

CITY OF GREELEY Purchasing

Request for Proposal RFP #F24-08-076

WATER SERVICE LINE INVENTORY POTHOLING & INSPECTION PROJECT PHASE 03 AND ADDITIONAL PHASES

for

CITY OF GREELEY
WATER & SEWER DEPARTMENT

REQUEST FOR PROPOSAL (RFP) RFP #F24-08-076

Procurement Contact: Alex Adame

Email Address: Purchasing@greeleygov.com

Telephone Number: 970-350-9325

Proposals must be received no later than the date indicated in the Schedule of Events below.

Proposals received after this date and time will not be considered for award.

ONLY ELECTRONIC RFP RESPONSES WILL BE ACCEPTED.

Email your RFP Response to purchasing@greeleygov.com. Only emails sent to purchasing@greeleygov.com will be considered as responsive to the request for proposals. DO NOT submit your RFP Response to multiple email addresses. Emails sent to other City emails may be considered as non-responsive and may not be reviewed.

Proposals shall be submitted in a single Microsoft Word or PDF file under 20MB. The Proposal must not exceed 20 total pages, excluding cover letter, index or table of contents, front and back covers, and title pages/separation tabs. Pages shall be $8 \frac{1}{2} \times 11$ inches except for up to four (4) pages of 11 x 17 inches. Eleven-point font or larger must be used for the proposal and appendices. Resumes included as an appendix are not considered part of the 20 pages.

The RFP number and Project name must be noted in the subject line, otherwise the proposal may be considered as non-responsive to the RFP.

Electronic submittals will be held, un-opened, until the time and date noted in the RFP documents or posted addenda.

Schedule of Events (subject to change)	All times are MST
RFP Issued	September 13th, 2024
Optional Pre-Proposal Conference (In Person	September 23th, 2024 at 9:00 AM MST, 1001
or Virtual, see link below)	11 th Ave, 2 nd Floor, Greeley, Colorado Room
Inquiry Deadline	September 30th, 2024, before 4:00 PM
Final Addendum Issued	October 4th, 2024
Proposal Due Date	October 15 th , 2024, at 2:00 pm MST
Interviews (tentative)	TBD
Notice of Award (tentative)	TBD
Construction Start	January 6 th 2025 (tentative)

PREPROPOSAL CONFERENCE INVITE Microsoft Teams

Microsoft Teams Need help?

Join the meeting now

Meeting ID: 282 784 190 714 Passcode: xjvpuo

Dial in by phone

<u>+1 347-966-8471,,77628002#</u> United States, New York City

Find a local number
Phone conference ID: 776 280 02#

For organizers: Meeting options | Reset dial-in PIN

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В	Phase 03 Potholing Map
С	Phase 03 Pothole List of Addresses
D	CO SRF Required Specifications
E	Davis Bacon Wages General Decision
F	DBE Form 6100-4
G	DBE Form 6100-3

"Public Viewing Copy: The City is a governmental entity subject to the Colorado Open Records Act, C.R.S. §§ 24-72-200.1 et seq. ("CORA"). Any proposals submitted hereunder are subject to public disclosure by the city pursuant to CORA and City ordinances. Vendors may submit one (1) additional complete proposal clearly marked "FOR PUBLIC VIEWING." In this version of the proposal, the Vendor may redact text and/or data that it deems confidential or proprietary pursuant to CORA. Such statement does not necessarily exempt such documentation from public disclosure if required by CORA, by order of a court of appropriate jurisdiction, or other applicable law. Generally, under CORA trade secrets, confidential commercial and financial data information is not required to be disclosed by the City. Proposals may not be marked "Confidential" or 'Proprietary' in their entirety. All provisions of any contract resulting from this request for proposal will be public information."

SECTION I. BACKGROUND, OVERVIEW, AND GOALS

A. Background

The City of Greeley is a home rule municipality with a council-manager form of government and is the county seat and the most populous municipality of Weld County, Colorado. Greeley is in northern Colorado and is situated 52 miles north-northeast of the Colorado State Capitol in Denver. According to the U.S. Census Bureau, the population of the city is roughly 111,000 which makes it the 12th-most populous city in Colorado. The city has an annual budget of ~\$490M with a fiscal year that starts Jan 1st, and employees over 1100 employees. Greeley is a major city of the Front Range Urban Corridor and home to the University of Northern Colorado which is a public baccalaureate and graduate research university with approximately 12,000 students and six colleges as well as Aims Community College, which has served the community since 1967.

B. Overview

This project has secured funding from the Colorado State Revolving Fund (SRF) loan program. Bidder's attention is called to the SRF requirements in the bid package. Disadvantaged Business Enterprise (DBE) requirements and goals are included. Also, certified DBEs or a consortium of certified DBEs are encouraged to bid. The following certifications must be completed and submitted by the prime contractor with

their bid:

- a. Suspension and Debarment Certification Form
- b. DBE 6100-4 and 6100-3 Forms

The City of Greeley Water & Sewer Department supplies water to its customers through approximately 29,000 residential, commercial, and industrial service lines. The ownership of these service lines is split at the property line, or "curb stop", between the City of Greeley and the property owner. The City of Greeley maintains records of service line size and material for the public portion of the distribution system but has very limited information for the service line material on the "private" side of the system.

In December of 2021, the Environmental Protection Agency released revisions to the Lead and Copper Rule (LCRR), that strengthen the regulatory framework governing lead in drinking water. One of the key elements of the LCRR is the requirement for water systems to develop and maintain a service line inventory, including material information for both the publicly and privately owned portions of the system. Studies sited by the EPA in their document "Guidance for Developing and Maintaining a Service Line Inventory", list mechanical excavation, or potholing, as the most accurate method of service line material identification. The potable water mains are typically four to six feet deep, and services lines are typically in the same range to stay below frost depths.

The City of Greeley has divided its inventory and replacement plan into 5 geographical phases. **Attachment A** of this RFP details the location and schedule for these phases. Phase 01 and Phase 02 Potholing Phases have already been completed as part of a previous contract. Future phases will be completed by December 2026 and will vary in the number of sites and potholes as the inventory is developed and further information is gathered.

Phase 03 potholing is planned to start in January 2025 and be completed by March 2025. **Attachment B** of this RFP provides a map showing the location of properties currently scheduled for potholing. We plan to award Phase 03 to a single contractor. It includes approximately:

- 1351 private side potholes
- 305 public side potholes

The number of potholes may be adjusted, and potholes may be added or removed from the pothole list at any time at the discretion of the City of Greeley Project Manager. The public are able to self-perform or book a visual inspection of their service line as it enters their building as part of another project, which may reduce the total number of private side potholes required.

The Contractor shall perform locating, potholing and material identification at various sites to identify service line size and material (copper, galvanized, or lead). The contractor shall provide all personnel, equipment, restoration, permitting, traffic control, and vehicles necessary to sufficiently perform the work. Coordination with the City or its representative is essential for documenting service line characteristics.

C. Goals

The project goal is to locate and verify the material of public and private service lines at pre-determined sites in the City of Greeley to support service line inventory development. This project will be completed through multiple construction contract awards to pre-qualified contractors until the project is finished in December 2026.

The overarching purpose of this Request for Proposals (RFP) is to establish a multi-year partnership and pricing for potholing services from at least two (2) experienced contractors to provide mechanical excavation for service line material identification at pre-determined sites located within the City of Greeley based on subsequent Construction Contracts. The work may be modified to meet any changes in the overall project to meet EPA/CDPHE regulations.

This RFP will replace previous **RRFP #F22-10-082**, with the purpose of meeting Colorado State Revolving Fund (SRF) loan requirements for our Phase 03 replacements and future phases (In 2024, the City of Greeley was awarded an SRF loan to assist with the lead inventory and replacement program). **Colorado State Revolving Fund Required Specifications (Attachment D)** details the requirements that shall be adhered to by all contractors proposing to the RFP. The requirements include the following sections:

- Section 1: Davis-Bacon Prevailing Wage Requirements
- Section 2: American Iron and Steel
- Section 3: National Term on Suspension and Debarment
- Section 4: Equal Employment Opportunity
- Section 5: Williams-Steiger Occupational Safety and Health Act of 1970
- Section 6: Discovery of Archaeological and Other Historical Items
- Section 7: Disadvantaged Business Enterprise (DBE) SRF Program Grant Agreement Information
- and Requirements
- Section 8: Prohibition on Certain Telecommunication and Video Surveillance Services or
- Equipment
- Section 9: Signage Requirements
- Section 10: Build America, Buy America (BABA)

Contractors not selected for Phase 03 Potholing & Inspection but otherwise qualified will be retained and given the opportunity to bid on future phases of the project. All qualified contractors will be notified that they have been selected as pre-qualified contractors and given the opportunity to bid on each subsequent replacement phase.

SECTION II. STATEMENT OF WORK

A. Scope of Services

The proposer shall identify a project manager that will have oversight of the project on the contractor side and will coordinate with City of Greeley staff and/or representative and other contractors who may be completing any service lines replacements because of potholing results. The proposer shall provide a written implementation plan that includes the schedule of potholing locations, method of data reporting and integration, and communication activities with City staff, The following outlines the required services for completion of this project, however, the final scope of services will be negotiated with the selected firm and may be subject to modification.

1. Potholing

- a. Contractor shall perform potholing to expose and verify the size, location, and material of existing water service lines at identified project sites.
 - i. The Contractor shall pothole at up to two locations at each site, one to inspect the publicside of the service line and the second to inspect the private-side of the service line.
 - ii. Potholes on the **public side** of the service line shall be located immediately on the upstream side of the curbstop. The pothole shall be extended to show the connection of the public-side service line to the curbstop and expose a minimum 12" length of service line.
 - iii. Potholes on the **private side** of the service line shall be located immediately downstream of the meter pit. The pothole should be extended to follow the service line or pig tail a minimum length of 18" or until a connection between the pig tail and private-side service line has been clearly revealed.
 - iv. The location of potholes may be modified with prior permission from COG Project Manager to avoid utilities and damage to public and private properties. The contractor shall contact the City prior to coring high-value hard-standing areas or recently installed concrete (i.e. anywhere there is a high likelihood of customer offence).
 - v. The Contractor is not required to solicit homeowner permission to pothole on their property since the City already has authority to do this and must perform this task to fulfil the LCCR regulations. Where a property owner communicates opposition to a pothole, the contractor should move on to next property and immediately inform the City Representative. The City Representative will discuss with the property owner, and in some circumstances the City may complete an inspection of the service line as it enters the property instead.
 - vi. There may be sites that will require additional potholes as determined by the city. Additional potholes must have prior approval from the City Project Manager.
- b. Potholing and restoration will be required for the following surface types:
 - Soft Pothole earthen or landscaped areas. These areas shall be restored to pre-project conditions. Where possible, the original grass sod plug should be replaced with a minimum of 6" of topsoil placed below it.
 - ii. Pothole and Core Drilling Asphalt These areas shall be restored to permit requirements and public works standards.
 - iii. Pothole and Core Drilling Concrete –These areas shall be restored to permit requirements and public works standards.
- c. Service lines are typically buried at a depth between 48 inches and 72 inches below grade.
 - i. Contractor shall provide a unit cost per pothole up to 7' in depth and a unit cost for an additional 4'. Unit cost per pothole shall be based on the surface type per the Bid Schedule.

2. Material Identification

- (a) Material Identification is the primary task of this project and will be completed as follows.
 - i. Visual Inspection the contractor shall perform a thorough visual inspection of the service line with a flashlight. Lead lines will be gray in color; Galvanized Steel lines will be silver/gray in color but may appear red or rusty in areas; Copper lines will have the appearance of a penny and may have green and/or blue coloration. The contractor shall take photos of each service line that provide clear evidence of their identification.

- ii. Magnetic Test Place a magnet on the exposed line. Lead lines and Copper lines are non-magnetic; Galvanized Steel lines are magnetic.
- iii. Scratch Test Scratch the line using a wire brush or similar approved device on an extension pole. Lead lines are soft metal and easily marked, revealing a shiny silver color where scratched. Galvanized Steel lines should not be scratched as they can be extremely delicate and can be easily identified with a magnet.

3. Locating of Services and other Utilities

- a) The contractor shall arrange for 811 for utility locates. These should be called in daily to avoid overloading the various utility locate services. The contractor shall coordinate all utility locates as required to complete work. Contractor shall relocate pothole locations if necessary to avoid other utilities. Any damage to utilities will be the contractor's responsibility to repair or replace.
- b) The contractor shall be responsible for fulfilling 811 locates of the water service line (i.e. the contractor shall self-complete these locates on behalf of the City of Greeley).
- c) The contractor shall properly locate all water services lines, curbstops and meter pits prior to potholing to avoid unsuccessful potholing attempts that miss the correct service line. If the Contractor cannot locate these the city will provide assistance. Only successful pothole inspections shall be reimbursed unless approved by City of Greely Project Manager.

4. Data Reporting and QA/QC

- a) The contractor shall use a "Field Maps" application on devices provided by the City that displays which properties require public and private potholes. The contractor shall use this application to document each pothole and upload photos. The devices shall be returned in good condition to the City at the end of the construction contract. The contractor shall be responsible to replace any damaged or lost devices.
- b) For each pothole site, the Contractor shall immediately submit the following data fields in Field Maps:
 - i. Date of pothole
 - ii. Property Address
 - iii. Pothole #1, #2, repeated for each pothole:
 - 1. Pothole surface type (Soft, Asphalt, Concrete)
 - 2. Pothole location (Property, Sidewalk/ROW, Street)
 - 3. Service line material
 - 4. Service line depth
 - 5. Service line size
 - 6. Contractor Comments
 - 7. Results of magnet test
 - 8. Results of scratch test
- c) Any contractor staff responsible for material identification and photographs shall first receive training from the City of Greeley. They shall be required to demonstrate their competency at these tasks before taking on this responsibility.
- d) The contractor is responsible to perform QA/QC on their data collection and to attend a weekly QA/QC review with the city. Any potholes that fail QA/QC shall be rectified at the contractor's cost. The QA/QC process will require that:
 - 1. All necessary data fields have been correctly entered.
 - 2. All necessary photos have been included and that these are of sufficient quality to fulfill their purpose.
 - 3. Potholes were completed at the correct property.
 - 4. Potholes were placed in the correct location relative to the curbstop and meter
 - 5. The identified material of the service line is evidenced by the photos provided.

5. Photographs

- a) For each project site, the Contractor shall submit the following photos using Field Maps:
 - i. Photo of project site pre-construction to document original condition of each pothole site.
 - ii. Photo of property being potholed
 - iii. Photos of potholes in relation to the property.

- iv. In-hole photo of service line clearly displaying its material. The photo shall be taken following the scratch test, including the attached magnet for galvanized steel lines. The contractor shall provide necessary lighting (high-powered flashlight) and check the quality of photos prior to uploading them.
- v. An identity card detailing whether the in-hole pothole picture is the "public-side", or "private-side" shall be included in the photo to help distinguish which photo is which.
- vi. Post-work photo showing pothole restoration of each pothole.

6. Property Restoration

- i. Work area shall be repaired and restored with like surface materials such as landscaping, concrete, asphalt, or other pre-disturbance materials.
- ii. Upon completion of work, Contractor shall repair any damages, leaving the project site in a clean and orderly condition.
- iii. City staff will review process for special repairs as needed.
- iv. All materials used in pothole restoration, backfilling, or all other permanent materials shall be submitted to the City for review and approval.
- v. Contractor is responsible for tracking locations of hard surface potholes/cuts, material used for restoration, and number of hard surface restorations associated with addresses.

