-Sept 30, 2016), FY2017 (Oct 1, 2016-Sept 30, 2017). 2018 numbers will be added once they are released. If you let a subcontract in excess of \$100,000 or received any CDBG-DR Resiliency funds as part of this project (no dollar threshold), please provide the subcontractor with a separate copy of this form and have them complete Parts II-V.

| PART I: CONTRACTOR INFORMATION  |
|---|
| Complete this section if you are the prime contractor on a CDBG-DR-funded project |

| County Agency Overseeing Contract:   |         |           |  |  |  |  |  |  |
|--|---------|-----------|--|--|--|--|--|--|
| Project Name:  |         |           |  |  |  |  |  |  |
| Project Site:  |         |           |  |  |  |  |  |  |
| Name of Firm:  |         |           |  |  |  |  |  |  |
| Street Address:  |         |           |  |  |  |  |  |  |
| City:  |         |           |  |  |  |  |  |  |
| Report Period:   |         |           |  |  |  |  |  |  |
| Contract Amount:   |         |           |  |  |  |  |  |  |
| Date Submitted:  |         |           |  |  |  |  |  |  |
| PART II: SUBCONTRACTOR INFORMATION Complete this section if you are a subcontractor on a CDBG-DR-funded project. |         |           |  |  |  |  |  |  |
| Name of Firm:  |         |           |  |  |  |  |  |  |
| Street Address:  |         |           |  |  |  |  |  |  |
| City:  | _State: | Zip Code: |  |  |  |  |  |  |
| Firm Overseeing Subcontract:   |         |           |  |  |  |  |  |  |
| Subcontract Amount:  |         |           |  |  |  |  |  |  |

Date Submitted:

### Community Development Block Grant-Disaster Recovery (CDBG-DR) Section 3 Summary Report Form for Contractors and Subcontractors

#### Part III: Employment and Training Opportunities

|  |   |  | YES  |   | NO  |   |
|--|---|--|--|---|---|---|
|  | Please complete the                                       | chart below.   |  |   |   |   |
|  | Job Category  | TOTAL<br>Number of<br>New Hires <sup>1</sup>   | Number of I<br>That Are S<br>Reside  | Section 3   | TOTAL Number of Employees and Trainees <sup>3</sup>   | Number of Section<br>3 Employees and<br>Trainees <sup>4</sup>               |
| Prof   | essionals   |  |  |   |   |   |
| Гесh   | nicians   |  |  |   |   |   |
| Offic  | e and Clerical  |  |  |   |   |   |
| Offic  | ials and Managers   |  |  |   |   |   |
| Sale   | S   |  |  |   |   |   |
| Craf   | Workers (skilled)   |  |  |   |   |   |
| Эре  | ratives (semiskilled)                                     |  |  |   |   |   |
| abo  | orers (unskilled)   |  |  |   |   |   |
| Serv   | ice Workers   |  |  |   |   |   |
| Othe   | er (List below)   |  |  |   |   |   |
|  |   |  |  |   |   |   |
|  |   |  |  |   |   |   |
|  | Total   |  |  |   |   |   |
| hired<br>Ente<br><b>Sect</b><br>Sect<br>Ente | I in connection with the Sec<br>r the number of Section 3 | ction 3-covered p new hires for ea a person from a was hired during to DBG-DR-funded e | roject and was heach category of low- and mode the period coveron the period coveron to the period to the period cover the period to the perio | ired during the<br>workers identerate-income hed by this reportations on starting the starting of the starting t | e period covered by this<br>tified in Column A in conousehold who was his<br>port.<br>off that work in connecti | connection with this award. red in connection with the ion with this award. |
|  | Did your firm hire any                                    | / subcontractors   | in connection  | with this awa   | ard?  |   |
|  |   |  | YES  |   | NO  |   |
|  |   |  |  |   |   |   |
|  | If yes, was the value funds?                              | of any of these  | subcontracts ir  | n excess of \$  | 3100,000 <u>OR</u> paid fo  | r using CDBG-DR Resilier  |

### **Community Development Block Grant-Disaster Recovery (CDBG-DR) Section 3 Summary Report Form for Contractors and Subcontractors**

#### Part IV. Contracts Awarded

| 1.      | Construction Contracts:  |                   |           |              |                          |              |  |  |
|---------|--|-------------------|-----------|--------------|--------------------------|--------------|--|--|
| 1.      | A. Total dollar amount of all sub-cont   | tracts awarded    | under yo  | our project  | contract:                | \$           |  |  |
|         | B. Total dollar amount of sub-contract   | cts awarded to    | Section 3 | 3 businesse  | <b>2S</b> :              | \$           |  |  |
|         | C. Percentage of the total dollar amo  | ount that was co  | ontracted | d to Section | a 3 businesses:          | %            |  |  |
|         | D. Total number of Section 3 business  | ses receiving su  | b-contra  | acts:        |                          |              |  |  |
| 2.      | Non-Construction Contracts:  A. Total dollar amount of all non-construction sub-contracts awarded under your project:  |                   |           |              |                          |              |  |  |
|         | B. Total dollar amount of non-constrution businesses:  | uction sub-cont   | racts aw  | arded to S   | ection 3                 | \$           |  |  |
|         | C. Percentage of the total dollar amo  | ount that was co  | ontracted | d to Section | 3 businesses:            | %            |  |  |
|         | D. Total number of Section 3 busines   | sses receiving no | on-const  | ruction sub  | -contracts:              |              |  |  |
| Part V: | Summary of Efforts   |                   |           |              |                          |              |  |  |
| 1.      | Did your firm recruit low- or moderate-<br>displayed at the project sites; contact<br>operating within Boulder County? |                   |           |              |                          |              |  |  |
|         |  | YES               |           | NO           |                          |              |  |  |
| 2       | Did your firm participate in a HUD progr<br>Section 3 residents?   | ram or other pro  | gram tha  | at promotes  | the training or empl     | oyment of    |  |  |
|         |  | YES               |           | NO           |                          |              |  |  |
| 3.      | Did your firm participate in a HUD probusiness concerns which meet the defin   |                   |           |              |                          | contracts to |  |  |
|         |  | YES               |           | NO           |                          |              |  |  |
| 4.      | If you answered "Yes" to any of the prev   | vious questions   | , please  | describe yo  | our efforts in the space | ce below.    |  |  |
|         |  |                   |           |              |                          |              |  |  |
|         |  |                   |           |              |                          |              |  |  |
|         |  |                   |           |              |                          |              |  |  |
|         |  |                   |           |              |                          |              |  |  |
|         |  |                   |           |              |                          |              |  |  |
|         |  |                   |           |              |                          |              |  |  |
|         |  |                   |           |              |                          |              |  |  |

# **Community Development Block Grant-Disaster Recovery (CDBG-DR) Section 3 Summary Report Form for Contractors and Subcontractors**

| 5.      | If your firm was unable to meet any of the goals (shown above outlined on provide an explanation of whether the goal(s). |                               |
|---------|--|-------------------------------|
|         |  |                               |
|         |  |                               |
|         |  |                               |
|         |  |                               |
|         |  |                               |
| Part '  | VI: Signature  |                               |
|         | m that the statements contained in this report are true, complete, a ledge and belief.                                   | and correct to the best of my |
| Signati | ure of Authorized Representative of Contractor / Subcontractor   |                               |
| Print N | ame  |                               |
| Title   |  |                               |
| Date    |  |                               |

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# SECTION 3 BUSINESS CERTIFICATION PACKET

Your contract is funded either in whole or in part by the Community Development Block Grant- Disaster Recovery grant (CDBG-DR), which is provided through the United States Department of Housing and Urban Development (HUD). HUD requires the County to collect work staff information on every developer, contractor, subcontractor, etc. that receives a CDBG-DR funded contract in excess of \$100,000, or CDBG-DR Resiliency-funded contract of any amount, to ensure the County's compliance with Section 3 of the U.S. Housing & Urban Development Act of 1968. Section 3 requires recipients of HUD financial assistance to provide training, employment and contracting opportunities to Section 3 residents and businesses to the greatest extent feasible, consistent with existing federal, state, and local laws and regulations.

You can utilize this form to pre-certify that you are a Section 3 business concern during the RFP process or after being awarded a CDBG-DR funded contract.

| Со  | mpany:   |
|-----|--|
| Str | eet Address:   |
| Cit | y:State:Zip Code:  |
| Со  | unty Agency Overseeing Contract:   |
|     |  |
| Ple | ease answer the following questions:   |
| 1.  | Is your company currently registered as a certified Section 3 business with HUD?   |
|     | ☐ YES ☐ NO   |
| 2.  | Is your business owned (51% or more) by Section 3 residents (see definition on first page of this Package)?  |
|     | ☐ YES ☐ NO   |
| 3.  | Are 30% (or more) of your permanent, full time employees Section 3 residents?  |
|     | ☐ YES ☐ NO   |
| 4.  | Can your business provide evidence of a firm commitment to subcontract more than 25% of the total dollar amount of this contract to any business that meets the criteria noted in questions 1-3 above? |
|     | ☐ YES ☐ NO   |

# SECTION 3 BUSINESS CERTIFICATION PACKET

If you plan to subcontract for any of the work on this project, please complete the chart below with each subcontracting firm and return the form to the funding County agency.

| Subcontractor Name | Address | Type of Contract<br>(i.e. specified building<br>trade, professional<br>services, etc.) | Amount of<br>Subcontract | Is this<br>business a<br>Section 3<br>business? |
|--------------------|---------|--|--------------------------|---|
|                    |         |  | \$                       |   |
|                    |         |  | \$                       |   |
|                    |         |  | \$                       |   |
|                    |         |  | \$                       |   |
|                    |         |  | \$                       |   |
|                    |         |  | \$                       |   |
|                    |         |  | \$                       |   |
|                    |         |  | \$                       |   |
|                    |         |  | \$                       |   |

<sup>\*</sup>If YES, a Section 3 Business Questionnaire should be completed by the subcontractor and must be attached.

| I certify that belief. | the | above | statements | are | true, | complete, | and | correct | to | the | best | of my | knowledge | and |
|------------------------|-----|-------|------------|-----|-------|-----------|-----|---------|----|-----|------|-------|-----------|-----|
| Signature:             |     |       |            |     |       |           |     |         |    |     |      |       |           |     |
| Print Name: _          |     |       |            |     |       |           |     |         |    |     |      |       |           |     |
| Title:                 |     |       |            |     |       |           |     |         |    |     |      |       |           |     |
| Date:                  |     |       |            |     |       |           |     |         |    |     |      |       |           |     |

**COPY THIS FORM AS NEEDED** 

#### **CONTRACTOR'S SECTION 3 PLAN**

(Required if contract exceeds \$100,000 or paid by CDBG-DR Resiliency funds of any amount.)

NOTICE: Must be completed and submitted **by all contractors and subcontractors** 

|     | agrees to implement the following specific affirmative action  |
|-----|--|
| ste | ps directed at increasing the utilization of lower income residents and businesses within the county.  |
| 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 the use of 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 made on a negotiated rather than a bid basis, in areas other than Section 3 covered project areas, are also made on a negotiated basis whenever feasible, if solicited 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 subcontracting opportunities.  |
| Н.  | To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.   |
| l.  | 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 complete all necessary forms for the appropriate contract period(s).  |
|     | officers and representatives of, we the undersigned ve read and fully agree to this Section 3 Plan, and become a party to the full implementation of this program.   |
|     |  |
| Si  | ignature   |
| Ti  | itle Date  |
| Si  | ignature   |
| Ti  | itle Date  |

# CERTIFICATION OF CONTRACTOR/SUBCONTRACTOR REGARDING SECTION 3 AND SEGREGATED FACILITIES

NOTICE: Must be completed and submitted <u>by the selected contractor</u>

| Name of Cont  | ractor or Sub-Contractor           | Project Name and IFB Number  |
|---------------|------------------------------------|--|
| The undersign | ed hereby certifies that:          |  |
| (a)           | Section 3 provisions are included  | in the Contract.   |
| (b)           | The above state company is a sign  | natory to the Contractor's Section 3 Plan.                         |
| (b)           | No segregated facilities will be m | aintained as required by Title VI of the Civil Rights Act of 1964. |
|               |                                    |  |
|               |                                    |  |
|               |                                    |  |
| Name and Titl | e of Signer (Type of Print)        |  |
|               |                                    |  |
| Signature     |                                    | Date   |



April 17, 2015

#### **MEMORANDUM**

To: POTENTIAL CDBG-DR GRANTEES

From: Tim Katers, CDBG-DR Planning Program Manager

Subject: LANGUAGE TO BE USED IN EMPLOYMENT OPPORTUNITY NOTICES

The language below should be included in any notices for the hiring and employment of staff that will be funded under the Community Development Block Grant – Disaster Recovery (CDBG-DR) program. The CDBG-DR funds are Federal funds and employment notices must contain language as determined by the Department of Housing and Urban Development (HUD).

#### Language for hiring notices:

\_\_\_\_\_\_ is an Equal Opportunity Employer and no otherwise qualified individual shall be subject 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 for this position. Further, the work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 70u (Section 3) which states that employment and other economic opportunities generated by HUD assistance 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.

Thank you for including this language in your recruitment efforts.

# Residential Remodel

# General Notes:

### 1. Do not scale these drawings.

- Verify all dimensions and conditions prior to commencing work or ordering materials.
- Any variation should be brought to the attention of the Owner and Architect.

### 2. Drawing Dimensions

 All dimensions are to the face of the foundation and framing studs at new walls, or centerline of rough opening unless noted otherwise.

### 3. Existing Conditions

- It is the responsibility of the Contractor(s) to examine the existing conditions prior to submitting a bid to the Builder as proposals must take into account all such conditions which may affect the work.
- Discrepancies in the drawings and actual field conditions shall be reported to the Architect. Corrected drawings or instructions shall be issued by the Builder prior to the commencement of the work.

### 4. Code Compliance

- This project shall comply with current adopted codes including:
- 2012 International Residential Code
- •• 2012 International Building Code
- •• 2012 International Fuel Gas Code
- 2012 International Plumbing Code
- 2012 International Mechanical Code
- 2012 International Energy Conservation Code
- •• 2011 National Electrical Code
- 2012 International Green Construction Code
- 2012 International Code Council Performance Code
  Local Amendments to any of the above
- It is the responsibility of anyone supplying labor, materials, or both to bring to the attention of the Architect and Builder any discrepancies or conflicts between requirements of these codes or standards and the drawings.

# 5. Utility Connections

 Contractor shall coordinate and field verify utility connections, their routing, meter locations, hose bibs and other associated items.

# 6. Manuals and Warranties

 All manuals and warranties of all materials and equipment are to be furnished to the Builder upon completion of the project.

# 7. Completeness of Documentation

• The details shown are intended to further illustrate the visual design concept and minimum weather protection requirements for this project. The Contractor(s) shall incorporate the requirements of the local building codes, structural considerations, trade association manuals, publications and recommendations and the manufacturer's written instructions for complete construction of details. All possible field conditions that may be encountered are not necessarily described. Field conditions encountered that require clarification shall be brought to the Builder's and Architect's attention.

# 8. Foundations

- New Foundations per Structural Engineer's Plans and Details
- Dampproof exterior of foundation walls below finished grade level
- Insulate exterior of foundation wall with 2" rigid foam insulation (min. R-10) to a depth of 2' below top of slab.
- All wood in direct contact with concrete to be pressure treated, including structural sills and ledgers, or provide waterproof and vapor-proof membrane between framing and concrete.

### 9. Concrete and Reinforcement

- New concrete and reinforcement per Structural Engineer's Plans and Details.
- All wood in direct contact with concrete shall be pressure treated, or provide waterproof and vapor-proof membrane between framing and concrete.

### 10. Typical Floor Assembly

- Provide 6 mil polyethylene vapor barrier below slab.
- Floor to be concrete slab per Structural Engineer.
- Finished floor to be tile, style per owner.

### 11. Typical Wall Types

- Exterior walls to be 2x6 framed walls with studs @ 16" o.c. unless noted otherwise. Fill wall cavity with batt insulation (min R-19). Provide finished 1/2" mold & moisture resistant Gyp. Bd. on all interior finished faces.
- Provide 1" rigid foam insulation (min. R-5) on exterior of wall sheathing.
- Interior runs of plumbing to be housed in a plumbing soffit build on interior of 2x6 exterior wall. Soffit to consist of un-insulated, vented, 4'-3" tall, 2x4 stud wall. Soffit wall to be 7'-9" tall behind shower to accommodate plumbing.
- Siding and all exterior trim to be fiber cement.

# 12. Typical Roof

- Roof framing to be 2x rafters.
- Sister new rafters to existing roof framing and butt new roof sheathing to existing. Field verify roof pitch of existing structure and match for roof of addition. Overlap new roofing and roofing membrane with existing.
- Minimum R-49 closed cell spray foam insulation between rafters
- New roofing to be corrugated metal roofing. Install per manufacturer's requirements.
- Provide drip edge flashing at all roof edges.
- Provide painted 4" gutters @ all eaves. Terminate downspouts in splashblocks sloped to drain min. 5' from foundation walls.