7. Communications

- a) The city shall send a notification letter to households being potholed 3 to 6 weeks in advance of their schedule pothole date. The notification letter will be provided by the city.
- b) The contractor shall place informational door hanger announcements to every house in affected street blocks 5 to 10 days prior to potholing. The doorhanger will be provided by the city.
- c) The Contractor shall place no-park signs two days prior to potholing. The signs shall include the date of the no-park, contractor name and contractor phone number. The signs shall be provided by the contractor.
- d) The contractor shall display Project Signage on their vehicles. The signage shall be provided by the City.
- e) After potholing the contractor shall immediately attach a notification doorhanger to the property to inform them that potholing has been completed and they should flush their lines. The doorhanger shall be provided by the City.

8. Contractor Responsibilities

- a) The Contractor shall provide all personnel, equipment, and vehicles necessary to sufficiently perform the work.
- b) The Contractor shall be responsible for obtaining all necessary permits to complete the work. The City shall pay all permit fees internally.
- c) The Contractor shall provide traffic and sidewalk control as necessary for potholes that occur in or near the street.
- d) The Contractor shall document pre-construction and post-construction conditions via photo using Field Maps. Should a property owner or management company raise concerns about property damage or restoration, the Contractor's documentation of preconstruction conditions will be used to review these concerns.
- e) The Contractor shall properly locate, excavate all materials of whatever character required to expose the service line and backfill the excavation to existing grade lines with the excavated material or other approved material. Any and all damage to existing water service lines or adjacent facilities shall be repaired promptly by the contractor. The Contractor shall be responsible for locating water service lines and all other utilities beyond the limits of locates provided through the City's locate systems.
- f) The contractor shall attend a weekly Construction Meeting at the City office.
- g) The contractor shall attend a weekly QA/QC Meeting at the City office.

9. City of Greeley Responsibilities

- a) The city will provide the site locations, including geospatial coordinates and addresses associated with each project site.
- b) The city will inform the contractor which service lines require potholing on the public-side, and which require potholing on the private-side.
- c) The city will provide a detailed guide for identifying material of unearthed service lines and assist when requested.
- d) The city may provide a field observer or presentative, who will be present at sites to communicate with residents and QA/QC Contractor's work and material identification.
- e) The city will attend a weekly Construction Meeting at the City office.
- f) The city will attend a weekly QA/QC Meeting at the City office.

10. Other Scope Details

- a. Standard allowable work hours are from 7am to 5pm, Monday to Friday.
- b. No potholing shall take place on City holidays.
- c. The city will work with homeowners and the contractor to resolve any access conflicts.

11. Cost

- a) Contractors shall provide unit costs using the bid schedule below.
 - i. Phase 03 Mobilization / Demobilization, Bonds and Insurance
 - ii. Total Traffic Control Cost
 - iii. Cost per Soft Pothole and restoration
 - iv. Cost per Asphalt Pothole and restoration
 - v. Cost per Concrete Pothole and restoration
 - vi. Contingency Fund set at \$50,000 only to be used with prior approval of City of Greeley Project Manager
 - vii. Cost per pothole for 1-4 feet of additional depth
 - viii. Total cost of potholing all Phase 03 locations listed.
- b) The contractor shall submit fixed rates for any support that maybe utilized for construction of the projects for the term of this contract. The fixed rates established in the initial contract allows for annual price increase or decrease adjustments in subsequent years. The proposed amount of increase or decrease in fixed rates shall be based on the justifications for the change and shall not exceed the ENR Construction Cost Index for Denver Colorado. The new proposed rates must be approved by the city in advance of being used in project costs.

Bid Schedule

POTHOLING AND INSPECTION PROJECT - PHASE 3 BID SCHEDULE						
Item	Description of Work	Units	Quantity	Unit Price	COST	
A-1	Work Order Mobilization / Demobilization, Bonds, and Insurance - TOTAL FOR PHASE 03	LS	1	1		
A-2	Work Order Collector / Arterial Traffic Control - TOTAL FOR PHASE 03	LS	-	-		
A-3	Contingency Fund (used only with prior approval by COG Project Manager)	LS	-	-	\$50,000.00	

	•			TOTAL	\$50,000.00
A-7	Cost per Pothole for 1-4 feet of additional depth beyond maximum 7 foot	EA	25		
A-6	Concrete - Core Drill, Pothole & Restoration (up to 7 feet deep)	EA	200		
A-5	Asphalt - Core Drill, Pothole & Restoration (up to 7 feet deep)	EA	200		
A-4	Soft Pothole & Restoration (up to 7 feet deep)	EA	1256		

B. Period of Award

The selection of the successful Contractor is anticipated to occur in November of 2022.

If the City desires to extend the contract, no later than thirty (30) days prior to expiration, the City's Purchasing Contact may send a notice in writing to the vendor requesting firm pricing for the next twelve-month period. After the City evaluates the firm pricing proposal from the vendor, it will determine whether to extend the contract. All awards and extensions are subject to annual appropriation of funds. The provisions of the foregoing paragraphs with respect to extensions of the terms of the contract shall be null and void if the contract has been terminated or revoked during the initial term or any extension thereof. All decisions to extend the contract are at the option of the City.

C. Minimum Mandatory Qualifications of Offeror

Only proposals from Contractors that have extensive, verifiable experience in performing a similar scope of work for at least 3 utilities in Colorado and can demonstrate experience in urban corridors. In addition, the proposer shall provide a detailed list of other similar or larger (in size) clients and the associated scope of services that the Contractor completed.

Proposals will only be considered from companies which meet or exceed the criteria listed below.

- 1. An absence of any previous litigation activities involving another municipal client
- 2. Key personnel to be involved in project must have been actively involved in the management or implementation of a similar project previously (as referenced above).

SECTION III. ADMINISTRATIVE INFORMATION

A. Issuing Office

The City's contact name listed herein is to be the sole point of contact concerning this RFP. Offerors shall not directly contact other personnel regarding matters concerning this RFP or to arrange meetings related to such.

B. Official Means of Communication

All official communication from the city to offerors will be via postings on an electronic solicitation notification system, the Rocky Mountain Bid System (www.rockymountainbidsystem.com). The Purchasing Contact will post notices that will include, but not be limited to, proposal document, addenda, award announcement, etc. It is incumbent upon offerors to carefully and regularly monitor the Rocky Mountain Bid System for any such postings.

C. Inquiries

Prospective offerors may make written inquiries by e-mail before the written inquiry deadline concerning this RFP to obtain clarification of requirements. There will be opportunity to make inquiries during the pre-proposal conference, if any. No inquiries will be accepted after the deadline. Inquiries regarding this RFP (be sure to reference RFP number) should be referred to:

E-Mail: Purchasing@greeleygov.com

Subject Line: RFP #F24-08-076

Response to offerors' inquiries will be published as addenda on the Rocky Mountain Bid System in a timely manner. Offerors cannot rely on any other statements that clarify or alter any specification or other term or condition of the RFP.

Should any interested offeror, sales representative, or manufacturer find any part of the listed specifications, terms and conditions to be discrepant, incomplete, or otherwise questionable in any respect, it shall be the responsibility of the concerned party to notify the Purchasing Contact of such matters immediately upon discovery.

D. Insurance

The successful contractor will be required to provide a Certificate of Insurance (Exhibit 3) or other proof of insurance naming the City of Greeley as "additional insured". Coverage must include COMMERCIAL GENERAL LIABILITY coverage with minimum limits of \$2,000,000, and WORKER'S COMPENSATION coverage with limits in accordance with State of Colorado requirements.

COMPREHENSIVE AUTOMOBILE LIABILITY with minimum limits for bodily injury and property damage coverage of at least \$1,000,000, plus an additional amount adequate to pay related attorneys' fees and defense costs, for each of Consultant's owned, hired or non-owned vehicles assigned to or used in performance of this Agreement.

The City shall be named as additional Insured for General and Auto Liability Insurance.

E. Modification or Withdrawal of Proposals

Proposals may be modified or withdrawn by the offeror prior to the established due date and time.

F. Minor Informalities

Minor informalities are matters of form rather than substance evident from the response or insignificant mistakes that can be waived or corrected without prejudice to other vendors. The Purchasing Manager may waive such informalities or allow the vendor to correct them depending on which is in the best interest of the city.

G. Responsibility Determination

The city will make awards only to responsible vendors. The City reserves the right to assess offeror responsibility at any time in this RFP process and may not make a responsibility determination for every offeror.

H. Acceptance of RFP Terms

A proposal submitted in response to this RFP shall constitute a binding offer. The autographic signature of a person who is legally authorized to execute contractual obligations on behalf of the offeror shall indicate acknowledgment of this condition. A submission in response to this RFP acknowledges acceptance by the offeror of all terms and conditions as set forth herein. An offeror shall identify clearly and thoroughly any variations between its proposal and the RFP in the cover letter. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.

I. Protested Solicitations and Awards

Right to protest. Any actual or prospective bidder, offeror or contractor who is aggrieved in connection with the solicitation or award of a contract must protest in writing to the City Manager as a prerequisite to seeking judicial relief. Protestors are urged to seek informal resolution of their complaints initially with the Purchasing Manager. A protest shall be submitted within ten (10) calendar days after such aggrieved person knows or should have known of the facts giving rise thereto. A protest with respect to an invitation for bids or request for proposals shall be submitted in writing prior to the opening of bids or the closing date of proposals, unless the aggrieved person did not know and should not have known of the facts giving rise to such protests prior to bid opening or the closing date for proposals.

1. Stay of procurement during protests. In the event of a timely protest under Subsection (A) of this Section, the Purchasing Manager shall not proceed further with the solicitation or award of the contract until all administrative and judicial remedies have been exhausted or until the City Manager makes a written determination on the record that the award of a contract without delay is necessary to protect substantial interest of the City. (Ord. 75, 1984 §2 (part))

J. Confidential/Proprietary Information

All proposals will be confidential until a contract is awarded and fully executed. At that time, all proposals and documents pertaining to the proposals will be open for public inspection, except for the material that is proprietary or confidential. However, requests for confidentiality can be submitted to the Purchasing Contact provided that the submission is in accordance with the following procedures. This remains the *sole responsibility* of the offeror. The Purchasing Contact will make no attempt to cure any information that is found to be at a variance with this procedure. The offeror may not be given an opportunity to cure any variances after proposal opening. **Neither a proposal in its entirety, nor proposal price information will be considered confidential/proprietary.** Questions regarding the application of this procedure must be directed to the Purchasing Contact listed in this RFP.

K. Acceptance of Proposal Content

The contents of the proposal (including persons specified to implement the project) of the successful contractor shall become contractual obligations into the contract award. Failure of the successful offeror to perform in accordance with these obligations may result in cancellation of the award and such offeror may be removed from future solicitations.

L. RFP Cancellation

The City reserves the right to cancel this RFP at any time, without penalty.

M. Negotiation of Award

In the event only one (1) responsive proposal is received by the City, the City reserves the right to negotiate the award for the services with the offeror submitting the proposal in lieu of accepting the proposal as is.

N. Contract

A sample copy of the contract award the City will use to contract for the services specified in this RFP is attached as Exhibit 2. The attached contract is only a sample and is not to be completed at this time.

O. RFP Response/Material Ownership

All material submitted regarding this RFP becomes the property of the City of Greeley, unless otherwise noted in the RFP.

P. Incurring Costs

The City is not liable for any cost incurred prior to issuance of a legally executed contract and/or a purchase order.

Q. Utilization of Award by Other Agencies

The City of Greeley reserves the right to allow other State and local governmental agencies, political subdivisions, and/or school districts to utilize the resulting award under all terms and conditions specified and upon agreement by all parties. Usage by any other entity shall not have a negative impact on the City of Greeley in the current term or in any future terms.

R. Non-Discrimination

The offeror shall comply with all applicable state and federal laws, rules and regulations involving non-discrimination on the basis of race, color, religion, national origin, age or sex.

S. News Releases

Neither the City, nor the offeror, shall make news releases pertaining to this RFP prior to execution of the contract without prior written approval of the other party. Written consent on the City's behalf is provided by the Public Information Office.

T. Certification of Independent Price Determination

- 1. By submission of this proposal each offeror certifies, and in the case of a joint proposal each party, thereto certifies as to its own organization, that in connection with this procurement:
 - a) The prices in this proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
 - b) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening, directly or indirectly to any other offeror or to any competitor; and
 - c) No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
- 2. Each person signing the Request for Proposal form of this proposal certifies that:
 - a) He/she is the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to (1.a) through (1.c) above; or
 - b) He/she is not the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein but that he/she has been authorized in writing to

act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (1.a) through (1.c)above, and as their agent does hereby so certify; and he/she has not participated, and will not participate, in any action contrary to (1.a) through (1.c) above.

- 3. A proposal will not be considered for award where (1.a), (1.c), or (2.) above has been deleted or modified. Where (1.b) above has been deleted or modified, the proposal will not be considered for award unless the offeror furnishes with the proposal a signed statement which sets forth in detail the circumstances of the disclosure and the City's Purchasing Manager, or designee, determines that such disclosure was not made for the purpose of restricting competition.
- 4. The Contract Documents may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document. The Contract Documents, including all component parts set forth above, may be executed and delivered by electronic signature by any of the parties and all parties consent to the use of electronic signatures.

U. Taxes

The City of Greeley is exempt from all federal excise taxes and all Colorado State and local government sales and use taxes. Where applicable, contractor will be responsible for payment of use taxes.

V. Assignment and Delegation

Neither party to any resulting contract may assign or delegate any portion of the agreement without the prior written consent of the other party.

W. Availability of Funds

Financial obligations of the City of Greeley payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. In the event funds are not appropriated, any resulting contract will become null and void without penalty to the City.

X. Standard of Conduct

The successful firm shall be responsible for maintaining satisfactory standards of employees' competency, conduct, courtesy, appearance, honesty, and integrity, and shall be responsible for taking such disciplinary action with respect to any employee as may be necessary.

The city may request the successful firm to immediately remove from this assignment any employee found unfit to perform duties due to one or more of the following reasons:

- 1. Neglect of duty.
- 2. Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions or fighting.
- 3. Theft, vandalism, immoral conduct or any other criminal action.
- 4. Selling, consuming, possessing, or being under the influence of intoxicants, including alcohol, or illegal substances while on assignment for the city.

Agents and employees of Contractor or Consultant working in City facilities shall present a clean and neat appearance. Prior to performing any work for the City, the Contractor or Consultant shall require each of their employees to wear ID badges or uniforms identifying: the Contractor or Consultant by name, the first name of their employee and a photograph of their employee if using an ID badge. Their employee shall wear or attach the ID badge to the outer garments at all times.

Y. Damages for Breach of Contract

In addition to any other legal or equitable remedy the City may be entitled to for a breach of this Contract, if the City terminates this Contract, in whole or in part, due to Contractor's breach of any provision of this Contract, Contractor shall be liable for actual and consequential damages to the City.

Z. Other Statutes

- 1. The signatory hereto avers that he/she is familiar with Colorado Revised Statutes, 18-8-301, et seq. (Bribery and Corrupt Influence) and 18-8-401, et seq. (Abuse of Public Office) as amended, and that no violation such provisions is present.
- 2. The signatory hereto avers that to his/her knowledge, no City of Greeley employee has any personal or beneficial interest whatsoever in the service or property described herein. See CRS 24-18-201 and CRS 24-50-507.

SECTION IV. PROPOSAL SUBMISSION

Following are the response requirements for this RFP. All specific response items represent the minimum information to be submitted. Deletions or incomplete responses in terms of content or aberrations in form may, at the City's discretion, render the proposal non-responsive.

RFP responses must be emailed to purchasing@greeleygov.com. Only emails sent to purchasing@greeleygov.com will be considered as responsive to the request for proposals. DO NOT submit your RFP Response to multiple email addresses. Emails sent to other City emails will be considered as non-responsive and will not be reviewed.

Proposals shall be submitted in a single Microsoft Word or PDF file under 20MB. The Proposal must not exceed 20 total pages, excluding cover letter, index or table of contents, front and back covers, and title pages/separation tabs. Pages shall be $8 \frac{1}{2} \times 11$ inches except for up to four (4) pages of 11 x 17 inches. Eleven-point font or larger must be used for the proposal and appendices. Resumes included as an appendix are not considered part of the 20 pages.