# 13. Windows

- All glazing to be double-paned with internal Low-E coating. Provide U-0.32 or better and SHGC 0.30 or better.
- Provide vinyl framed clear glass windows, or sim. per owner.

# 14. Heating, Ventilation, and Air Conditioning

- New heating system to be ventless, wall-mounted, non-electric propane wall heater with push-button ignitor for continued functionality during power outages.
- Provide digital setback type thermostat if not integrated into propane wall heater.
- No air conditioning to be provided.

# 15. Electrical

 See A1.1 and AE.1 for electrical outlet, switch, and fixture locations.

# 16. Plumbing

- See A1.1 for fixture locations.
- Plumbing to run within uninsulated, vented, 2x4 soffit walls to protect from damage and from freezing.
- Water source to be 1000 gallon cistern. Design by others.
- Water heater to be EcoSmart ECO 24 4.6 GPM tankless electric water heater. Install per manufacturer's recommendations.
- Provide low flow fixtures at all locations except kitchen sink.

# 17. GENERAL

- These plans and details have been designed for construction at one specific location. These plans and details shall not be used at any other building location.
- Submit all shop drawings for Architect's and Builder's approval.

# Abbreviations

MIN. Minimum
F Fahrenheit
O.C. On center
T.O. Top of
B.O. Bottom of
SIM. Similar
@ At
w/ With

# Drawing Index

C0.0 Cover Sheet & General Notes

**A1.0** Floor & Roof Plans, Elevations, Details, & Sections

**AE.1** Site Plan & Electrical Layout Plan

**\$1.1** Structural Details

# Legal Description

# Design Criteria

Ground snow load

Wind speed
Seismic design category
Weathering
Frost line depth

50 lbs/square foot
130 mph/3 second gust
8
Severe
30"

Termite Slight to moderate
Winter design temperature 1 degree F
Summer design temperature 90 degrees F

Ice shield underlayment required Yes
Air freezing index 1000
Annual mean temperature 50 degrees F

Anticipated snow depth 24"

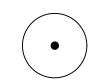
# Building Data

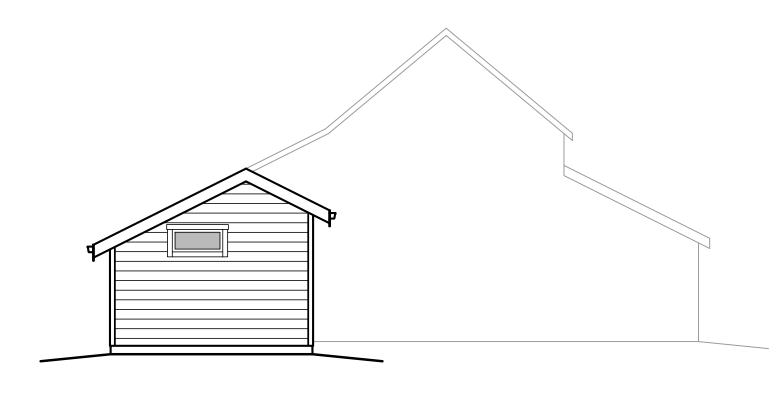
Proposed Building Area:

Main Floor: 107 square feet Finished: 107 square feet

Occupancy: R
Construction Type: V-B
Fire Sprinkler System: No

# Vicinity Map





DRAWING TITLE:

COVER SHEET &
GENERAL NOTES

DATE:

APRIL 15, 2016

DATE:

APRIL 15, 2016

DRAWN: CHECKED:
SDM JVS

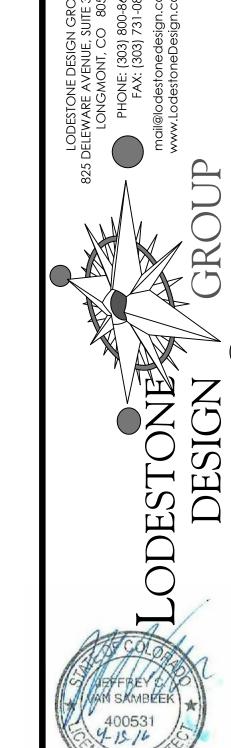
ISSUE RECORD DATE

REVISION DATE
ELECTRICAL 4/15/10

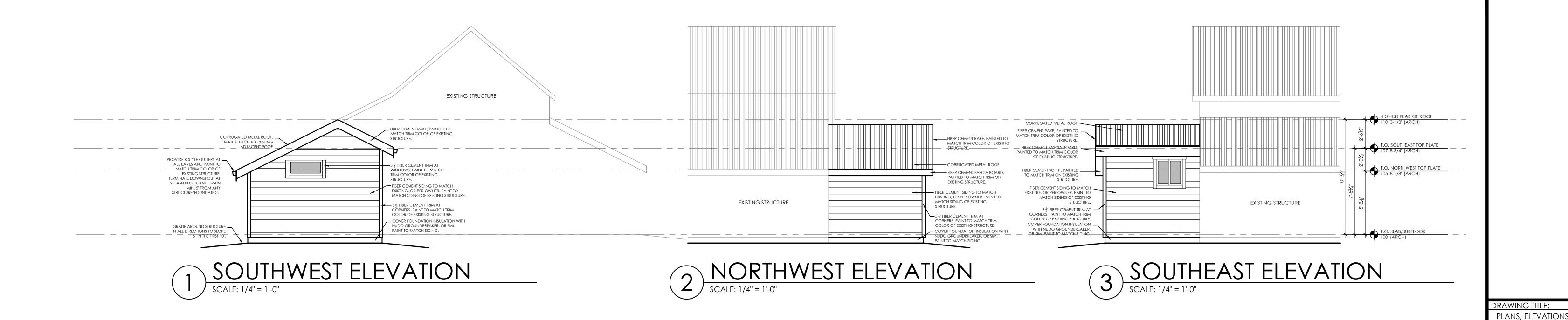
The Information shown on this document represents copyrighted intellectual property.