The RFP number and Project name must be noted in the subject line, otherwise the proposal may be considered as non-responsive to the RFP.

Electronic submittals will be held, un-opened, until the time and date noted in the RFP documents or Posted addenda.

To facilitate the evaluation, offeror shall submit and organize all responses in the same order as listed in Section V. Proposals that are determined to be at a variance with this requirement may not be accepted.

Late proposals will not be accepted. It is the responsibility of the offeror to ensure that the proposal is received at the City of Greeley's Purchasing Division on or before the proposal due date and time.

SECTION V. RESPONSE FORMAT

The following items are to be included in your proposal, in the order listed. Deviation from this may render your proposal non-responsive.

A. Cover Letter

Include a cover letter introducing your company, summarizing your qualifications, and detailing any exceptions to this RFP (please note that significant exceptions may make your proposal non-responsive). This letter should also

provide principal contact information for this RFP, including address, telephone number, fax number, e-mail, and website (if applicable).

B. Use of Subcontractors/Partners

There may be areas for use of subcontractors or partners in this project. If you are utilizing this approach, your proposal must list the subcontractors/partners, their area(s) of expertise, and include all other applicable information herein requested for each subcontractor/partner. Please keep in mind that the City will contract solely with your company, therefore subcontractors/partners remain your sole responsibility.

C. Minimum Mandatory Qualifications

Include an itemized description of how your company meets each of the minimum mandatory qualifications outlined in Section II, C. Failure to meet or exceed these requirements will disqualify your response.

D. Company Information

- 1. Provide the following information as listed: Company Name, Address, Phone Number, and Names of Principals.
- 2. Identify the year in which your company was established and began providing consulting services.
- 3. Describe any pending plans to sell or merge your company.
- 4. Provide a comprehensive listing of all the services you provide.

E. Evaluation Criteria

Evaluation Criterion #1 - Company and Personnel Qualifications

- 1. Describe your customer service philosophy.
- 2. Describe your experience in potholing, identification of service line material, approach to date.
- 3. Provide information from at least three accounts of similar scope. Include, at a minimum, the following information: Company Name, 2) Contact Name, 3) Phone Number, 4) Email Address, 5) Brief description of project scope, and 6) Status of project. The City reserves the right to contact the references provided in your proposal as well as other references without prior notification to you.
- 4. Provide the names and resumes of the key personnel that will be performing the proposed services, including the primary project manager.
- 5. List the names of the subcontractors you expect to use, the services to be provided by the subcontractors and the amount of time that each is expected to spend on the project. Also, include the names and resumes of the key subcontractor personnel who will be working on the project.

Evaluation Criterion #2 - Approach to Scope of Work

- 1. Provide a planned timeline or schedule for the work. Show milestones and completion dates on the schedule, if applicable.
- 2. Describe your approach to the scope of work. Include any project approaches or ideas that you would apply to this project and that you feel would enhance the quality of your services.
- 3. Describe the methods and timeline of communication your firm will use with the city staff.
- 4. Describe how the team will handle quality control, specifically how service line identification issues would be monitored and resolved.
- 5. Describe your schedule for completing Phase 03.

Evaluation Criterion #3 - Value/Cost of Efforts

1. Provide a cost for the services and products broken down per task listed under the **Scope of Services**, above. Show a breakdown of all reimbursable expenses required to complete the work.

F. Proposal Acknowledgement

Include this form as provided in Exhibit 1.

G. Certificate of Insurance

A sample Certificate of Insurance is provided in Exhibit 3.

H. Debarment Form

Include this form as provided in Exhibit 4.

SECTION VI. EVALUATION AND AWARD

A. Proposal Evaluation

All proposals submitted in response to this RFP will be evaluated by a committee in accordance with the criteria described below. Total scores will be tabulated, and the highest ranked firm will enter into negotiations.

If the City requests presentations by short-listed offerors, committee members may revise their initial scores based upon additional information and clarification received in this phase. Please note that presentations have been tentatively scheduled per the Schedule of Events on the first page of this RFP. If your company is invited to give a presentation to the committee, these dates may not be flexible.

In preparing responses, offerors should describe in great detail how they propose to meet the specifications as detailed in the previous sections. Specific factors will be applied to proposal information to assist the City in selecting the most qualified offeror for this contract. Following are the evaluation criteria that will be used. Criteria will be assigned a points value.

Evaluation Criteria:

1.	Company and Personnel Qualifications:	30 Points
2.	Approach to Scope of Work:	30 Points
3.	Value/Cost of Efforts:	40 Points

A presentation and/or demonstration may be requested by short-listed offerors prior to award. However, a presentation/demonstration may not be required, and therefore, complete information should be submitted with your proposal.

B. Determination of Responsibility of the Offeror

The City of Greeley awards contracts to responsible vendors only. The City reserves the right to make its offeror responsibility determination at any time in this RFP process and may not make a responsibility determination for every offeror.

The City of Greeley's Municipal Code defines a "Responsible Offeror" as one who has "the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance." The City reserves the right to request information as it deems necessary to determine an offeror's responsibility. If the offeror fails to supply the requested information, the City shall base the determination of responsibility upon any available information or may find the offeror non-responsible if such failure is unreasonable.

COOPERATIVE PURCHASING STATEMENT

The City of Greeley encourages and participates in cooperative purchasing endeavors undertaken by or on behalf of other governmental jurisdictions. To the extent, other governmental jurisdictions are legally able to participate in cooperative purchasing endeavors; the City of Greeley supports such cooperative activities. Further, it is a specific requirement of this proposal or Request for Proposal that pricing offered herein to the City of Greeley may be offered by the vendor to any other governmental jurisdiction purchasing the same products. The vendor(s) must deal directly with any governmental agency concerning the placement of purchase orders, contractual disputes, invoicing, and payment. The City of Greeley shall not be liable for any costs or damages incurred by any other entity.

EXHIBIT 1 PROPOSAL ACKNOWLEDGEMENT

The offeror hereby acknowledges receipt of addenda numbers through . Falsifying this information is cause to deem your proposal nonresponsive and therefore ineligible for consideration. In addition, falsification of this information is cause to cancel a contract awarded based on one or both of the above preferences. By signing below, you agree to all terms & conditions in this RFP, except where expressly described in your cover letter. Original Signature by Authorized Officer/Agent Type or printed name of person signing Company Name Title Phone Number Vendor Mailing Address Website Address City, State, Zip Proposal Valid Until (at least for 90 days) E-Mail Address **Project Manager:** Name (Printed) Phone Number Vendor Mailing Address **Email Address**

City, State, Zip

EXHIBIT 2 SAMPLE CONTRACT

(Incorporated by Reference, Use the Link Below to View)

F24-08-076 Sample Contract.pdf

EXHIBIT 3 SAMPLE CERTIFICATE OF INSURANCE

Client#: 12170 GRECI DATE (MM/DDYYYY) ACORD. CERTIFICATE OF LIABILITY INSURANCE 05/14/2013 THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endors ent. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). ABC Insurance Company PHONE (A/C, No, Ext): (A/C, No): P. O. Box 1234 Anywhere, USA CUSTOMER ID # INSURER(S) AFFORDING COVER AGE NAIC# INSURED INSURER A: Financial Rating of A Sample Certificate INSURER B : INSURER C INSURER D INSURER E INSURER F: COVERAGES CERTIFICATE NUMBER: REVISION NUMBER THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHST ANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS POLEYESS ADDE BUBB TYPE OF INSURANCE POLICYNUM \$1,000,000 EACH OCCURRENCE X COMMERCIAL GENERAL LIABILITY PREMISES (Ea occurrence) s100.000 CLAMS-MADE X OCCUR MED EXP (Any one person) \$5,000 \$1,000,000 PERSONAL & ADVINJURY \$2,000,000 GENERAL AGGREGATE ENLAGGREGATE LIMIT APPLIES PER-POLICY PRO-ECT LOC PRODUCTS - COMPYOP AGG \$2,000,000 UTOMOBILE LIABILITY COMBINED SINGLE LIMIT \$1,000,000 (Ea accident) X ANY AUTO BODILY INJURY (Perperson) ALL OWNED AUTOR BODILY INJURY (Persocident) \$ SCHEDULED AUTOS PROPERTY DAMAGE Х HIRED AUTOS NON-OWNED AUTOS UMBRELLA LIAB EACH OCCURRENCE OCCUR EXCESS UAB CLAMS-MADE AGGREGATE DEDUCTRI E RETENTION \$
VOR KERS COMPENS ATTON X WC STATU-TORY UMITS ND EMPLOYERS' LIABILITY ANY PROPRIETORPARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? s100,000 E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE \$100,000 yes, describe under ES CRIPTION OF OPERATIONS belo E.L. DISEASE - POLICY LIMIT s500,000 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additi City of Greeley is named as Additional insured on General Liability. Waiver of subrogation is included on Work Compensation. This insurance is primary and noncontributory to insurance policies held by the City. CERTIFICATE HOLDER CANCELLATION City of Greeley SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE

THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN 1000 10th St ACCORDANCE WITH THE POLICY PROVISIONS. Greeley, CO 80631-3808 AUTHORIZED REPRESENTATIVE

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DSM

EXHIBIT 4 DEBARMENT/SUSPENSION CERTIFICATION STATEMENT

The proposer certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal, State, County, Municipal or any other department or agency thereof. The proposer certifies that it will provide immediate written notice to the City if at any time the proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstance.

DUNS # (Optional)	
lame of Organization	
.ddress	
authorized Signature	
itle	
Date	

Lead Protection Program Plan

Phase boundaries and timing are subject to changes and delays.



Phase 2

- Potholing: Winter 2023/Spring 2024

- Replacements: Spring/Summer 2024



Phase 3

- Potholing: Fall 2024

- Replacements: Winter 2024/Spring 2025



Phase 4

- Potholing: Spring/Summer 2025

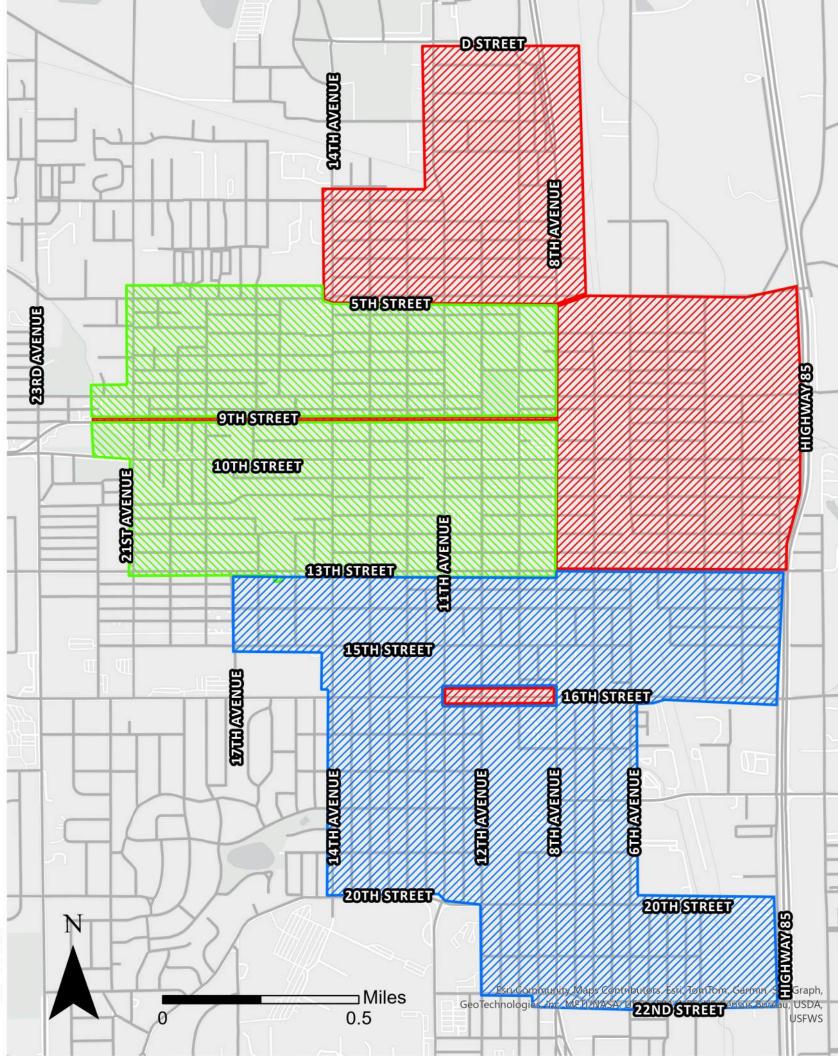
- Replacements: Summer/Fall 2025

Phase 5 includes select properties outside these phased boundaries. Potholing is scheduled for Winter 2025/Spring 2026 and replacements in Summer/Fall 2026

arise from these map products or the use thereof by any person or entity



Ine City makes no representation or warranty as to its accuracy or completeness, and in particular, its accuracy in labeling or displaying dimensions, contours, property boundaries, or placement or location of any map features thereon. THE CITY OF GREELEY MAKES NO WARRANTY OF MERCHANTABILITY OR WARRANTY FOR FITNESS OF USE FOR A PARTICULAR PURPOSE, EXPRESSED OR IMPLIED, WITH RESPECT TO THESE MAP PRODUCTS OR THE UNDERLYING DATA. Any users of these map products, map applications, or data, accepts same AS IS, WITH ALL FAULTS, and assumes all responsibility for the use thereof, and further covenants and agrees to hold the City harmless from and against all damage, loss, or liability arising from any use of this map product, in consideration of the City's having made this information available. Independent verification of all data contained herein should be obtained by any user of these map products, or the underlying data. The City disclaims, and shall not be held liable for, any and all damage, loss, or liability, whether direct, indirect, or consequential, which arises or may



Private Pothole Only

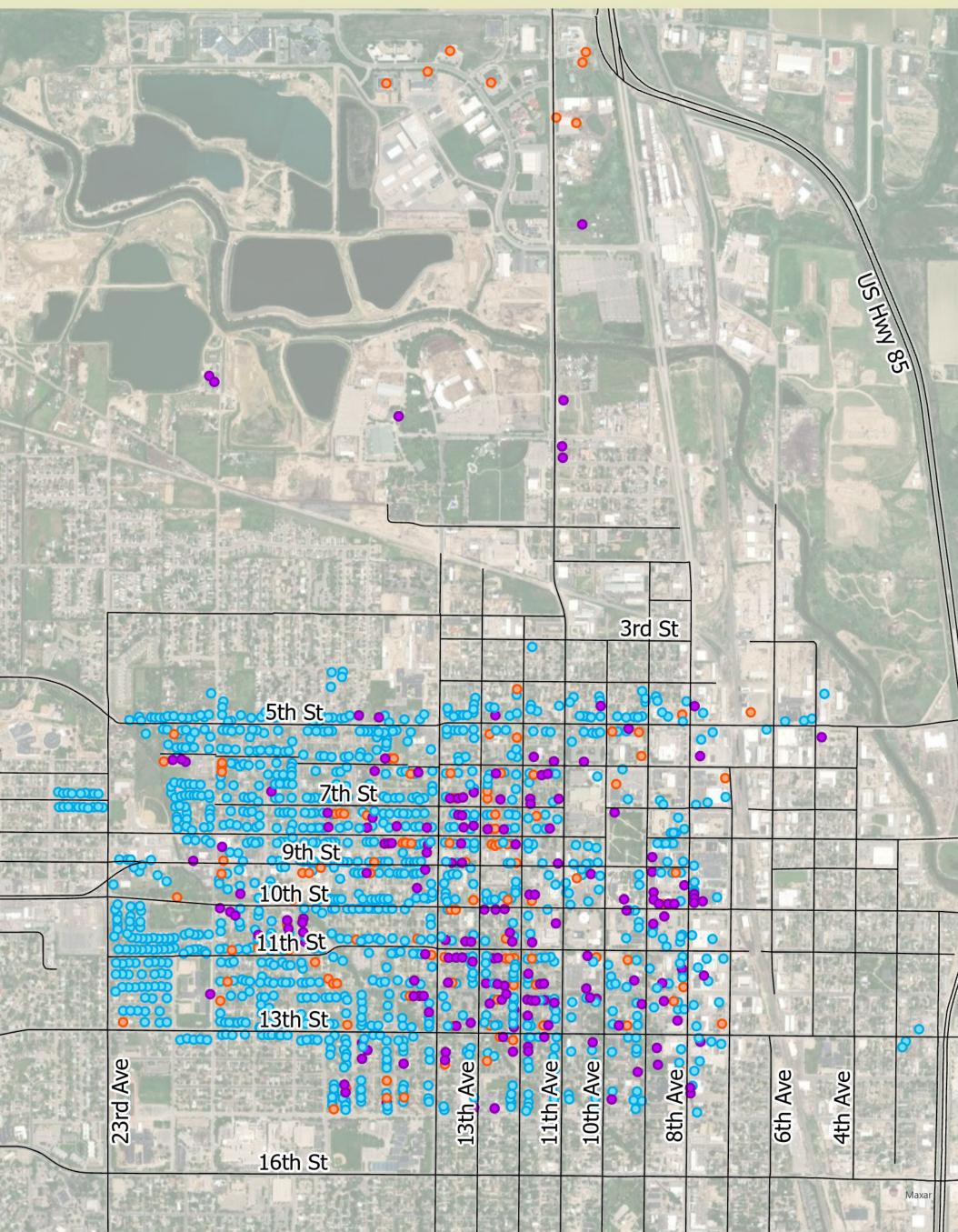
- Public Pothole Only
- Both Potholes

Phase 3 Potholing









IDENTIFIERS			POTHOLING		
accountid				Public	Private
		Number		Pothole	Pothole
				Required?	Required?
003-762407	1105 9TH ST	1105	9TH ST	Yes	Yes
031-803146	2220 9TH ST	2220	9TH ST	no	Yes
002-801731	419 13TH AVE	419	13TH AVE	No	Yes
003-807106	1124 7TH ST	1124	7TH ST	Yes	No
004-743423	1312 11TH ST	1312	11TH ST	Yes	Yes
004-803988	1218 10TH ST	1218	10TH ST	Yes	Yes
001-820671	1472 N 11TH AVE	1472	N 11TH AV	Yes	yes
001-819012	1442 N 11TH AVE	1442	N 11TH AV	Yes	yes
001-818770	1390 N 17TH AVE	1390	N 17TH AV	Yes	yes
031-818489	608 21ST AVE	608	21ST AVE	Yes	yes
031-818723	612 21ST AVE	612	21ST AVE	Yes	yes
001-818649	1300 N 17TH AVE	1300	N 17TH AV	Yes	yes
031-818254	604 21ST AVE	604	21ST AVE	Yes	yes
001-817293	1228 N 11TH AVE	1228	N 11TH AV	Yes	yes
001-817367	1228 N 11TH AVE	1228	N 11TH AV	Yes	yes
001-818211	1401 N 17TH AVE	1401	N 17TH AV	Yes	yes
030-817263	1445 6TH ST	1445	6TH ST	Yes	yes
030-817264	1441 6TH ST	1441	6TH ST	Yes	yes
003-813920	903 6TH ST	903	6TH ST	Yes	yes
003-813209	505 9TH AVE	505	9TH AVE	Yes	yes
028-811510	1403 15TH AVE	1403	15TH AVE	Yes	yes
002-808438	408 14TH AVE	408	14TH AVE	No	yes
031-761842	2130 8TH ST	2130	8TH ST	No	yes
001-808891	1309 N 17TH AVE	1309	N 17TH AV	No	yes
045-806835	2301 7TH ST	2301	7TH ST	No	yes
001-806175	1450 N 12TH AVE	1450	N 12TH AV	No	yes
001-801678	1399 N 17TH AVE	1399	N 17TH AV	Yes	yes
001-805601	1311 N 17TH AVE	1311	N 17TH AV	No	yes
001-806987	1301 N 17TH AVE	1301	N 17TH AV	yes	yes
004-805032	1117 11TH AVE	1117	11TH AVE	No	yes
005-805243	1300 9TH AVE	1300	9TH AVE	No	yes
800-801356	2200 10TH ST	2200	10TH ST	Yes	yes
001-804482	1400 N 17TH Ave	1400	N 17TH Av	No	yes
001-804487	1402 N 17TH Ave	1402	N 17TH Av	No	yes
004-800289	1223 13TH AVE	1223	13TH AVE	No	yes
001-803623	1232 N 11TH AVE	1232	N 11TH AV	No	yes
004-800093	1109 13TH ST	1109	13TH ST	Yes	Yes
003-745590	1127 9TH ST	1127	9TH ST	No	yes
031-742222	2141 9TH ST	2141	9TH ST	No	yes
003-807512	1112 6TH ST	1112	6TH ST	Yes	Yes
002-801567	403 12TH AVE	403	12TH AVE	Yes	yes
002-809116	425 11TH AVE	425	11TH AVE	No	yes

				1	T
028-705122	2216 13TH ST	2216	13TH ST	No	yes
005-798282	1407 8TH AVE	1407	8TH AVE	No	yes
004-795720	1020 9TH ST	1020	9TH ST	Yes	yes
031-799637	2110 6TH ST	2110	6TH ST	No	yes
031-794546	1912 6TH ST	1912	6TH ST	No	yes
003-797790	609 8TH AVE	609	8TH AVE	No	yes
003-791849			9TH ST	No	yes
	1212 9TH ST		9TH ST	No	yes
	1212 9TH ST		9TH ST	No	yes
	1022 20TH AVE		20TH AVE	No	yes
	2126 5TH ST		5TH ST	Yes	yes
	1901 1/2 5TH ST		5TH ST	No	yes
	808 12TH AVE		12TH AVE		Yes
	2204 13TH ST		13TH ST	No	
	2210 13TH ST		13TH ST	No	yes
	517 21ST AVE		21ST AVE		yes
				No	yes
	523 21ST AVE		21ST AVE	No	yes
	2109 6TH ST		6TH ST	No	yes
	1211 7TH ST		7TH ST	No	yes
	1324 7TH ST		7TH ST	No	yes
	1330 7TH ST		7TH ST	No	yes
	1227 9TH ST		9TH ST	No	yes
011-784338	701 13TH ST	701	13TH ST	Yes	yes
002-808317	418 14TH AVE	418	14TH AVE	No	yes
003-806961	1129 6TH ST	1129	6TH ST	No	yes
004-817944	1223 11TH ST		11TH ST	No	yes
030-807029	1430 5TH ST	1430	5TH ST	No	yes
004-807424	1214 12TH ST	1214	12TH ST	Yes	Yes
004-781754	1009 13TH AVE	1009	13TH AVE	No	yes
003-782475	919 7TH ST	919	7TH ST	Yes	yes
031-763039	2105 9TH ST	2105	9TH ST	No	yes
031-818859	2150 6TH ST	2150	6TH ST	Yes	yes
004-801876	912 12TH ST	912	12TH ST	No	yes
004-780529	1313 10TH ST	1313	10TH ST	No	yes
010-760730	615 7TH ST	615	7TH ST	No	yes
003-760684	1119 6TH ST	1119	6TH ST	No	yes
10-802013	518 6TH STREET	518	6TH ST	No	yes
001-768634	542 N 11TH AVE		N 11TH AV		yes
029-803519	2241 13TH ST		13TH ST	Yes	yes
011-766003	721 13TH ST		13TH ST	No	yes
031-757276	601 21ST AVE		21ST AVE	No	yes
030-808493	1407 6TH ST		6TH ST	No	yes
005-766089	928 13TH ST		13TH ST	No	yes
029-750633			13TH ST	No	yes
031-808804	516 20TH AVE		20TH AVE	No	
004-762571	1314 9TH ST		9TH ST	No	yes
					yes
029-804308	1416 12TH ST	1416	12TH ST	Yes	Yes

024 762000	24.24 0711 67	2424	OTIL CT		1
	2131 9TH ST		9TH ST	No	yes
	1331 9TH ST	-	9TH ST	No	yes
	1019 10TH AVE		10TH AVE		yes
	925 11TH AVE		11TH AVE		yes
	2202 12TH STREET RD	-	12TH STRE		yes
	2241 12TH STREET RD	-	12TH STRE	No	yes
	2230 13TH ST		13TH ST	No	yes
	2235 13TH ST		13TH ST	No	yes
029-803587	2227 13TH ST	2227	13TH ST	No	yes
003-756245	705 13TH AVE		13TH AVE		Yes
028-744365	1442 16TH AVENUE CT	1442	16TH AVE	Yes	yes
031-750818	616 20TH AVE	616	20TH AVE	No	yes
031-808332	621 20TH AVE	621	20TH AVE	No	yes
031-762970	1922 9TH ST	1922	9TH ST	No	yes
031-763160	2227 9TH ST	2227	9TH ST	No	yes
031-750819	620 20TH AVE	620	20TH AVE	No	yes
031-805451	1919 8TH ST	1919	8TH ST	No	yes
031-781983	700 21ST AVENUE CT	700	21ST AVEN	yes	Yes
031-781991	703 21ST AVENUE CT	703	21ST AVEN	yes	Yes
004-755486	1105 11TH AVE	1105	11TH AVE	No	Yes
004-755508	1220 11TH AVE	1220	11TH AVE	No	Yes
004-765392	1200 11TH AVE	1200	11TH AVE	No	Yes
029-800775	2244 11TH ST	2244	11TH ST	No	Yes
029-736605	2232 12TH STREET RD	2232	12TH STRE	No	Yes
029-800240	2240 12TH STREET RD	2240	12TH STRE	No	Yes
029-802655	2208 12TH STREET RD	2208	12TH STRE	No	Yes
029-806040	2219 13TH ST	2219	13TH ST	No	Yes
031-782009	704 21ST AVENUE CT	704	21ST AVEN	yes	Yes
031-782270	708 21ST AVENUE CT	708	21ST AVEN	yes	Yes
031-782289	711 21ST AVENUE CT	711	21ST AVEN	yes	Yes
031-782297	715 21ST AVENUE CT	715	21ST AVEN	yes	Yes
031-782300	714 21ST AVENUE CT		21ST AVEN		Yes
031-782378	720 21ST AVENUE CT		21ST AVEN		Yes
031-782394	721 21ST AVENUE CT	721	21ST AVEN	yes	Yes
004-762350	1008 9TH ST		9TH ST	Yes	Yes
029-806315	1456 10TH ST		10TH ST	No	Yes
	2202 11TH ST		11TH ST	No	Yes
	2248 11TH ST		11TH ST	No	Yes
	2214 11TH ST	.	11TH ST	No	Yes
029-750925	2220 12TH STREET RD		12TH STRE		Yes
028-806532	2114 13TH ST		13TH ST	No	Yes
-	2209 13TH ST		13TH ST	No	Yes
	920 19TH AVE		19TH AVE	No	Yes
	1327 8TH ST		8TH ST	No	Yes
004-762644	1330 9TH ST		9TH ST	No	Yes
-	1539 5TH ST		5TH ST	Yes	Yes
	1010 5TH ST		5TH ST	No	Yes
202 / 00110	11010 2111 21	1010	211121	110	103

029-751177	2208 11TH ST	2208	11TH ST	No	Yes
029-805199	2238 11TH ST	2238	11TH ST	No	Yes
029-736591	2215 12TH ST	2215	12TH ST	No	Yes
029-751247	2208 12TH ST	2208	12TH ST	No	Yes
029-751248	2234 12TH ST	2234	12TH ST	No	Yes
029-751327	2244 12TH ST	2244	12TH ST	No	Yes
029-765538	2238 12TH ST	2238	12TH ST	No	Yes
029-805615	2222 12TH ST	2222	12TH ST	No	Yes
029-806349	2228 12TH ST	2228	12TH ST	No	Yes
029-807088	2201 12TH ST	2201	12TH ST	No	Yes
	2204 12TH ST		12TH ST	No	Yes
	2209 12TH ST		12TH ST	No	Yes
	2227 12TH ST		12TH ST	No	Yes
	2245 12TH ST		12TH ST	No	Yes
	2230 12TH STREET RD		12TH STRE		Yes
	2217 12TH STREET RD		12TH STRE		Yes
	2203 12TH STREET RD		12TH STRE		Yes
	1512 13TH ST		13TH ST	No	Yes
	2203 13TH ST		13TH ST	No	Yes
	1512 13TH ST		13TH ST	No	Yes
	2135 6TH ST		6TH ST	No	Yes
	1449 6TH ST		6TH ST	Yes	Yes
	1429 8TH ST		8TH ST	Yes	Yes
	1129 7TH ST		7TH ST	Yes	Yes
	2220 11TH ST		11TH ST	No	Yes
	2232 11TH ST		11TH ST	No	Yes
	1818 12TH ST		12TH ST	No	Yes
	1908 12TH ST		12TH ST	No	Yes
	909 19TH AVE		19TH AVE	No	Yes
	1014 20TH AVE		20TH AVE		Yes
	1001 22ND AVE		22ND AVE		Yes
	2116 7TH STREET RD		7TH STREE		Yes
	1025 9TH AVE		9TH AVE	No	Yes
	2122 9TH ST		9TH ST	No	Yes
002-756202	420 13TH AVE	420	13TH AVE	No	Yes
005-756377	1315 13TH AVE		13TH AVE		Yes
005-807907	1407 13TH AVE	1407	13TH AVE	No	Yes
028-806623	2124 13TH ST	2124	13TH ST	No	Yes
028-806646	2118 13TH ST	2118	13TH ST	No	Yes
029-751397	1220 21ST AVE	1220	21ST AVE	No	Yes
031-818840	616 21ST AVE	616	21ST AVE	No	Yes
029-806620	1017 22ND AVE	1017	22ND AVE	No	Yes
031-730534	1829 6TH ST	1829	6TH ST	No	Yes
031-808704	1823 6TH STREET RD	1823	6TH STREE	No	Yes
031-751401	2129 7TH STREET RD	2129	7TH STREE	No	Yes
031-800231	2128 7TH STREET RD	2128	7TH STREE	No	Yes
031-800535	2108 7TH STREET RD	2108	7TH STREE	No	Yes
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031-800536	2120 7TH STREET RD		7TH STREE		Yes
031-803617	2124 7TH STREET RD	2124	7TH STREE	No	Yes
031-806721	2132 7TH STREET RD	2132	7TH STREE	No	Yes
004-790133	1215 8TH AVE	1215	8TH AVE	No	Yes
030-809887	1419 8TH ST	1419	8TH ST	No	Yes
004-783668	1020 9TH AVE	1020	9TH AVE	No	Yes
031-763012	2019 9TH ST	2019	9TH ST	Yes	Yes
	1919 9TH ST	!	9TH ST	No	Yes
	1401 9TH ST	1	9TH ST	Yes	Yes
	2120 5TH ST		5TH ST	No	Yes
	508 20TH AVE		20TH AVE		Yes
	2005 9TH ST	1	9TH ST	Yes	No
	917 10TH AVE	1	10TH AVE		Yes
	901 10TH AVE	1		No	Yes
	2251 12TH ST		12TH ST	No	Yes
	1519 12TH ST		12TH ST	No	Yes
	1312 13TH AVE		13TH AVE		Yes
	1028 13TH AVE		13TH AVE		Yes
	1101 13TH AVE		13TH AVE		Yes
	1107 13TH AVE	1	13TH AVE		Yes
004-756326	1109 13TH AVE	1109	13TH AVE	No	Yes
028-802454	2100 13TH ST	2100	13TH ST	No	Yes
028-806496	2106 13TH ST	2106	13TH ST	No	Yes
029-806457	1813 13TH ST	1813	13TH ST	No	Yes
003-761672	1202 8TH ST	1202	8TH ST	Yes	Yes
031-751400	2121 7TH STREET RD	2121	7TH STREE	No	Yes
031-751418	2125 7TH STREET RD	2125	7TH STREE	No	Yes
031-806707	2109 7TH STREET RD	2109	7TH STREE	No	Yes
031-806717	2117 7TH STREET RD	2117	7TH STREE	No	Yes
031-806808	2112 7TH STREET RD	2112	7TH STREE	No	Yes
031-806833	2136 7TH STREET RD	2136	7TH STREE	No	Yes
004-752592	1201 8TH AVE	1201	8TH AVE	No	Yes
031-804323	1814 8TH ST	1	8TH ST	No	Yes
031-762911	1825 9TH ST	1825	9TH ST	No	Yes
	2001 9TH ST	1	9TH ST	No	Yes
	2124 10TH STREET RD	1	10TH STRE		Yes
	1706 9TH ST	1	9TH ST	Yes	No
	1624 12TH ST	1	12TH ST	No	Yes
003-806747	709 13TH AVE	1	13TH AVE		Yes
	1222 13TH AVE	1		No	Yes
028-806116	1818 13TH ST		13TH ST	No	Yes
	1222 15TH AVE		15TH AVE		
		1			Yes
	611 16TH AVE		16TH AVE		Yes
	615 16TH AVE	1	16TH AVE		Yes
	1430 16TH AVENUE CT	1	16TH AVEN		Yes
	407 16TH AVENUE CT	1	16TH AVEN		Yes
032-747097	400 16TH AVENUE CT	400	16TH AVEN	No	Yes