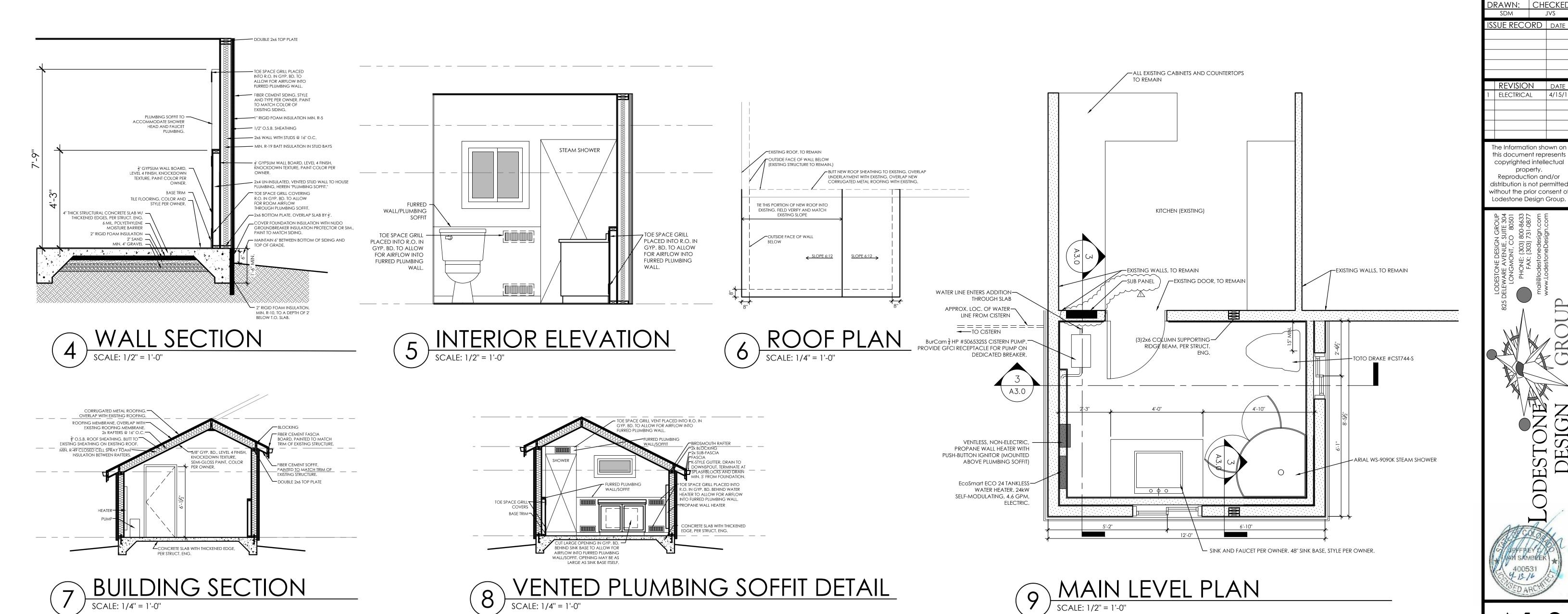
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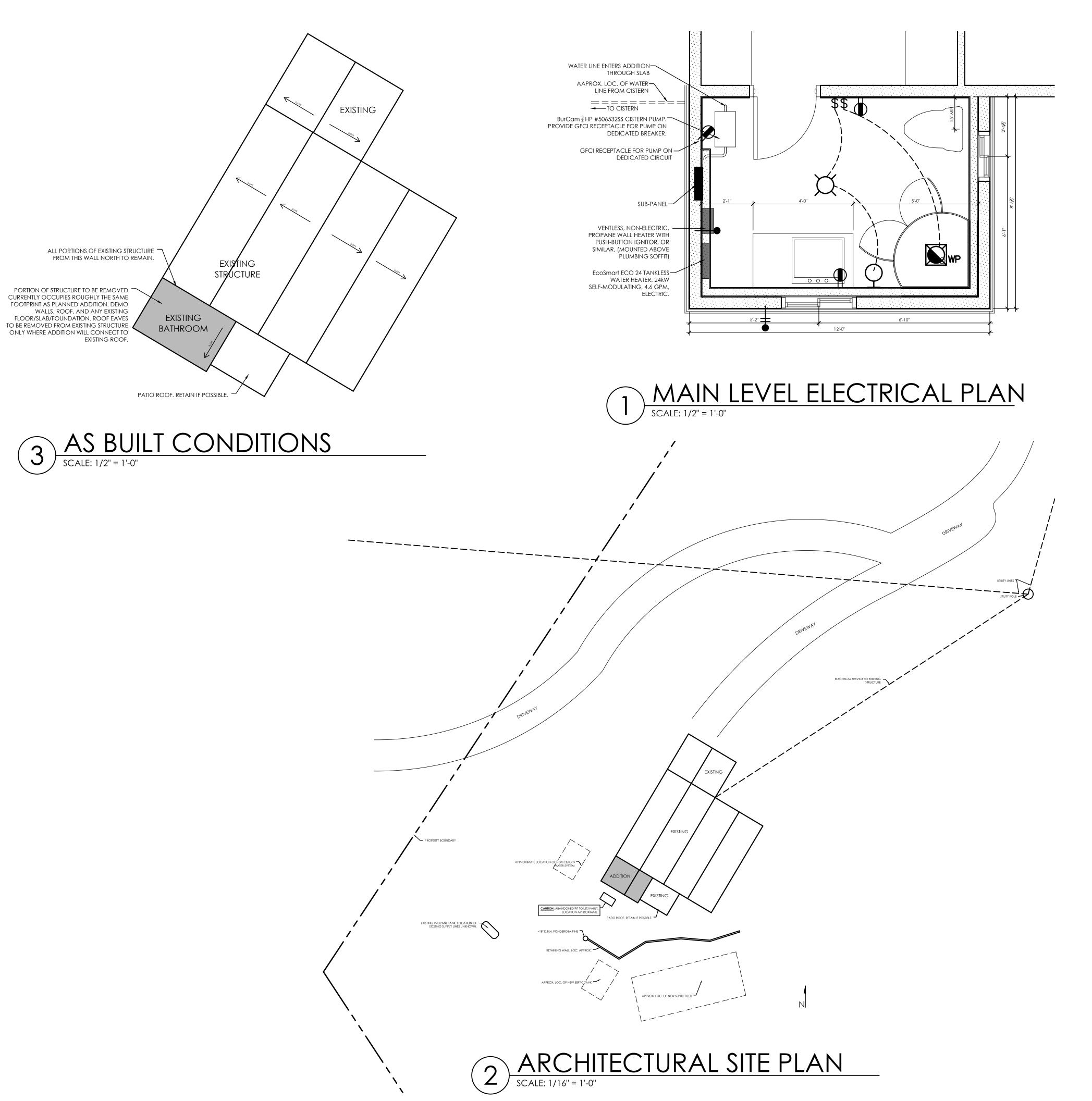
DETAILS, SECTIONS

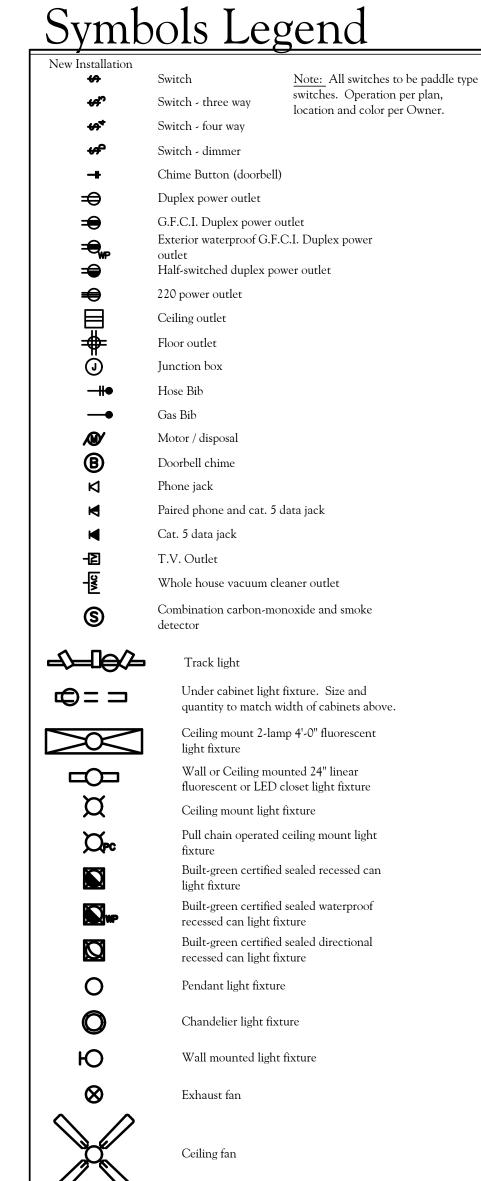
APRIL 15, 2016

ELECTRICAL

property.

Reproduction and/or





Electrical Installer to coordinate all fixture and appliance switching and load requirements.

Service panel

Any deviation from these plans must be approved by the General Contractor prior to installation.

Min. one combination carbon-monoxide and smoke detector on each floor, plus one in each bedroom.

DRAWING TITLE: ELECTRICAL, EXISTING & SITE PLANS DATE: APRIL 15, 2016

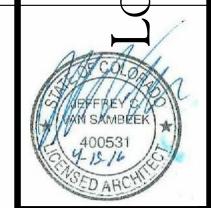
DRAWN: CHECKE SDM JVS

SSUE RECORD | DATE

REVISION DATE ELECTRICAL 4/15/1

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# Client:



Leaking roof caused ceiling damage in kitchen

Roof leaked over bathroom (brown roof) and over kitchen (darker green roof)





Roof over bathroom

Ceiling of bathroom with mold growth  $\ensuremath{\mathsf{HQS}}$   $\ensuremath{\mathsf{FAILURE}}$  .