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-	401 16TH AVENUE CT		16TH AVEN		Yes
	402 16TH AVENUE CT		16TH AVEN		Yes
	713 18TH AVE		18TH AVE		Yes
031-756970		_	18TH AVE	_	Yes
-	1005 22ND AVE		22ND AVE		Yes
	1010 22ND AVENUE CT		22ND AVE		Yes
029-751541			22ND AVE		Yes
	2003 6TH ST		6TH ST	No	Yes
030-804975	1529 7TH ST		7TH ST	No	Yes
031-806679	1803 7TH ST		7TH ST	No	Yes
031-751409			7TH STREE		Yes
-	1011 9TH AVE		9TH AVE	No	Yes
	1015 9TH AVE		9TH AVE	No	Yes
004-763578			10TH ST	No	Yes
	2118 10TH STREET RD		10TH STRE		Yes
031-804538			5TH ST	No	Yes
	1716 9TH ST		9TH ST	Yes	No
028-803037	1700 13TH ST		13TH ST	No	Yes
029-751629			13TH ST	No	Yes
031-800032					Yes
029-806112			19TH AVE		Yes
	1011 22ND AVENUE CT		22ND AVE		Yes
030-804418			6TH ST	No	Yes
030-801815			7TH ST	No	Yes
045-806813			7TH ST	No	Yes
031-751402			7TH STREE		Yes
	1113 8TH AVE		8TH AVE	Yes	Yes
031-751242			8TH ST	No	Yes
031-800967	1815 8TH ST		8TH ST	No	Yes
031-802971	1914 8TH ST		8TH ST	No	Yes
030-762776			9TH ST	No	Yes
004-763586	912 10TH ST		10TH ST	Yes	Yes
029-806111			10TH STRE		Yes
029-743458			11TH ST	No	Yes
031-760315	1828 5TH ST		5TH ST	No	Yes
031-803055	2204 5TH ST		5TH ST	No	Yes
004-803475	1115 13TH ST		13TH ST	Yes	No
029-735137	2105 11TH ST		11TH ST	No	Yes
029-735145	2109 11TH ST		11TH ST	No	Yes
029-744608	2207 11TH ST		11TH ST	No	Yes
029-805198			11TH ST	No	Yes
029-805229	2221 11TH ST		11TH ST	No	Yes
011-750942			12TH ST	No	Yes
029-750914	1610 12TH ST		12TH ST	No	Yes
ABD-754021			12TH ST	No	Yes
028-806375	1620 13TH ST		13TH ST	No	Yes
028-751585	1712 13TH ST	1712	13TH ST	No	Yes

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	1706 13TH ST	+	13TH ST	No	Yes
	1812 13TH ST	_	13TH ST	No	Yes
	1617 13TH ST	1	13TH ST	No	Yes
028-735722	1426 16TH AVENUE CT	1426	16TH AVEN	No	Yes
028-735730	1422 16TH AVENUE CT	1422	16TH AVEN	No	Yes
028-735749	1414 16TH AVENUE CT	1414	16TH AVEN	No	Yes
028-739221	1438 16TH AVENUE CT	1438	16TH AVEN	No	Yes
028-746899	1306 16TH AVENUE CT	1306	16TH AVEN	No	Yes
028-751474	1310 16TH AVENUE CT	1310	16TH AVEN	No	Yes
028-756911	1434 16TH AVENUE CT	1434	16TH AVEN	No	Yes
031-806693	701 21ST AVE	701	21ST AVE	No	Yes
031-806736	705 21ST AVE	705	21ST AVE	No	Yes
031-806757	709 21ST AVE	709	21ST AVE	No	Yes
029-750734	1019 22ND AVENUE CT	1019	22ND AVEI	No	Yes
029-806674	1005 22ND AVENUE CT	1005	22ND AVEI	No	Yes
029-808575	1017 22ND AVENUE CT	1017	22ND AVEI	No	Yes
	1819 6TH ST	1819	6TH ST	No	Yes
	2309 7TH ST		7TH ST	No	Yes
	2333 7TH ST	+	7TH ST	No	Yes
	2317 7TH ST		7TH ST	No	Yes
	2313 7TH ST		7TH ST	No	Yes
	2337 7TH ST		7TH ST	No	Yes
	2341 7TH ST		7TH ST	No	Yes
	2345 7TH ST		7TH ST	No	Yes
	2305 7TH ST		7TH ST	No	Yes
	1416 8TH ST	+	8TH ST	No	Yes
	2109 8TH ST		8TH ST	No	Yes
	1715 9TH ST	+	9TH ST	No	Yes
	2159 9TH ST		9TH ST	No	Yes
	1702 10TH ST		10TH ST	No	Yes
	2138 10TH STREET RD		10TH STRE		Yes
	2146 10TH STREET RD	+	10TH STRE		Yes
	1503 7TH ST	1		Yes	
			7TH ST		No
	1800 7TH ST	+	7TH ST	No	Yes
030-762822	1722 9TH ST		9TH ST	Yes	No
	1118 10TH AVE	+		No	Yes
	2201 11TH ST	1	11TH ST	No	Yes
	2115 11TH ST		11TH ST	No	Yes
	2229 11TH ST	+	11TH ST	No	Yes
029-805087	2211 11TH ST		11TH ST	No	Yes
	931 11TH ST	+	11TH ST	No	Yes
	1920 12TH ST	+	12TH ST	No	Yes
	1718 13TH ST	+	13TH ST	No	Yes
	1908 13TH ST	+	13TH ST	No	Yes
028-802034	1317 16TH AVE	+		No	Yes
029-733096	1116 19TH AVE	1116	19TH AVE	No	Yes
029-806134	1122 19TH AVE	1122	19TH AVE	No	Yes

021 701461	70F 10TH AVE	705	10TH AVE	No	Vos
	705 19TH AVE		19TH AVE		Yes
	628 19TH AVE		19TH AVE		Yes
	1036 22ND AVENUE CT	-	22ND AVE		Yes
	1021 22ND AVENUE CT		22ND AVE		Yes
	1805 6TH ST		6TH ST	No	Yes
	1818 6TH ST	.	6TH ST	No	Yes
	2006 7TH ST		7TH ST	No	Yes
031-807568	1808 7TH ST	1808	7TH ST	No	Yes
045-742338	2344 7TH ST	2344	7TH ST	No	Yes
045-800230	2340 7TH ST	2340	7TH ST	No	Yes
045-806497	2334 7TH ST	2334	7TH ST	No	Yes
045-806787	2330 7TH ST	2330	7TH ST	No	Yes
004-752320	931 8TH AVE	931	8TH AVE	No	Yes
031-734963	2102 8TH ST	2102	8TH ST	No	Yes
031-806766	2106 8TH ST	2106	8TH ST	No	Yes
031-806828	1806 8TH ST	1806	8TH ST	No	Yes
030-737016	1709 9TH ST	1709	9TH ST	No	Yes
029-740408	2134 10TH STREET RD	2134	10TH STRE	No	Yes
	1128 11TH ST	-	11TH ST	No	Yes
	2225 11TH ST		11TH ST	No	Yes
	2119 11TH ST		11TH ST	No	Yes
	2241 11TH ST		11TH ST	No	Yes
	2233 11TH ST		11TH ST	No	Yes
	1937 11TH ST		11TH ST	No	Yes
	1721 12TH ST	-	12TH ST	No	Yes
	1830 12TH ST		12TH ST	No	Yes
	415 13TH AVE		13TH AVE		Yes
	1110 13TH AVE		13TH AVE	No	Yes
	1116 13TH AVE	-	13TH AVE	No	Yes
	1802 13TH ST		13TH ST	No	Yes
	1806 13TH ST			No	Yes
	1924 13TH ST	.	13TH ST	No	Yes
	1918 13TH ST		13TH ST	No	Yes
	1930 13TH ST		13TH ST	No	Yes
	1828 13TH ST		13TH ST	No	
	1715 13TH ST				Yes
029-751579 029-751630	1711 13TH ST		13TH ST	No No	Yes
			13TH ST		Yes
	1719 13TH ST		13TH ST	No	Yes
	1905 13TH ST	-	13TH ST	No	Yes
	1521 13TH ST		13TH ST	No	Yes
029-806400	1613 13TH ST		13TH ST	No	Yes
	1919 13TH ST		13TH ST	No	Yes
	1822 13TH ST		13TH ST	No	Yes
	604 15TH AVENUE CT		15TH AVEN		Yes
	1422 16TH AVE		16TH AVE		Yes
	601 18TH AVE		18TH AVE		Yes
031-803390	617 18TH AVE	617	18TH AVE	No	Yes

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031-806824			18TH AVE		Yes
031-806981	605 18TH AVE		18TH AVE		Yes
	613 18TH AVE		18TH AVE		Yes
029-735870			19TH AVE		Yes
031-751508	625 19TH AVE	625	19TH AVE	No	Yes
031-802402	639 19TH AVE	639	19TH AVE	No	Yes
029-736737	1035 21ST AVE	1035	21ST AVE	No	Yes
029-757292	1002 21ST AVE	1002	21ST AVE	Yes	Yes
029-798274	1002 21ST AVE	1002	21ST AVE	Yes	Yes
029-768588	1201 21ST AVE	1201	21ST AVE	Yes	Yes
029-805450	1020 21ST AVE	1020	21ST AVE	No	Yes
029-806804	1010 21ST AVE	1010	21ST AVE	No	Yes
032-745434	430 21ST AVE	430	21ST AVE	No	Yes
031-806715	624 21ST AVE	624	21ST AVE	No	Yes
029-801832	1023 22ND AVE	1023	22ND AVE	No	Yes
029-802403	1042 22ND AVE	1042	22ND AVE	No	Yes
029-736257	1024 22ND AVENUE CT	1024	22ND AVEI	No	Yes
029-807309	1001 22ND AVENUE CT	1001	22ND AVEI	No	Yes
003-751221	1051 6TH ST	1051	6TH ST	Yes	Yes
	1721 6TH ST		6TH ST	No	Yes
	1701 6TH ST		6TH ST	No	Yes
	1607 6TH ST		6TH ST	No	Yes
	1425 6TH ST		6TH ST	No	Yes
	1705 6TH ST		6TH ST	No	Yes
030-806697			6TH ST	No	Yes
	1809 6TH ST		6TH ST	No	Yes
	1816 6TH STREET RD		6TH STREE	_	Yes
-	1808 6TH STREET RD		6TH STREE		Yes
	1811 6TH STREET RD		6TH STREE		Yes
	1812 6TH STREET RD		6TH STREE		Yes
	1815 6TH STREET RD		6TH STREE		Yes
031-808703	1818 6TH STREET RD		6TH STREE		Yes
	1713 7TH ST		7TH ST	No	Yes
030-750822			7TH ST	No	Yes
030-730822	1708 7TH ST		7TH ST	No	Yes
030-801814	1709 7TH ST		7TH ST	No	Yes
030-802783	1705 7TH ST		711131 7TH ST	No	Yes
030-807355			7TH ST	No	Yes
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031-751621	1804 7TH ST 1914 7TH ST		7TH ST 7TH ST	No	Yes
031-802610				No	Yes
031-802611	1910 7TH ST		7TH ST	No	Yes
031-806627	1812 7TH ST		7TH ST	No	Yes
031-806760			7TH ST	No	Yes
031-807397	2011 7TH ST		7TH ST	No	Yes
031-731026	1918 7TH ST		7TH ST	No	Yes
045-806577	2306 7TH ST		7TH ST	No	Yes
045-806578	2302 7TH ST	2302	7TH ST	No	Yes

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045-806659	2310 7TH ST	2310	7TH ST	No	Yes
045-806660	2320 7TH ST	2320	7TH ST	No	Yes
045-806817	2324 7TH ST	2324	7TH ST	No	Yes
045-806827	2314 7TH ST	2314	7TH ST	No	Yes
002-809959	401 8TH AVE	401	8TH AVE	No	Yes
031-734319	1915 8TH ST	1915	8TH ST	No	Yes
	1910 8TH ST		8TH ST	No	Yes
	2100 10TH STREET RD		10TH STRE		Yes
009-788546			5TH ST	Yes	No
	1708 5TH ST		5TH ST	No	Yes
	1716 5TH ST		5TH ST	No	Yes
	1415 5TH ST		5TH ST	No	Yes
	2011 5TH ST		5TH ST	No	Yes
	1620 5TH ST		5TH ST	No	Yes
	1923 13TH ST		13TH ST	No	Yes
	1930 11TH ST			No	Yes
			11TH ST		
	1831 13TH ST		13TH ST	No	Yes
	1414 13TH ST		13TH ST	No	Yes
	1909 13TH ST		13TH ST	No	Yes
	1821 13TH ST		13TH ST	No	Yes
	1831 13TH ST		13TH ST	No	Yes
	1913 13TH ST		13TH ST	No	Yes
031-806777	1915 7TH ST	1915	7TH ST	No	Yes
029-807125	1809 13TH ST	1809	13TH ST	No	Yes
029-734254	1219 16TH AVE	1219	16TH AVE	No	Yes
029-804488	1220 18TH AVE	1220	18TH AVE	No	Yes
031-806935	623 21ST AVE	623	21ST AVE	No	Yes
030-803518	1617 6TH ST	1617	6TH ST	No	Yes
031-806774	1911 7TH ST	1911	7TH ST	No	Yes
030-800499	1717 7TH ST	1717	7TH ST	No	Yes
031-806768	1815 7TH ST	1815	7TH ST	No	Yes
032-749995	1705 5TH ST	1705	5TH ST	No	Yes
004-764787	1203 11TH ST	1203	11TH ST	Yes	Yes
029-806621	2202 10TH STREET RD	2202	10TH STRE	No	Yes
032-760242	1725 5TH ST	1725	5TH ST	No	Yes
032-760331	1913 5TH ST	1913	5TH ST	No	Yes
	2235 5TH ST		5TH ST	No	Yes
	2245 11TH ST		11TH ST	No	Yes
	1804 11TH ST		11TH ST	No	Yes
	717 12TH ST		12TH ST	No	Yes
028-737520	1614 13TH ST		13TH ST	No	Yes
	1931 13TH ST		13TH ST	No	Yes
	1323 14TH AVE		14TH AVE		Yes
	514 15TH AVENUE CT		15TH AVEN		Yes
029-806245	1222 16TH AVE		16TH AVE		Yes
030-806649	522 16TH AVE		16TH AVE		
					Yes
031-807646	1918 6TH ST	1918	6TH ST	No	Yes