Demolished bathroom. **HQS Failure—No sanitary facilities** 





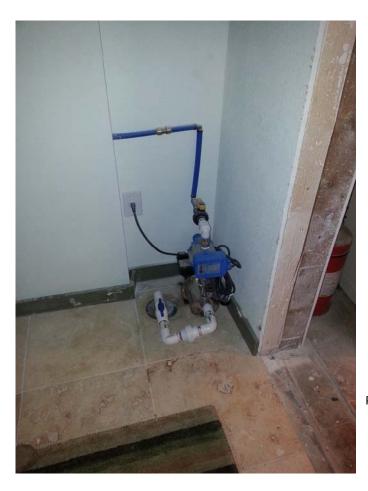
More kitchen ceiling damage



# Client:



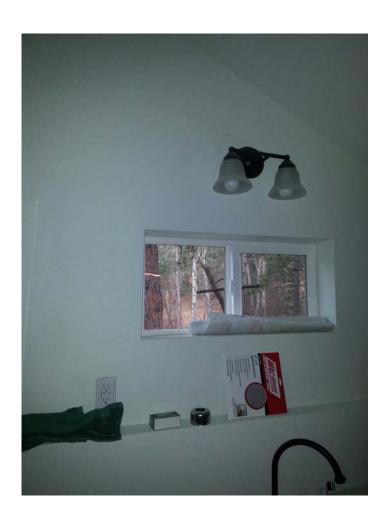
Shower: Purchased with client funds



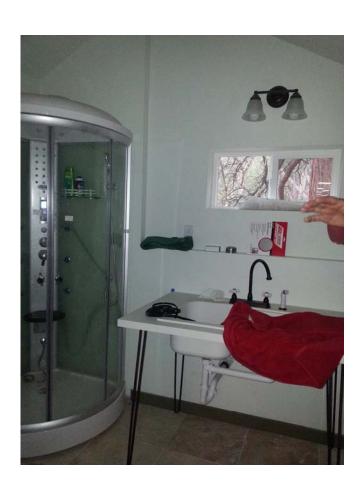
ECC SMART OF THE PARTY OF THE P

Tankless water Heater

Pump from cistern



New bathroom interiors





**Bathroom Exteriors** 





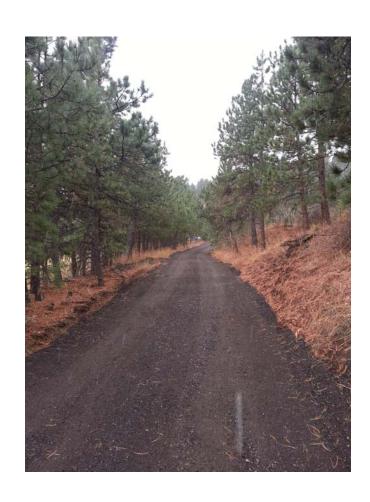
Electrical upgrades to meet code





Ceiling in kitchen

Driveway repairs



# **Boulder County CDBG-DR**

# **Initial Inspection and Scope of Work**

| Owner (s):  |  |   |
|---|--|---|
| Address:  |  |   |
| Contact:  |  |   |
| Year of Home:   |  |   |
| Date:   |  |   |
| ceiling and walls and ca<br>need of a tear down and<br>needs funding for buildi<br>needed to this area as warea needs to be replace | y rain event damaged roof over rear portion of home, (which is the bathroom) and used mold growth. Volunteers gutted most of the interior, but the structure is unsid rebuild (approx. 120 square feet). Client has much of the new interior materials ting the structure and installing the materials he has acquired. Some Electrical upgrivell. The heavy rains also damaged the newer metal roof over the kitchen and the sed. The client says this portion of the roof never leaked before and doesn't leak not himself after the flood), but leaked during the rain event. | table and in<br>to install and<br>ades will be<br>ceiling in this |
| WORK COMPLETE PRIOR   | R TO APPLYING TO CDBG-DR   | COST ESTIMATES  |
| Description Of Items  |  | Cost  |
|   |  |   |
| New Culvert pipes - COMP  | PLETE Emergency repairs  |   |
|   | PLETE Emergency repairs  |   |
| Description Of Items  | PLETE Emergency repairs  repairs - COMPLETE Emergency repairs  |   |
| Description Of Items Bobcat rental for culvert re   |  |   |
| Description Of Items  | repairs - COMPLETE Emergency repairs   |   |
| Description Of Items Bobcat rental for culvert re   | repairs - COMPLETE Emergency repairs   |   |
| Description Of Items Bobcat rental for culvert re  Description Of Items Culvert install labor - COM  Description Of Items           | repairs - COMPLETE Emergency repairs   |   |

| Description Of Items  |  |
|---|--|
| Toilet and Seat - COMPLETE purchased materials  |  |
|   |  |
|   |  |
|   | <u> </u>                                     |
|   |  |
| Description Of Items  | Cost   |
| Sink counter and legs - COMPLETE purchased materials  |  |
|   |  |
|   |  |
|   |  |
| Description Of Items  | †  |
| Bathroom Floor tiles - COMPLETE purchased materials 150 square feet   | <del> </del>                                 |
|   |  |
|   |  |
|   | <del> </del>                                 |
| Description Of Items  | <del> </del>                                 |
| Sink Faucet - COMPLETE purchased materials  | -  |
| Sink Faucet - Colving to purchased materials  |  |
|   |  |
| <u></u>   | <u>.                                    </u> |
| Description Of Items  |  |
| Water cistern pump - COMPLETE purchased materials   |  |
|   |  |
|   |  |
|   |  |
| Description Of Items  | <u> </u>                                     |
| Fasteners for sink top - COMPLETE   |  |
|   |  |
|   |  |
|   |  |
|   |  |
|   |  |
| WORK TO BE DONE WITH CDBG-DR FUNDING  | OST ESTIMATES                                |
| Description Of Items  | Cost   |
| Rebuild Bathroom from ground up. Completely destroyed - Approx. 120 square feet. Includes concrete slab, framing, |  |
| windows, siding, roofing to match home, insulation, interior finishes, installation of fixtures purchased by      |  |
| homeowner, water pump, water heater, plumbing connections. Estimate based on \$250 per square feet typical        |  |
| building costs for new structures in the mountains.   |  |
|   | <u> </u>                                     |
| In  | <u>1</u>                                     |
| Description Of Items  | <del> </del>                                 |
| Demo and Replace drywall in kitchen ceiling - approx. 200 square feet   |  |
|   |  |
|   | ļ  |
|   |  |
| Description Of Items  |  |
| Replace insulation in kitchen ceiling (at least R-19) - approximately 200 square feet                             |  |
|   |  |
|   |  |

| Description Of Items  |  |
|---|--|
| Repair electrical damage in ceiling of kitchen. Includes new wiring, 8 recessed fixtures, and new switches.                                   |  |
|   |  |
| Description Of Items  |  |
| Texture and paint ceiling - Approximately 200 square feet   |  |
| Description Of Items  |  |
| Smooth out and top coat driveway with recycled asphalt - approximately 6000 square feet.  |  |
| Description Of Items  |  |
| Cistern installation. Tank and piping materials is approximately \$2,000. It will take approx. 12 hours with a backhoe at \$165 /hr. average. |  |
|   |  |

# **Boulder County CDBG-DR**

# Initial Inspection and Scope of Work

| Owner (s):  |   |
|---|---|
| Address:  |   |
| Boulder, CO   |   |
| Brief Description: The heavy rains from 2013 caused major settlement of the backfill soils arou esidence. Homeowner contacted ED Glassgow to review the conditions, and fill was brought in north wall to help improve drainage in that area. The front sidewalk has settled and soils below eatio grade towards the home. Substantial cracking and damage is visible along the west basen he home. The homeowner uses the basement area for storage and discovered substantial water ooxes and other materials after the floods, mitigation of the space will be required. It appears to ateral earth pressure due to saturation by water of the backfill soils resulted in greater soil preservall than it was designed for. The family room floor sank and the fireplace is tilting towards the stutters along the back of the home are also deteriorating, and we recommend replacement in contents are the foundation. | n along the<br>the back<br>ment wall of<br>er damage to<br>hat excessive<br>ssure on the<br>room. The |
| divert rain water away from the foundation.   | <del></del>   |
| Description Of Items  Mold Mitigation -limited areas of basement(walls, ceiling). Including HEPA filter exhaust fans, containment   | Cost  |
| parriers. (Approx. 625 sf.)   |   |
| Description Of Items  | Cost  |
| tructural Design, study, and observ.  |   |
| Description Of Items  | Cost  |
| Basement Structural Repair and Helical Piers (Per Engineering Report. Includes structural braces, epoxy fill for<br>oncrete cracks, blocking, and angle supports of existing steel beams)   |   |
| Description Of Items  | Cost  |
| nstall helical piers at exterior of chimney (2 piers at 20' depth).   |   |
| Description Of Items  | Cost  |
| xterior- Grading at Home Perimeter, including gravel and fabric (Approx. 870 sf). Grinding of Stumps (2), emoving existing wood patio and install new concrete patio with positive drainage away from the home 14'x15'). Remove and replace front sidewalk (8'x22').  |   |
| Description Of Items  | Cost  |

| replace damaged concrete floor with new reinforced slab (Approx. 300 sf)   |            |
|--|------------|
| epiace damaged condicte moor with new reliniorced stab (Approx. 300 SI)  |            |
|  |            |
|  |            |
| Description Of Items   | Cost       |
| Gas Line Reroute to accommodate the new structural supports. (Approx. 30' copper pipe 1" dia)                                  | COST       |
| sas Line Refoute to accommodate the new structural supports. (Approx. 30 copper pipe 1 dia)                                    |            |
|  |            |
|  |            |
|  |            |
| Description Of Items   | Cost       |
| Paint Interior Repair Areas(new drywall ~160sf)  |            |
|  |            |
|  |            |
|  |            |
|  |            |
| Description Of Items   | Cost       |
| Replace Gutters (~80 lf)   | COST       |
| teplace dutters ( 80 m)  |            |
|  |            |
|  |            |
|  |            |
| Description Of Items   | Cost       |
| Plans/Permits  |            |
|  |            |
|  |            |
|  |            |
|  |            |
| Estimated Cost   | Total      |
| Stillated Cost   | TOLAI      |
|  |            |
|  |            |
|  |            |
|  |            |
| Several deficiencies were discovered during construction that were not addressed by the scope of work. A summar                | y of those |
| tems appears below-  |            |
|  |            |
| Change Order Item  | Cost       |
| Replace existing fireplace (damage was hidden behind the stone and existing unit could not be reused). Gas                     |            |
| stove meeting current Boulder County codes was installed, including gas lines to extend from the basement to                   |            |
| ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,  |            |
| the fireplace (Approx. 50'). Frame and insulate wall in front of exterior wall to accompdate new fireplace.                    |            |
| the fireplace (Approx. 50'). Frame and insulate wall in front of exterior wall to accomodate new fireplace.                    |            |
| the fireplace (Approx. 50'). Frame and insulate wall in front of exterior wall to accomodate new fireplace.                    |            |
| the fireplace (Approx. 50'). Frame and insulate wall in front of exterior wall to accomodate new fireplace.                    |            |
| the fireplace (Approx. 50'). Frame and insulate wall in front of exterior wall to accomodate new fireplace.  Change Order Item | Cost       |
|  | Cost       |
| Change Order Item  | Cost       |
| Change Order Item  | Cost       |
| Change Order Item  | Cost       |
| Change Order Item  Water Line Reroute to accommodate the new structural supports. (Approx. 10' pvc)                            |            |
| Change Order Item Water Line Reroute to accommodate the new structural supports. (Approx. 10' pvc) Change Order Item           | Cost       |
| Change Order Item  Vater Line Reroute to accommodate the new structural supports. (Approx. 10' pvc)                            |            |

| Change Order Item   | Cost |
|---|------|
| Additional Epoxy at foundation walls. Cracks required more material than originally bid. 5 packs of Simpson |      |
| Crack-Pac epoxy were required.  |      |
|   |      |
|   |      |
| Change Order Item   | Cost |
| Asbestos Abatement for the family room VCT tile, including barriers, disposal, and clean-up.                |      |
|   |      |
|   |      |
|   | I    |

|selected to replace the VCT tile that existed prior to the CDBG-DR project. (~300sf)

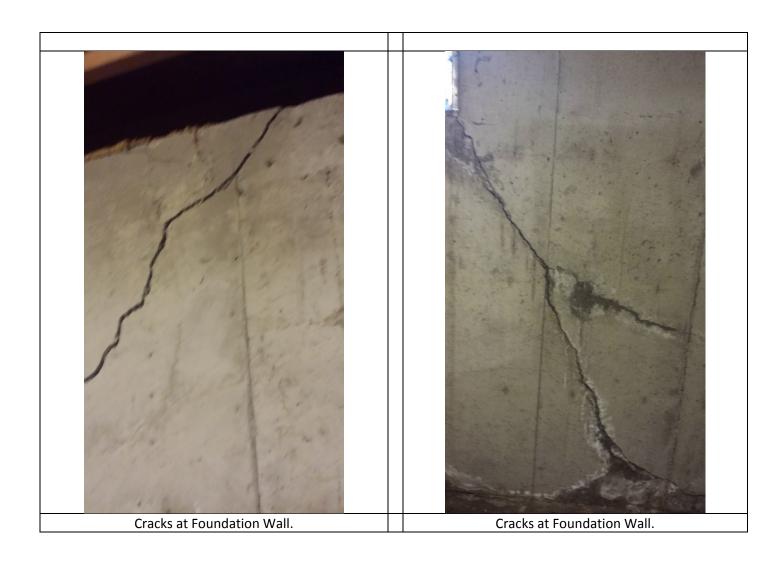
### **Inspection Form**

| Client Name: | Address:           |  |
|--------------|--------------------|--|
| Client ID:   | Rehab Coordinator: |  |
| Date:        | Case Manager:      |  |

### **Investigation and Findings**

The heavy rains from 2013 caused major settlement of the backfill soils around the residence. Homeowner contacted ED Glassgow to review the conditions, and fill was brought in along the north wall to help improve drainage in that area. The front sidewalk has settled and soils below the back patio grade towards the home. Substantial cracking and damage is visible along the west basement wall of the home. The homeowner uses the basement area for storage and discovered substantial water damage to boxes and other materials after the floods, mitigation of the space will be required. It appears that excessive lateral earth pressure due to saturation by water of the backfill soils resulted in greater soil pressure on the wall than it was designed for. The family room floor sank and the fireplace is tilting towards the room. The gutters along the back of the home are also deteriorating, and we recommend replacement in order to divert rain water away from the foundation.







# **Inspection Form**

| Client Name: | Address:           |  |
|--------------|--------------------|--|
| Client ID:   | Rehab Coordinator: |  |
| Date:        | Case Manager:      |  |

### **Investigation and Findings**

Completed Photos



Front elevation with new sidewalk.



Back elevation with new concrete patio, drainage. And gutters.



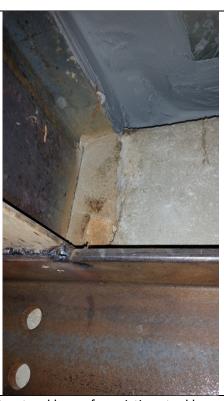
South side yard and chimney above helical piers.



Family Room fireplace and new flooring.



New gas fireplace.



Structural brace for existing steel beam.



New blocking at basement.



Completed structural bracing and epoxy repair at basement walls.

CONSULTING STRUCTURAL ENGINEERS

May 18, 2016

% Leah Byers Boulder County Housing Authority P.O. Box 471 Boulder, CO 80306

RE: Limited Structural Observation

Boulder, CO. 80301

Engineering Project #L16205

As per your request thru Mr. Valenzuela, Henry Lopez observed a limited portion of the above noted residence on Tuesday, April 26, 2016, together with the owner and several people with Boulder County Housing Authority including Jessica Dussield, Leah Byers, and Guillermo Valenquela

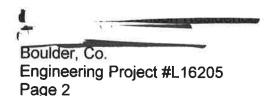
Our customary procedure in an assignment of this nature (structural observation) is to visit the property and through visual examination of accessible and visible portions of the building determine whether there is evidence to suggest any significant structural irregularities. Further structural analysis and/or testing are undertaken only when warranted by the site observation and specifically requested by the client. Further investigation may reveal conditions, which require modification of the conclusions reached after only a visual examination. Our comments, therefore, will be limited to that which we may observe and/or infer from visible evidence and given information and, therefore, will not cover problems or irregularities which are not visible or cannot be investigated without destructive testing of existing materials in or around the building. Further, our observation will not cover mechanical (heating, cooling, and plumbing facilities), electrical or subsoil condition, or architectural features.

#### **General Description**

The building is a partial two story wood frame structure with a masonry veneer at the first floor level in front. An attached two car garage was constructed on the east side of the residence. The residence and the garage face north. The main portion of the residence was constructed

 2400 CENTRAL AVE A-1 NORTH BOULDER, CO 80301-2843 (303) 447-2813 (303) 447-2814 FAX





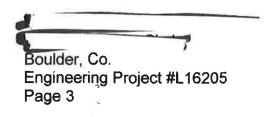
over a basement constructed with concrete foundation walls. The first floor framing above the basement consists of north-south spanning 2x floor joists supported at the "center" by an east-west spanning steel beam. A family room was constructed behind and to the south of the garage. The family room was constructed with a concrete slab on grade. The east side of the family room has a fireplace with a stone façade on the inside and with a masonry veneer on the exterior. The residence also has an enclosed "sun" room constructed on the south side of most of the main portion of the residence and an exterior wood deck was constructed also on the south side of the family room and to the east of the "sun" room.