021 010020	2420 CTU CT	2120	CTLLCT	Voc	Voc
	2120 6TH ST		6TH ST	Yes	Yes
	1919 7TH ST		7TH ST	No	Yes
	1309 8TH AVE		8TH AVE	No	Yes
	1925 8TH ST		8TH ST	No	Yes
	415 9TH AVE		9TH AVE	No	Yes
031-762881	1817 9TH ST		9TH ST	No	Yes
029-806142	2212 10TH STREET RD	2212	10TH STRE	No	Yes
029-806180	2208 10TH STREET RD	2208	10TH STRE	No	Yes
029-806300	2110 10TH STREET RD	2110	10TH STRE	No	Yes
029-806692	2114 10TH STREET RD	2114	10TH STRE	No	Yes
032-760218	1701 5TH ST	1701	5TH ST	No	Yes
032-747976	2203 5TH ST	2203	5TH ST	No	Yes
FUT-970131	903 5TH ST	903	5TH ST	No	Yes
029-805125	2217 11TH ST	2217	11TH ST	No	Yes
029-744551	1918 11TH ST	1918	11TH ST	No	Yes
029-744586	1920 11TH ST	1920	11TH ST	No	Yes
029-806360	1927 13TH ST	1927	13TH ST	No	Yes
030-756857	710 15TH AVENUE CT	710	15TH AVEN	No	Yes
029-806247	1202 16TH AVE	1202	16TH AVE	No	Yes
031-713001	721 19TH AVE	721	19TH AVE	No	Yes
031-750909	930 19TH AVE	930	19TH AVE	No	Yes
	914 20TH AVE		20TH AVE		Yes
	412 21ST AVE		21ST AVE	No	Yes
	1033 22ND AVENUE CT		22ND AVEI		Yes
	1608 6TH ST		6TH ST	No	Yes
031-805148			6TH ST	No	Yes
	1230 7TH ST		7TH ST	No	Yes
	1907 8TH ST		8TH ST	No	Yes
	1923 9TH ST		9TH ST	No	Yes
	2112 5TH ST		5TH ST	No	Yes
031-807570			5TH ST	No	Yes
	2209 9TH ST		9TH ST	No	Yes
	1710 11TH ST		11TH ST	Yes	No
	1828 11TH ST		11TH ST	No	Yes
029-805025	1820 11TH ST		11TH ST	No	Yes
	1809 11TH ST		1111131 11TH ST	No	Yes
	1325 13TH ST		13TH ST	No	Yes
-	601 15TH AVENUE CT		15TH AVEN		
					Yes
	521 15TH AVENUE CT		15TH AVEN		Yes
	1425 16TH AVE		16TH AVE		Yes
-	605 16TH AVE		16TH AVE		Yes
	1110 18TH AVE		18TH AVE		Yes
	1025 18TH AVE		18TH AVE		Yes
	1023 18TH AVE		18TH AVE		Yes
	912 19TH AVE		19TH AVE		Yes
	410 21ST AVE		21ST AVE	No	Yes
030-800768	1533 6TH ST	1533	6TH ST	No	Yes

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	1525 6TH ST		6TH ST	No	Yes
	2000 6TH ST		6TH ST	No	Yes
	2015 6TH ST		6TH ST	No	Yes
	2006 6TH ST	+	6TH ST	No	Yes
031-806765	2001 8TH ST	2001	8TH ST	No	Yes
031-806809	1906 8TH ST	1906	8TH ST	No	Yes
030-717724	1703 9TH ST	1703	9TH ST	No	Yes
030-762814	1719 9TH ST	1719	9TH ST	No	Yes
031-762865	1800 9TH ST	1800	9TH ST	No	Yes
031-762873	1810 9TH ST	1810	9TH ST	No	Yes
031-802527	2221 9TH ST	2221	9TH ST	No	Yes
004-801319	1311 11TH ST	1311	11TH ST	Yes	Yes
032-760293	1823 5TH ST	1823	5TH ST	No	yes
030-806351	1520 5TH ST	1520	5TH ST	No	Yes
004-763446	811 10TH ST	811	10TH ST	Yes	No
009-759929	503 5TH ST	503	5TH ST	No	Yes
029-805116	1818 11TH ST	1818	11TH ST	No	Yes
	1222 11TH ST		11TH ST	Yes	Yes
	1429 13TH ST	+	13TH ST	No	Yes
	509 15TH AVENUE CT		15TH AVEN		Yes
	702 18TH AVE		18TH AVE		Yes
	929 19TH AVE	_	19TH AVE		Yes
	501 21ST AVE	+	21ST AVE	No	Yes
	1616 7TH ST		7TH ST	No	Yes
	1708 10TH ST		10TH ST	No	Yes
	1231 12TH AVE	+	12TH AVE		Yes
	1215 12TH AVE		12TH AVE	Yes	Yes
	509 5TH ST	+	5TH ST	No	Yes
	1524 5TH ST	-	5TH ST	No	Yes
	1700 5TH ST	+	5TH ST	No	Yes
030-803288		+	5TH ST	No	Yes
	1618 5TH ST		5TH ST	No	Yes
	1528 5TH ST		5TH ST	No	
	2117 5TH ST		5TH ST		Yes
				No	Yes
	818 12TH ST	_	12TH ST	Yes	Yes
	1216 12TH ST	+	12TH ST	Yes	Yes
	1601 6TH ST	+	6TH ST	No	Yes
	913 13TH AVE		13TH AVE		Yes
	512 15TH AVENUE CT	_	15TH AVEN		Yes
	812 18TH AVE		18TH AVE		Yes
	625 20TH AVE		20TH AVE		Yes
031-763136			9TH ST	No	Yes
003-800209	705 12TH AVE		12TH AVE		Yes
	424 14TH AVE		14TH AVE		Yes
030-801240	617 15TH AVENUE CT	+	15TH AVEN		Yes
	621 21ST AVE		21ST AVE	No	Yes
029-803713	1819 11TH ST	1819	11TH ST	No	Yes

000 706405	4004 40711 67	1001	4071167	I	lv.
-	1801 12TH ST		12TH ST	No	Yes
	1325 11TH ST		11TH ST	No	Yes
	706 12TH AVE		12TH AVE		Yes
002-751540	423 13TH AVE	423	13TH AVE	No	Yes
029-806364	1024 18TH AVE	1024	18TH AVE	No	Yes
031-806752	2011 6TH ST	2011	6TH ST	No	Yes
031-806831	2002 6TH ST	2002	6TH ST	No	Yes
031-763071	2128 9TH ST	2128	9TH ST	No	Yes
030-800490	1516 5TH ST	1516	5TH ST	No	Yes
029-750776	1921 11TH ST	1921	11TH ST	No	Yes
003-756024	800 12TH AVE	800	12TH AVE	No	Yes
029-805858	1919 12TH ST	1919	12TH ST	No	Yes
029-806394	1717 12TH ST	1717	12TH ST	No	Yes
029-806472	1707 12TH ST	1707	12TH ST	No	Yes
029-806805	1824 12TH ST	1824	12TH ST	No	Yes
030-807410	510 15TH AVENUE CT		15TH AVEN	No	Yes
	1226 16TH AVE	1226	16TH AVE	No	Yes
	1022 19TH AVE		19TH AVE		Yes
	1010 19TH AVE		19TH AVE		Yes
	507 21ST AVE		21ST AVE	No	Yes
	910 21ST AVE		21ST AVE	No	Yes
	727 6TH ST		6TH ST	Yes	Yes
	1901 6TH ST		6TH ST	No	Yes
	1616 10TH ST		10TH ST	No	Yes
	1609 5TH ST		5TH ST	No	Yes
	2235 5TH ST		5TH ST	No	Yes
	2239 5TH ST		5TH ST	No	Yes
	2127 5TH ST		5TH ST	No	Yes
	909 12TH AVE		12TH AVE		Yes
	1901 12TH ST		12TH ST	No	Yes
	1905 12TH ST		12TH ST	No	Yes
			12TH ST	No	
-	1909 12TH ST 1716 12TH ST			No	Yes
	808 18TH AVE		12TH ST		Yes
			18TH AVE		Yes
031-803635	918 21ST AVE		21ST AVE	No	Yes
031-818832	2138 6TH ST		6TH ST	Yes	Yes
030-807337	1430 7TH ST		7TH ST	No	Yes
	430 8TH AVE		8TH AVE	No	Yes
030-781908	1603 9TH ST		9TH ST	No	Yes
029-739507	1610 10TH ST		10TH ST	No	Yes
002-808555	817 5TH ST		5TH ST	No	Yes
031-750221	2026 5TH ST		5TH ST	No	Yes
031-806914	2000 5TH ST		5TH ST	No	Yes
	1810 8TH ST		8TH ST	No	Yes
012-765996	720 13TH ST		13TH ST	Yes	Yes
029-805618	2216 12TH ST		12TH ST	No	Yes
029-806102	1507 12TH ST	1507	12TH ST	No	Yes

020 000250	4054 42TU CT	1051	4 2 T. L. C.T.	In.	lv
-	1951 12TH ST		12TH ST	No	Yes
	2248 12TH ST		12TH ST	No	Yes
	1515 13TH ST		13TH ST	No	Yes
	1423 14TH AVE		14TH AVE		Yes
-	1225 15TH AVE		15TH AVE	!	Yes
-	1329 16TH AVE		16TH AVE	-	Yes
	1307 16TH AVE		16TH AVE		Yes
028-802037	1327 16TH AVE		16TH AVE		Yes
029-806538	1007 19TH AVE	1007	19TH AVE	No	Yes
030-806501	1700 8TH ST	1700	8TH ST	No	Yes
031-807020	2202 1/2 9TH ST	2202.5	9TH ST	No	Yes
030-801265	1605 9TH ST	1605	9TH ST	No	Yes
030-762725	1621 9TH ST	1621	9TH ST	No	Yes
031-732448	2002 9TH ST	2002	9TH ST	No	Yes
030-735919	1617 9TH ST	1617	9TH ST	No	Yes
031-742648	2028 5TH ST	2028	5TH ST	No	Yes
032-750222	2109 5TH ST	2109	5TH ST	No	Yes
032-750223	2113 5TH ST	2113	5TH ST	No	Yes
009-759902	431 5TH ST	431	5TH ST	No	Yes
032-719832	2111 5TH ST	2111	5TH ST	No	Yes
005-803959	1322 12TH AVE	1322	12TH AVE	No	Yes
029-765503	1505 12TH ST	1505	12TH ST	No	Yes
	1715 12TH ST		12TH ST	No	Yes
-	1405 14TH AVE		14TH AVE	!	Yes
	1404 15TH AVE		15TH AVE	.	Yes
	1416 16TH AVE		16TH AVE		Yes
	1410 16TH AVE		16TH AVE		Yes
-	1418 16TH AVE		16TH AVE	No	Yes
	1205 7TH ST		7TH ST	No	Yes
	1615 9TH ST		9TH ST	No	Yes
030-808443			9TH ST	No	Yes
	2204 9TH ST		9TH ST	No	Yes
	2125 5TH ST		5TH ST	No	Yes
	2201 5TH ST		5TH ST	No	Yes
003-727932	701 11TH AVE		11TH AVE	No	Yes
	1301 12TH ST		12TH ST	No	Yes
	1421 12TH ST		12TH ST	No	Yes
	426 14TH AVE		14TH AVE		Yes
-	1408 15TH AVE		15TH AVE	No	Yes
003-800229	1206 7TH ST		7TH ST	No	Yes
	1621 7TH ST		7TH ST	No	Yes
	1617 7TH ST		7TH ST	No	Yes
	1613 7TH ST		7TH ST	No	Yes
	814 8TH ST		8TH ST	No	Yes
030-803950	1614 9TH ST		9TH ST	No	Yes
	1620 9TH ST		9TH ST	No	Yes
031-750630	2202 9TH ST	2202	9TH ST	No	Yes

020 000122	2452 40TH CTREET DD	2152	10TH CTDE	Na	Voc
	2152 10TH STREET RD		10TH STRE		Yes
	1436 11TH ST		11TH ST	No	Yes
	1318 9TH ST		9TH ST	No	Yes
	1915 11TH ST		11TH ST	No	Yes
	1320 9TH ST		9TH ST	No	Yes
	1500 8TH ST		8TH ST	Yes	Yes
	1125 10TH ST		10TH ST	Yes	No
032-747844	1613 5TH ST	1613	5TH ST	No	Yes
032-811843	2121 5TH ST	2121	5TH ST	No	Yes
004-763489	819 10TH ST	819	10TH ST	Yes	No
800-765384	1122 11TH AVE	1122	11TH AVE	Yes	Yes
003-802982	803 13TH AVE	803	13TH AVE	No	Yes
029-800547	1801 11TH ST	1801	11TH ST	Yes	No
030-761087	1432 7TH ST	1432	7TH ST	No	Yes
800-807842	890 N 11TH AVE	890	N 11TH AV	Yes	Yes
029-802356	1617 11TH ST	1617	11TH ST	No	Yes
005-792993	1000 13TH ST	1000	13TH ST	Yes	Yes
002-808280	408 9TH AVE	408	9TH AVE	No	Yes
011-764574	700 11TH ST	700	11TH ST	No	Yes
800-796034	525 N 15TH AVE	525	N 15TH AV	Yes	Yes
004-765422	1124 12TH ST	1124	12TH ST	Yes	Yes
029-805989	1447 11TH ST	1447	11TH ST	No	Yes
	1431 12TH ST		12TH ST	No	Yes
	1429 15TH AVE		15TH AVE		Yes
	1017 18TH AVE		18TH AVE	Yes	Yes
003-807008	1319 6TH ST	1319	6TH ST	No	Yes
030-800528			6TH ST	No	Yes
	1319 6TH ST		6TH ST	No	Yes
	1616 8TH ST		8TH ST	No	Yes
003-800772			8TH ST	Yes	No
031-806789			5TH ST	No	Yes
032-750214			5TH ST	No	Yes
	1420 8TH ST		8TH ST	Yes	No
	1410 9TH ST		9TH ST	No	Yes
	1907 11TH ST		11TH ST	No	Yes
	1931 11TH ST		11TH ST	No	Yes
	1620 12TH ST		12TH ST	No	Yes
	1807 12TH ST		12TH ST	No	Yes
	1230 16TH AVE		16TH AVE	No	Yes
	413 9TH AVE		9TH AVE	No	Yes
	524 N 11TH AVE		N 11TH AV		Yes
	1703 11TH ST		11TH ST	No	Yes
	914 11TH AVE		11TH AVE		
			12TH AVE	No	Yes
	617 12TH AVE				Yes
029-806348	1811 12TH ST		12TH ST	No	Yes
	1309 13TH AVE		13TH AVE		Yes
005-803544	1329 13TH AVE	1329	13TH AVE	res	Yes