### Site Observations, Information Given, and Comments

We noted that the foundation walls exhibited several large mostly diagonal cracks including the following: the west foundation wall exhibits a diagonal crack which goes up from the near bottom outside corners of the wall up toward the near center of the wall. I also understand that some concrete had to be replaced by the center top of the foundation wall where the west end of the center steel beam was placed in a pocket placed in the top of the wall to support the west end of the steel beam. The south foundation wall also exhibits three mostly diagonal cracks by the west end of the wall. Two of the cracks slope down to the west from the bottom corners of a window located approximately five feet to the east of the west end of the wall and the third diagonal crack goes down to the east from the bottom east corner of the same window noted above. The south foundation wall also exhibits two vertical cracks. One of the vertical cracks is by the approximate center of the wall and the other vertical crack is at approximately seven feet plus from the east end of the south foundation wall. The east foundation wall exhibits a vertical crack beneath east end of the steel beam.

We observed that the family room concrete slab on grade has settled down toward the center of the slab in the north south direction which has resulted in a crack in the east west direction by the approximate center of the slab. The crack appears to be larger by the east end of the room where the slab appears to have settled more just to the west of the fireplace. We also noted that the hearth exhibits a separation horizontal crack at its east edge adjacent to the fireplace. The exterior of the fireplace also exhibits evidence of differential settlement such that the top of the masonry chimney is leaning to the east.

The northwest portion of the wood deck also exhibits settlement down toward northwest corner of the deck.



#### Comments

We noted that the southeast corner of the residence has bad roof drainage from both a downspout drain and from poor site drainage. The poor drainage appears to have affected the wood deck, the masonry chimney, and the family room concrete slab on grade.

Poor drainage also appears to have affected the above noted foundation walls. Soil always pushes laterally as well as downward and with a lot of additional water as we experienced in the September 2013 storm, the soil will exert a lot more lateral pressure on foundation walls as well causing the soil to lose some of its bearing capacity. The water will also cause some fines in the soil to be carried off by the water creating some mini voids in the soil which leads to some differential settlement of whatever was placed on the soil.

#### Recommendations

We recommend that a large portion of the rear wood deck be removed so that the grading of the soil beneath the wood deck is exposed. The soil beneath the wood deck must slope out and away from the residence at a minimum of ½" per foot for a minimum of 10 feet as is required by the building code.. The existing soil and the new or regarded soil must be properly compacted in layers not to exceed 6". The top 6" minimum of soil should be expansive clay which should then be covered with landscape fabric and then with gravel to help keep it in place. After all of this work is done then the wood deck should be properly re-constructed as is required.

All of the soil around the residence should also be similarly graded and covered with landscape fabric and gravel for at least the first six feet in front and in back and to the property lines on the sides of the house to help keep moisture away from the foundation soils as much as is possible.

The family room concrete floor slab may be carefully pressure grouted, "mud Jacked" back into its original location. The center crack may have to be "opened up" and cleaned first and then filled in with a non-shrink grout as is required after it has been "releveled". The pressure grouting will have to be carefully done to make sure the grout gets into all of the soil that is beneath the concrete floor that has been affected by water drainage and not just into the void space that was created by the water that was beneath the concrete slab.

The masonry chimney will need to have additional support placed on the exterior by a minimum of two helical piers placed under the exterior corners of the chimney's foundation.



Boulder, Co. Engineering Project #L16205 Page 4

Each of the helical piers should be placed to be able to support a minimum of 25,000 lbs. and each pier should go a minimum of six feet into bedrock and have a minimum length of 12 feet. The chimney might be re-plumbed to some degree very carefully. The interior horizontal hearth crack should be first cleaned before any of this work is done. After the chimney is resupported then the horizontal crack should be filled with an appropriate grout to match the existing grout. The exterior vertical joint on each side of the chimney between the chimney and the house should also be cleaned and caulked with an appropriate long lasting caulk.

The foundation walls will require reinforcing to enable them to be better able to resist lateral soil loading. They may be strengthened by adding pairs of vertical steel angles at approximately four feet on center as shown on the attached drawings to the inside of the foundation walls. The vertical steel angles need to be attached top and bottom and tightly shimmed to the foundation walls as noted.

The west foundation wall will require the vertically placed steel angles starting at four feet from each of the outside corners and stopping approximately four feet from the "center" placed steel beam. Note that steel angles should not be placed in front of a window opening. Also note the steel angles placed by the west foundation wall will require that solid blocking be placed between the existing floor joists for a minimum of 5 joist spaces. If there is a duct in the joist space requiring solid blocking then a flat place 2x6 should be placed beneath the duct by the bottom of the joists and between them. That space should not be counted as one of the five joist spaces required to have solid blocking.

The east foundation wall should also have solid blocking placed at approximately four feet on center starting at four feet from each corner and stopping at approximately four feet from the "center" steel beam. The solid blocking placed just to the inside of the foundation wall should be placed so that a vertically placed 2x6 can be placed vertically up against the inside of the foundation wall with 6 mil pvc placed between the wood and the concrete. The vertically placed 2x6's should be long enough to engage the top 2' of the concrete wall. Solid blocking will be required between the vertically placed 2x6 and the rim joist. The solid blocking should also engage the inside of the mud sill plate.

The south foundation wall needs to have a pair of vertically placed steel angles located just to the west of the window opening located closer to the west end of the south foundation wall. A minimum of three more pairs of vertically placed steel angles should then be placed to the east of the same window. Another pair of vertically placed steel angles should then be placed eight feet and at approximately thirteen feet four inches from the east end of the south foundation wall.

Boulder, Co. Engineering Project #L16205 Page 5

Both ends of the "center" first floor steel beam will also need to have a horizontally placed steel angle welded to the bottom flange of the steel beam so that it is tight up against the

inside of the foundation wall. The horizontally placed steel angles will also greatly strengthen the ability of the "end" walls to resist lateral soil loading.

All of the concrete foundation wall cracks will need to be properly cleaned and filled in with an epoxy. The west end foundation wall by the center steel beam will need to be checked out to make sure that it has been properly repaired. All of the noted foundation cracks on the exterior should also be filled with non-shrink grout to help keep moisture out of the foundation walls as much as is possible.

All gutters, downspouts, and drains need to be periodically checked to make sure that they are clean and are working properly.

All of the masonry cracks should then be properly cleaned and tuck-pointed by a mason. All cracks in the concrete foundation should also be cleaned and filled with a non-shrink grout.

#### Conclusion

The recommendations as noted above have been made to help strengthen some existing construction, repair some existing construction damage and to help minimize future problems. Please note that the above report is based on a relatively short time observation and some information supplied by others. Since portions of the building are not available for observation without destructive testing or investigation, we make no warranty or guarantee with respect to hidden defects or as to the future condition of the building.

This report is understood to be an expression of our professional opinion, which is based on our best knowledge, information and belief. As such it consists neither of a guarantee nor a warranty. Should additional information or unknown conditions be uncovered or made available, Lopez Smolens Associates retains the right to revise and supplement this report accordingly.

#### Long-term Typical Maintenance

All moisture must be excluded from getting into the building walls, roof, etc. and causing

Boulder, Co.
Engineering Project #L16205
Page 6

deterioration and subsequent damage, therefore, all existing joints, cracks, etc. should be cleaned and grouted and/or caulked as required. All drainage including roof drainage and site drainage must be positive and drain well away from the building, its foundations, concrete slabs on grade, and soils adjacent to the building's foundation at all times. Water must not be allowed to pool on the property at any time. Irrigation water should also be kept well away from the building's foundations and concrete slabs and minimized in general as much as possible. Please note that typically lawns require less moisture in the spring and in the fall.

Thank you for contacting us. Please call if there are any questions or if we can be of further assistance.