005 750500	040 40711 67	040	4 0 TH 6 T	ls.	l,,
	910 13TH ST		13TH ST	No	Yes
	931 20TH AVE			No	Yes
	1310 7TH ST		7TH ST	No	Yes
004-752541	1131 8TH AVE	1131	8TH AVE	No	Yes
030-806880	1715 8TH ST	1715	8TH ST	No	Yes
003-707869	1329 9TH ST	1329	9TH ST	No	Yes
031-807103	1910 5TH ST	1910	5TH ST	No	Yes
003-813922	912 5TH ST	912	5TH ST	No	Yes
031-807544	2116 5TH ST	2116	5TH ST	No	Yes
031-807546	2122 5TH ST	2122	5TH ST	No	Yes
032-790532	2029 5TH ST	2029	5TH ST	No	Yes
004-807067	1117 13TH AVE	1117	13TH AVE	No	Yes
029-806807	1711 11TH ST	1711	11TH ST	No	Yes
029-751692	1415 12TH ST	1415	12TH ST	No	Yes
	1419 13TH ST		13TH ST	No	Yes
	1313 14TH AVE		14TH AVE		Yes
	1310 15TH AVE		15TH AVE	!	Yes
	1425 15TH AVE		15TH AVE		Yes
	1400 16TH AVE		16TH AVE	-	Yes
	1307 6TH ST		6TH ST	No	Yes
003-801705			7TH ST	No	Yes
	1707 8TH ST		8TH ST	No	Yes
	1711 8TH ST		8TH ST	No	Yes
	1220 6TH ST		6TH ST	Yes	Yes
	1024 8TH ST		8TH ST	No	Yes
	908 10TH ST		10TH ST	No	Yes
	1439 11TH ST		11TH ST	No	Yes
	1319 8TH ST			Yes	-
			8TH ST		Yes
	829 10TH AVE		10TH AVE	No	Yes
	916 11TH AVE		11TH AVE 11TH AVE		Yes
	913 11TH AVE				Yes
	715 11TH ST		11TH ST	No	Yes
	718 11TH ST		11TH ST	No	Yes
	817 11TH ST		11TH ST	No	Yes
	819 11TH ST		11TH ST	No	Yes
004-800569	921 12TH AVE			No	Yes
	1823 12TH ST		12TH ST	No	Yes
	1219 1/2 13TH AVE		13TH AVE		Yes
	1313 13TH AVE		13TH AVE		Yes
	813 13TH AVE			No	Yes
012-765988	712 13TH ST		13TH ST	No	Yes
012-766011	722 13TH ST	722	13TH ST	No	Yes
030-807356	1415 9TH ST	1415	9TH ST	No	Yes
028-803009	1331 15TH AVE	1331	15TH AVE	No	Yes
012-752754	1320 8TH AVE	1320	8TH AVE	No	Yes
012-752800	1408 8TH AVE	1408	8TH AVE	Yes	Yes
012-752819	1412 8TH AVE	1412	8TH AVE	Yes	Yes

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	1331 8TH AVE		8TH AVE	No	Yes
	1101 8TH AVE		8TH AVE	No	Yes
004-752630	1213 8TH AVE	1213	8TH AVE	No	Yes
003-762369	1009 9TH ST	1009	9TH ST	No	Yes
003-762393	1029 9TH ST	1029	9TH ST	No	Yes
030-742001	1523 9TH ST	1523	9TH ST	No	Yes
004-752479	1029 8TH AVE	1029	8th Ave	No	Yes
029-734785	1402 10TH ST	1402	10TH ST	No	Yes
002-802995	905 5TH ST	905	5TH ST	No	Yes
004-807074	1202 11TH ST	1202	11TH ST	Yes	No
029-803307	1802 11TH ST	1802	11TH ST	No	Yes
004-756075	1227 12TH AVE	1227	12TH AVE	No	Yes
004-807151	919 12TH AVE	919	12TH AVE	No	Yes
	509 13TH AVE		13TH AVE		Yes
	1424 14TH AVE		14TH AVE		Yes
	1430 14TH AVE		14TH AVE		Yes
	1417 14TH AVE		14TH AVE		Yes
	1412 15TH AVE		15TH AVE		Yes
	1213 15TH AVE		15TH AVE		Yes
	1302 16TH AVE		16TH AVE		Yes
	1315 16TH AVE		16TH AVE		Yes
	1020 19TH AVE		19TH AVE	No	Yes
				_	
003-728718			7TH ST	No	Yes
	811 8TH AVE		8TH AVE	No	Yes
011-784885			8TH AVE	Yes	Yes
	1108 8TH AVE		8TH AVE	No	Yes
	701 8TH AVE		8TH AVE	No	Yes
800-811748			8TH AVE	No	Yes
	807 8TH ST		8TH ST	No	Yes
003-761451	811 8TH ST		8TH ST	No	Yes
003-761540			8TH ST	No	Yes
003-804174			12TH AVE	Yes	No
	1112 9TH AVE		9TH AVE	No	Yes
	1209 9TH ST	1209	9TH ST	No	Yes
004-763470	820 10TH ST	820	10TH ST	Yes	Yes
029-750773	1450 10TH ST	1450	10TH ST	No	Yes
004-764760	1112 11TH ST	1112	11TH ST	No	Yes
029-764833	1416 11TH ST	1416	11TH ST	No	Yes
002-760021	803 5TH ST	803	5TH ST	No	Yes
003-806949	1320 5TH ST	1320	5TH ST	No	Yes
003-813923	916 5TH ST	916	5TH ST	No	Yes
003-813925	908 5TH ST	908	5TH ST	Yes	Yes
004-749529	1125 12TH AVE	1125	12TH AVE	No	Yes
004-800151	1019 12TH AVE	1019	12TH AVE	Yes	Yes
030-803636	1520 8TH ST		8TH ST	No	Yes
004-807655	1222 12TH AVE		12TH AVE	Yes	Yes
004-800310	1229 12TH ST		12TH ST	Yes	Yes
30.000310		1223	5.		1.00

004 800343	1207 12TH AVE	1207	12TH AVE	No	Yes
		_		No	
	1720 12TH ST		12TH ST		Yes
	709 15TH AVENUE CT		15TH AVEN		Yes
	1324 14TH AVE		14TH AVE		Yes
	1604 7TH ST		7TH ST	Yes	No
-	1323 15TH AVE		15TH AVE	No	Yes
	1415 15TH AVE		15TH AVE		Yes
030-750761			7TH ST	Yes	No
	1302 15TH AVE		15TH AVE	No	Yes
	1229 8TH ST		8TH ST	Yes	Yes
	1025 19TH AVE		19TH AVE	No	Yes
-	1405 8TH ST		8TH ST	Yes	Yes
030-806647			8TH ST	No	Yes
030-800128			8TH ST	Yes	Yes
	1317 9TH ST		9TH ST	No	Yes
	1213 10TH ST		10TH ST	No	Yes
004-807084	1225 10TH ST	1225	10TH ST	No	Yes
010-750530	430 5TH ST	430	5TH ST	Yes	Yes
032-760234	1709 5TH ST	1709	5TH ST	No	Yes
029-800237	1458 10TH ST	1458	10TH ST	No	Yes
004-807077	1031 13TH AVE	1031	13TH AVE	Yes	Yes
003-761702	1218 8TH ST	1218	8TH ST	Yes	No
005-800091	1326 14TH AVE	1326	14TH AVE	Yes	No
002-808370	420 12TH AVE	420	12TH AVE	No	Yes
004-807425	1119 12TH ST	1119	12TH ST	Yes	Yes
004-807092	1216 13TH AVE	1216	13TH AVE	No	Yes
004-751250	1217 13TH ST	1217	13TH ST	No	Yes
028-804211	1327 15TH AVE	1327	15TH AVE	No	Yes
003-806911	1218 6TH ST	1218	6TH ST	Yes	No
003-750755	1318 6TH ST	1318	6TH ST	No	Yes
029-803638	1709 11TH ST	1709	11TH ST	No	Yes
029-806522	1726 11TH ST	1726	11TH ST	No	Yes
004-800153	1218 12TH ST	1218	12TH ST	Yes	No
004-750294	1319 13TH ST	1319	13TH ST	Yes	No
004-792535	1229 13TH ST	1229	13TH ST	Yes	No
029-806573	1005 19TH AVE	1005	19TH AVE	No	Yes
030-803236	1601 7TH ST	1601	7TH ST	No	Yes
	815 10TH ST	815	10TH ST	Yes	Yes
-	1930 10TH ST		10TH ST	No	Yes
030-806724	1424 8TH ST		8TH ST	Yes	No
	1817 12TH ST		12TH ST	No	Yes
	1424 12TH AVE		12TH AVE	!	Yes
	1312 10TH AVE		10TH AVE	.	Yes
	1411 10TH AVE		10TH AVE		Yes
005-802471	1427 10TH AVE		10TH AVE		Yes
	1414 11TH AVE		11TH AVE	-	Yes
004-804649	1117 12TH AVE		12TH AVE		Yes
00-004043	111/ 14 III AVL	111/	14 III AVE	1,40	103

202 764664	LADOA OTU CT	4204	OTIL CT		lv l
	1201 8TH ST		8TH ST	No	Yes
	1614 8TH ST		8TH ST	No	Yes
003-801628	617 13TH AVE	617	13TH AVE	Yes	Yes
043-772895	521 N 21ST AVE	521	N 21ST AV	Yes	Yes
005-807929	1309 11TH AVE	1309	11TH AVE	No	Yes
005-751052	1430 12TH AVE	1430	12TH AVE	No	Yes
004-750264	1317 13TH ST	1317	13TH ST	Yes	Yes
005-807442	1426 12TH AVE	1426	12TH AVE	No	Yes
031-808790	1906 6TH ST	1906	6TH ST	No	Yes
030-807535	1605 7TH ST	1605	7TH ST	No	Yes
800-801397	950 7TH ST	950	7TH ST	Yes	Yes
029-806266	1201 15TH AVE	1201	15TH AVE	No	Yes
030-804403	1721 8TH ST	1721	8TH ST	No	Yes
004-800574	1121 10TH ST	1121	10TH ST	Yes	Yes
032-737539	1439 5TH ST	1439	5TH ST	No	Yes
004-728521	931 12TH ST	931	12TH ST	No	Yes
-	1315 7TH ST		7TH ST	yes	Yes
-	1011 18TH AVE		18TH AVE	-	Yes
	1417 9TH ST		9TH ST	No	Yes
	1434 6TH ST		6TH ST	No	Yes
	416 11TH AVE		11TH AVE		Yes
	1412 12TH AVE		12TH AVE		Yes
	1217 7TH ST		7TH ST	Yes	Yes
-	1113 12TH AVE		12TH AVE		Yes
	1115 12TH AVE		12TH AVE		Yes
-	1203 12TH AVE		12TH AVE		Yes
	1211 8TH ST		8TH ST	No	Yes
-	1419 9TH ST		9TH ST	No	Yes
	702 13TH ST		13TH ST	No	Yes
	1601 5TH ST		5TH ST	No	Yes
	1310 16TH AVE		16TH AVE		Yes
	930 5TH ST		5TH ST		
			12TH AVE	Yes	No
-	1301 12TH AVE				No
	1206 16TH AVE		16TH AVE		Yes
031-711378	2139 6TH ST		6TH ST	No	Yes
030-735447	1435 7TH ST		7TH ST	No	Yes
	1426 7TH ST		7TH ST	No	Yes
004-752533	1117 8TH AVE		8TH AVE	No	Yes
-	2121 8TH ST		8TH ST	No	Yes
005-754129	1329 9TH AVE		9TH AVE	Yes	Yes
004-807448	1210 9TH AVE		9TH AVE	No	Yes
	825 9TH ST		9TH ST	Yes	Yes
029-806619	2132 10TH STREET RD		10TH STRE		Yes
	1610 11TH ST		11TH ST	No	Yes
029-806012	1601 11TH ST		11TH ST	No	Yes
002-808527	1223 5TH ST	1223	5TH ST	No	Yes
032-750213	1829 5TH ST	1829	5TH ST	No	Yes

000 750045	0404 5711 67	2404	c-		
	2101 5TH ST	2101 5		No	Yes
	1605 5TH ST	1605 5		No	Yes
	1416 6TH ST	1416		Yes	No
	1430 8TH ST	1430 8		Yes	No
003-807216	508 11TH AVE	508 1	11TH AVE	No	Yes
030-803038	1534 9TH ST	1534	9TH ST	No	Yes
005-802893	1401 12TH AVE	1401 1	12TH AVE	No	Yes
005-751063	1417 10TH AVE	1417 1	10TH AVE	No	Yes
003-761036	1208 7TH ST	1208 7	7TH ST	No	Yes
003-807007	1322 7TH ST	1322 7	7TH ST	No	Yes
003-761699	1214 8TH ST	1214 8	BTH ST	No	Yes
003-806942	1312 8TH ST	1312 8	3TH ST	No	Yes
002-750943	410 11TH AVE	410 1	11TH AVE	No	Yes
004-743040	1108 11TH ST	1108 1	11TH ST	No	Yes
004-807354	1122 12TH ST	1122 1	12TH ST	Yes	Yes
004-820237	915 12TH ST	915 1	12TH ST	No	Yes
032-747860	2005 5TH ST	2005 5	5TH ST	No	Yes
	2118 5TH ST	2118 5		No	Yes
	2119 5TH ST	2119 5		No	Yes
	618 13TH AVE		13TH AVE		No
	915 13TH ST		13TH ST	Yes	No
	1117 14TH AVE		14TH AVE		Yes
	1012 18TH AVE		18TH AVE		Yes
	930 20TH AVE		20TH AVE		Yes
	1424 13TH AVE		13TH AVE	yes	Yes
	1118 6TH ST	1118 6		Yes	Yes
	1413 12TH AVE			No	Yes
	1622 7TH ST	1622 7		Yes	Yes
010-760811			7TH ST	No	Yes
	1529 11TH ST		11TH ST	No	Yes
003-800035		1215 8		Yes	Yes
	1323 10TH AVE			No	Yes
	1452 9TH ST	1452 9		No	
					Yes
	1416 9TH ST	1416		No	Yes
030-802738	1401 14TH AVE	-		No	Yes
	1301 10TH ST	-	10TH ST	Yes	No
	1221 10TH ST		10TH ST	No	Yes
	1405 10TH ST	-	10TH ST	No	Yes
	1420 7TH ST	1420 7		No	Yes
	830 8TH AVE		BTH AVE	No	Yes
	1618 8TH ST	1618 8		No	Yes
	901 9TH AVE		OTH AVE	No	Yes
	914 9TH ST	-	9TH ST	No	Yes
	1210 14TH AVE			No	Yes
004-765449	1215 12TH ST		12TH ST	Yes	Yes
004-807113	1227 13TH AVE	1227 1	13TH AVE	yes	Yes
030-756628	921 14TH AVE	921 1	14TH AVE	No	Yes

028 802020	1309 16TH AVE	1200	16TH AVE	No	Voc
				No	Yes
	1309 9TH AVE		9TH AVE	No	Yes
	1013 9TH ST		9TH ST	No	Yes
	1402 9TH ST		9TH ST	No	Yes
	1015 5TH ST		5TH ST	No	Yes
	1927 12TH ST		12TH ST	Yes	No
	930 11TH AVE		11TH AVE		Yes
004-750390	1018 12TH AVE	1018	12TH AVE	No	Yes
004-755494	1201 11TH AVE	1201	11TH AVE	No	Yes
031-750979	2116 8TH ST	2116	8TH ST	No	Yes
030-807342	1458 9TH ST	1458	9TH ST	Yes	Yes
030-807344	1456 9TH ST	1456	9TH ST	Yes	No
004-763519	825 10TH ST	825	10TH ST	Yes	Yes
004-746643	1224 11TH ST	1224	11TH ST	Yes	No
004-765406	1115 12TH ST	1115	12TH ST	Yes	Yes
029-808444	1008 18TH AVE	1008	18TH AVE	Yes	Yes
029-751517	1710 12TH ST	1710	12TH ST	No	Yes
030-750767	1422 9TH ST	1422	9TH ST	No	Yes
003-800053	606 13TH AVE	606	13TH AVE	No	Yes
003-808678	615 13TH AVE	615	13TH AVE	No	Yes
030-807341	1432 9TH ST	1432	9TH ST	No	Yes
	601 14TH AVE		14TH AVE	No	Yes
	621 1/2 15TH AVENUE CT		15TH AVEN		Yes
	621 15TH AVENUE CT		15TH AVEN		Yes
-	1508 7TH ST		7TH ST	No	Yes
	1532 9TH ST		9TH ST	No	Yes
	1457 10TH ST		10TH ST	No	Yes
	1421 12TH AVE		12TH AVE		Yes
	1417 12TH AVE		12TH AVE		Yes
	1010 6TH ST		6TH ST	No	Yes
-	1409 10TH ST		10TH ST	No	Yes
	1445 10TH ST		10TH ST	No	Yes
	1227 14TH AVE			No	Yes
	623 14TH AVE		14TH AVE	No	Yes
030-801834			10TH ST	No	Yes
	1476 10TH ST		10TH ST	No	Yes
	1324 6TH ST		6TH ST	Yes	No
	429 13TH AVE		13TH AVE		Yes
	825 12TH ST		12TH ST	Yes	Yes
028-801866	1301 16TH AVE		16TH AVE		Yes
	1405 16TH AVE		16TH AVE		Yes
	1533 11TH ST		11TH ST	No	Yes
	1443 5TH ST		5TH ST	No	Yes
	1116 12TH AVE		12TH AVE	Yes	Yes
004-737806	1103 10TH AVE		10TH AVE		No
	1116 13TH ST		13TH ST	Yes	Yes
029-731794	1535 11TH ST	1535	11TH ST	yes	No