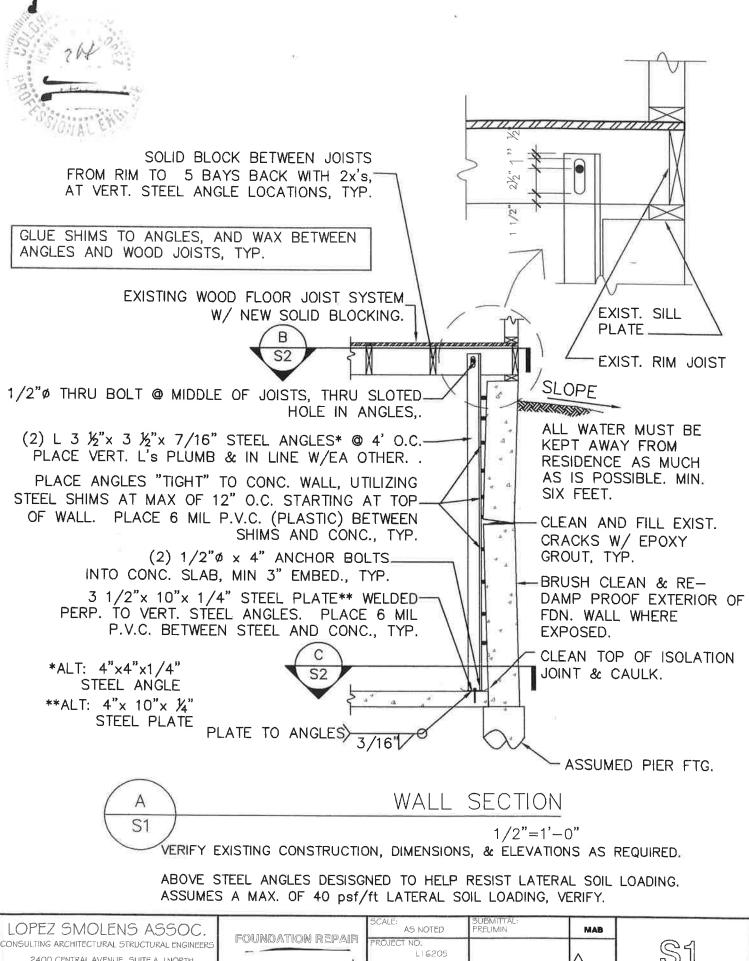
Sincerely,

5/18/2016

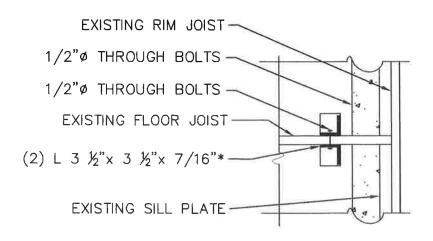
Struct. Only

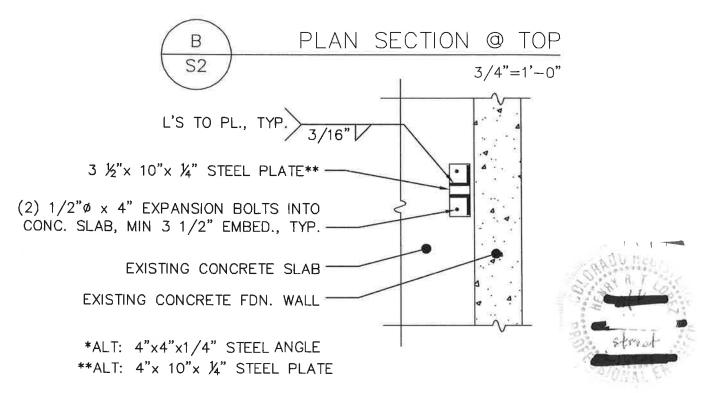
Henry Lopez, P.E.

Throng forez



2400 CENTRAL AVENUE, SUITE A- I NORTH BOULDER, COLORADO 80301 BOULDER, CO 303/447-2813 FAX:303/447-2814 May 19th, 2016 Δ





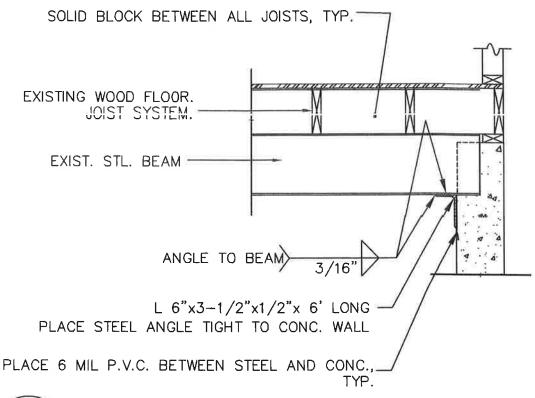


VERIFY EXISTING CONSTRUCTION, DIMENSIONS, & ELEVATIONS AS REQUIRED.

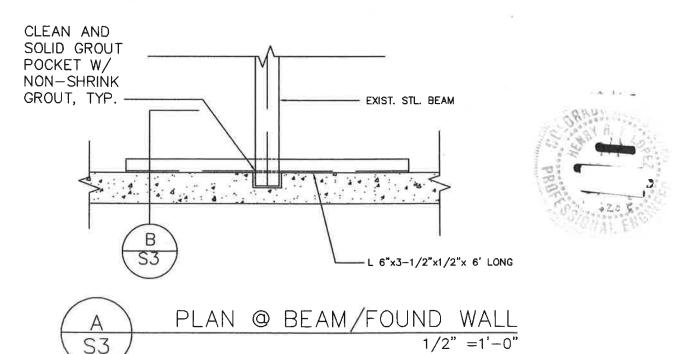
PLACE 6 MIL. P.V.C. BETWEEN STEEL & CONCRETE, TYP.

ABOVE STEEL ANGLES DESISGNED TO HELP RESIST LATERAL SOIL LOADING. ASSUMES A MAX. OF 40 psf/ft LATERAL SOIL LOADING, VERIFY.

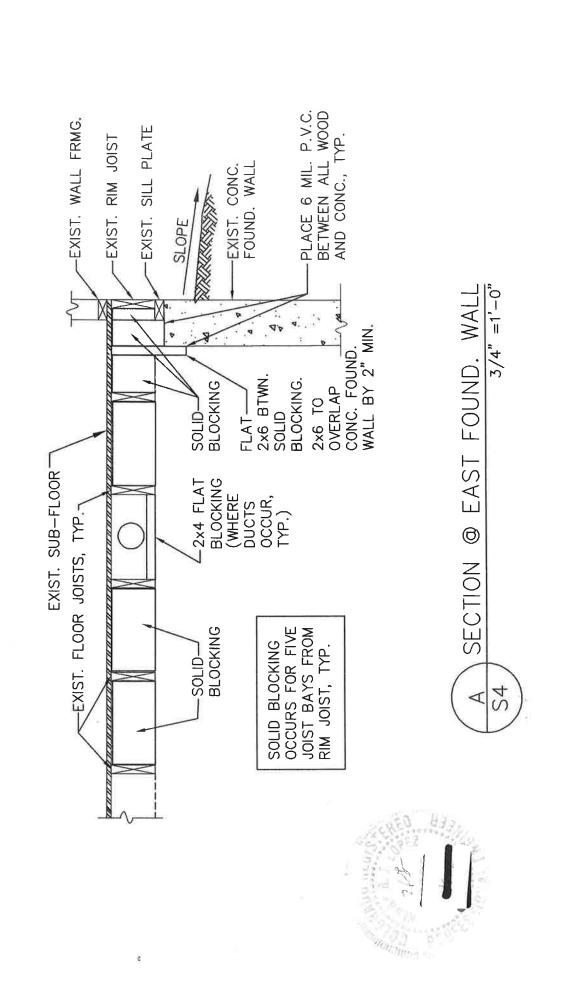
| LOPEZ SMOLENS ASSOC.   | EÖLINIR ATIÖN BERAIR | SCALE: AS NOTED         | SUBMITTAL:<br>PRELIMIN | MAB |    |
|--|----------------------|-------------------------|------------------------|-----|----|
| CONSULTING ARCHITECTURAL STRUCTURAL ENGINEERS 2400 CENTRAL AVENUE, SUITE A-HORTH | FOUNDATION REPAIR    | PROJECT NO.<br>L16205   |                        | ^   | S2 |
| BOULDER, COLORADO 80301<br>303/447-2813 FAX:303/447-2814                         | BOULDER, CO          | DATE:<br>May 19th, 2016 |                        | Δ   |    |







| LOPEZ SMOLENS ASSOC.   |                   | SCALE:<br>AS NOTED     | SUBMITTAL:<br>PRELIMIN | MAB |            |
|--|-------------------|------------------------|------------------------|-----|------------|
| CONSULTING ARCHITECTURAL STRUCTURAL ENGINEERS 2400 CENTRAL AVENUE, SUITE A-I NORTH | foundation repair | PROJECT NO.<br>L16205  |                        | Δ   | <b>\$3</b> |
| BOULDER, COLORADO 80301<br>303/447-2813 FAX:303/447-2814                           | BOULDER, CO       | DATE:<br>May 19th 2016 |                        |     |            |



MAB

SUBMITTAL: PRELIMIN 4 4

DATE: May 19th, 2016

BOULDER, CO

AS NOTED FNO, LI 6205

ROJECT NO.

FOUNDATION REPAIR

LOPEZ SMOLENS ASSOC, CONSULTING ARCHITECTURAL STRUCTURAL ENGINERS

2400 CENTRAL AVENUE, SUITE A-I NORTH BOULDER, COLORADO 60301 303/447-2813 = AX:303/447-2814