205 200565	1005 1171 1175	4005 44711 41/5	T	lv.
	1325 11TH AVE	1325 11TH AVE		Yes
	1326 12TH AVE	1326 12TH AVE	+	Yes
	1425 12TH AVE	1425 12TH AVE		Yes
	1018 18TH AVE	1018 18TH AVE	Yes	Yes
004-802378	1317 12TH ST	1317 12TH ST	No	Yes
029-751326	1820 12TH ST	1820 12TH ST	No	Yes
003-807580	1325 7TH ST	1325 7TH ST	Yes	Yes
004-756261	1021 13TH AVE	1021 13TH AVE	No	Yes
030-801255	1440 5TH ST	1440 5TH ST	No	Yes
030-800227	1434 5TH ST	1434 5TH ST	No	Yes
029-800756	1217 14TH AVE	1217 14TH AVE	Yes	Yes
029-800757	1219 14TH AVE	1219 14TH AVE	No	Yes
029-806043	1225 14TH AVE	1225 14TH AVE	No	Yes
029-806130	1211 14TH AVE	1211 14TH AVE	No	Yes
029-807111	1229 14TH AVE	1229 14TH AVE	No	Yes
028-802045	1419 16TH AVE	1419 16TH AVE	No	Yes
029-800509	1609 12TH ST	1609 12TH ST	Yes	No
005-804007	1212 13TH ST	1212 13TH ST	Yes	No
004-752584	1135 8TH AVE	1135 8TH AVE	Yes	No
	1210 13TH ST	1210 13TH ST	yes	Yes
	1024 19TH AVE	1024 19TH AVE	+-	Yes
	403 21ST AVE	403 21ST AVE	No	Yes
	1128 6TH ST	1128 6TH ST	No	Yes
	2131 6TH ST	2131 6TH ST	No	Yes
	1314 11TH ST	1314 11TH ST	Yes	Yes
	1417 7TH ST	1417 7TH ST	No	Yes
	1415 7TH ST	1415 7TH ST	No	Yes
	916 8TH AVE	916 8TH AVE	No	Yes
	1321 7TH ST	1321 7TH ST	yes	No
003-761524		818 8TH ST	No	Yes
030-806528		1601 8TH ST	No	Yes
030-806652		1503 8TH ST	No	Yes
	1602 8TH ST	1602 8TH ST	No	Yes
	1221 9TH AVE	1221 9TH AVE	No	Yes
004-807449	1123 12TH ST	1123 12TH ST	Yes	No
	1419 9TH AVE	1419 9TH AVE	No	Yes
	1412 12TH ST	1412 12TH ST	Yes	Yes
	1410 12TH ST	1410 12TH ST	Yes	Yes
		412 N 11TH A	+	
011-763322	412 N 11TH AVE 709 10TH ST	709 10TH ST	No	Yes
		1224 12TH ST	+	Yes
	1224 12TH ST		Yes	Yes
003-806927	614 13TH AVE	614 13TH AVE	+	Yes
	1531 11TH ST	1531 11TH ST	No	Yes
	1211 5TH ST	1211 5TH ST	No	Yes
003-806612	1110 5TH ST	1110 5TH ST	No	Yes
	1807 5TH ST	1807 5TH ST	No	Yes
009-712145	525 5TH ST	525 STH ST	No	Yes

005 006405	1200 12TH CT	1200	1 2 T.L. C.T.	No	l _{Vaa}
	1208 13TH ST		13TH ST	No	Yes
	1453 10TH ST		10TH ST	No	Yes
	1229 7TH ST		7TH ST	Yes	No
	1111 6TH ST		6TH ST	Yes	Yes
-	1319 7TH ST		7TH ST	Yes	Yes
-	1313 9TH AVE		9TH AVE	No	Yes
	1438 1/2 11TH ST		11th St	No	Yes
	502 14TH AVE			No	Yes
029-757152	1017 19TH AVE	1017	19TH AVE	No	Yes
003-800492	1201 6TH ST	1201	6TH ST	No	Yes
030-801295	1414 6TH ST	1414	6TH ST	No	Yes
031-802405	1909 6TH ST	1909	6TH ST	No	Yes
031-803095	1907 6TH ST	1907	6TH ST	No	Yes
004-743083	1214 11TH ST	1214	11TH ST	Yes	Yes
800-801317	1115 11TH ST	1115	11TH ST	No	Yes
003-760978	1103 7TH ST	1103	7TH ST	Yes	Yes
032-760188	1501 5TH ST	1501	5TH ST	Yes	Yes
005-740580	1429 11TH AVE	1429	11TH AVE	No	Yes
043-772909	531 N 21ST AVE	531	N 21ST AV	Yes	Yes
004-807068	1124 11TH ST	1124	11TH ST	Yes	No
030-807350	1469 10TH ST	1469	10TH ST	No	Yes
029-806583	1425 11TH ST	1425	11TH ST	No	Yes
	1436 5TH ST		5TH ST	No	Yes
-	1904 5TH ST		5TH ST	No	Yes
-	1211 11TH ST		11TH ST	Yes	No
	1415 1/2 10TH ST		10th St	Yes	Yes
	1623 12TH ST		12TH ST	Yes	No
-	1212 8TH ST		8TH ST	Yes	No
	1125 9TH AVE		9TH AVE	yes	Yes
	1317 11TH AVE		11TH AVE		Yes
	1311 12TH AVE		12TH AVE		Yes
	1321 12TH ST		12TH ST	Yes	No
	1417 11TH AVE		11TH AVE		Yes
	1325 12TH ST		12TH ST	Yes	Yes
004-800992	1120 12TH AVE		12TH AVE		Yes
003-756253	711 13TH AVE		13TH AVE		Yes
	1611 8TH ST		8TH ST	Yes	Yes
003-761680	1206 8TH ST		8TH ST	No	Yes
	403 9TH AVE		9TH AVE	No	Yes
002-808304	1221 13TH ST		13TH ST	No	Yes
	1200 14TH AVE		14TH AVE		Yes
	617 14TH AVE			No	
					Yes
	1427 7TH ST		7TH ST	No No	Yes
	1440 7TH ST		7TH ST	No	Yes
030-807302	1444 7TH ST		7TH ST	No	Yes
	1109 8TH AVE		8TH AVE	No	Yes
011-752193	910 8TH AVE	910	8TH AVE	No	Yes

044 752274	022 0711 41/5	022	OTIL AVE	N	lv
	922 8TH AVE		8TH AVE	No	Yes
	924 8TH AVE		8TH AVE	Yes	Yes
	930 8TH AVE		8TH AVE	Yes	Yes
	1305 8TH ST		8TH ST	No	Yes
-	1124 8TH ST		8TH ST	No	Yes
	1533 9TH ST		9TH ST	No	Yes
	1505 9TH ST		9TH ST	No	Yes
030-806832	1710 8TH ST	1710	8TH ST	No	Yes
004-751339	1103 9TH AVE	1103	9TH AVE	No	Yes
004-753904	934 9TH AVE	934	9TH AVE	Yes	Yes
004-753912	934 9TH AVE	934	9TH AVE	Yes	Yes
004-753947	1006 9TH AVE	1006	9TH AVE	Yes	Yes
011-763403	725 10TH ST	725	10TH ST	yes	Yes
004-762091	802 9TH ST	802	9TH ST	No	Yes
004-762148	810 9TH ST	810	9TH ST	No	Yes
030-806671	1503 9TH ST	1503	9TH ST	No	Yes
004-753963	1010 9TH AVE	1010	9TH AVE	No	Yes
005-807543	1308 9TH AVE	1308	9TH AVE	yes	Yes
029-737385	1440 10TH ST	1440	10TH ST	No	Yes
029-806042	1602 10TH ST	1602	10TH ST	No	Yes
004-751478	1328 11TH ST	1328	11TH ST	yes	No
004-765309	810 12TH ST	810	12TH ST	Yes	No
002-735560	1021 5TH ST	1021	5TH ST	No	Yes
003-802476	1126 6TH ST	1126	6TH ST	Yes	No
003-807210	1227 8TH ST	1227	8TH ST	Yes	No
004-802978	1128 12TH ST	1128	12TH ST	Yes	Yes
030-732464	701 15TH AVENUE CT	701	15TH AVEN	No	Yes
003-733428	1123 8TH ST	1123	8TH ST	No	Yes
	1323 8TH ST		8TH ST	No	Yes
030-803496	1504 8TH ST		8TH ST	Yes	Yes
003-762598			9TH ST	Yes	Yes
	1421 11TH AVE		11TH AVE	No	Yes
	1127 13TH ST		13TH ST	No	Yes
	924 14TH AVE		14TH AVE	No	Yes
030-762687	1427 9TH ST		9TH ST	No	Yes
	1428 10TH ST		10TH ST	No	Yes
	1449 10TH ST		10TH ST	No	Yes
032-747852			5TH ST	No	Yes
-	1320 10TH ST		10TH ST	Yes	No
029-806281	1015 18TH AVE		18TH AVE	Yes	No
	1324 11TH ST		11TH ST	yes	Yes
	506 13TH AVE			Yes	No
	1415 16TH AVE		16TH AVE		Yes
-	1608 7TH ST		7TH ST	Yes	No
030-718090	1213 12TH ST		12TH ST	Yes	Yes
	1607 12TH ST		12TH ST	Yes	No
004-766062	921 13TH ST	921	13TH ST	Yes	Yes

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004-766070	931 13TH ST		13TH ST	No	Yes
029-806686	1207 16TH AVE	1207	16TH AVE	No	Yes
029-802856	1033 18TH AVE	1033	18TH AVE	Yes	Yes
029-805117	2239 12TH ST	2239	12TH ST	No	Yes
029-806264	2223 12TH STREET RD	2223	12TH STRE	No	Yes
029-803741	1029 18TH AVE	1029	18TH AVE	Yes	Yes
030-809821	1415 10TH ST	1415	10TH ST	No	Yes
029-800850	1012 20TH AVE		20TH AVE		Yes
	1002 21ST AVE			Yes	Yes
	527 21ST AVE		21ST AVE	No	Yes
	1202 6TH ST		6TH ST	No	Yes
003-820728			6TH ST	No	Yes
	1228 8TH AVE		8TH AVE	No	Yes
	918 8TH AVE		8TH AVE	No	Yes
003-761583			8TH ST	No	Yes
	1516 8TH ST		8TH ST	No	Yes
	1228 10TH ST		10TH ST	Yes	Yes
	1421 9TH ST		9TH ST	No	Yes
	1026 18TH AVE		18TH AVE	Yes	Yes
	1013 5TH ST		5TH ST	No	Yes
002-808649	827 5TH ST	827	5TH ST	No	Yes
003-761060	1314 7TH ST	1314	7TH ST	Yes	Yes
012-752835	1430 8TH AVE	1430	8TH AVE	No	Yes
004-732510	1209 11TH AVE	1209	11TH AVE	No	Yes
004-784729	1213 11TH AVE	1213	11TH AVE	No	Yes
003-801239	611 1/2 13TH AVE	611.5	13th Ave	No	Yes
005-803487	1419 9TH AVE	1419	9TH AVE	No	Yes
004-806971	920 14TH AVE	920	14TH AVE	No	Yes
030-750467	1509 9TH ST	1509	9TH ST	No	Yes
030-760706	1412 6TH ST	1412	6TH ST	Yes	Yes
030-762679	1404 9TH ST	1404	9TH ST	Yes	Yes
030-734807	1411 7TH ST	1411	7TH ST	No	Yes
029-806210	1607 11TH ST	1607	11TH ST	No	Yes
	1914 6TH ST	1914	6TH ST	No	Yes
	1912 5TH ST		5TH ST	No	Yes
029-800508	1462 10TH ST		10TH ST	No	Yes
	1422 12TH ST		12TH ST	Yes	No
	1473 10TH ST		10TH ST	No	Yes
	1416 11TH AVE		11TH AVE		Yes
	409 12TH AVE		12TH AVE		Yes
002-808433	503 13TH AVE		13TH AVE	No	Yes
	1130 13TH ST		13TH ST	No	
					Yes
005-808546			13TH ST	No	Yes
	1329 7TH ST		7TH ST	No	Yes
	810 8TH ST		8TH ST	No	Yes
	822 9TH ST		9TH ST	No	Yes
002-808309	1123 5TH ST	1123	5TH ST	No	Yes

002 000222	4222 FTU CT	1222 ETU C	r Inc	Vaa
-	1323 5TH ST	1323 5TH S		Yes
	1517 9TH ST	1517 9TH S		No
	1445 5TH ST	1445 5TH S		Yes
	1903 11TH ST	1903 11TH		No
-	1927 11TH ST	1927 11TH		No
	1324 10TH ST	1324 10TH		No
	1201 10TH AVE	1201 10TH		Yes
	1011 11TH AVE	1011 11TH	AVE Yes	Yes
004-756059	1023 12TH AVE	1023 12TH	AVE No	Yes
029-800955	1601 13TH ST	1601 13TH	ST Yes	No
004-808855	1014 12TH ST	1014 12TH	ST No	Yes
029-806114	1015 14TH AVE	1015 14TH	AVE No	Yes
003-746961	1328 6TH ST	1328 6TH S	T No	Yes
030-782106	1508 8TH ST	1508 8TH S	T Yes	Yes
004-762296	900 9TH AVE	900 9TH A	VE Yes	Yes
800-800092	1324 9TH AVE	1324 9TH A	VE Yes	Yes
029-806324	1930 12TH ST	1930 12TH	ST yes	No
028-803364	1324 15TH AVE	1324 15TH	AVE yes	Yes
030-807343	1530 9TH ST	1530 9TH S	Т No	Yes
004-743067	1206 11TH ST	1206 11TH	ST Yes	No
004-763748	1229 10TH ST	1229 10TH	ST No	Yes
029-713486	1468 10TH ST	1468 10TH	ST No	Yes
003-807005	1225 8TH ST	1225 8TH S	T yes	No
029-806357	1902 12TH ST	1902 12TH	<u> </u>	Yes
004-808475	920 13TH AVE	920 13TH		Yes
030-750769	1428 9TH ST	1428 9TH S	Т По	Yes
030-803998	1499 10TH ST	1499 10TH		Yes
grr	1424 11TH ST	1424 11TH		Yes
	1210 11TH ST	1210 11TH		No
	1497 10TH ST	1497 10TH		Yes
010-760498		700 6TH S		No
	1114 9TH ST	1114 9TH S		Yes
	1412 11TH ST	1412 11TH		Yes
	930 11TH AVE	930 11TH		Yes
005-800283	1407 11TH AVE	1407 11TH		Yes
003-807499	1318 7TH ST	1318 7TH S		Yes
	1105 8TH ST	1105 8TH S		Yes
004-807214	1212 10TH ST	1212 10TH		Yes
029-806209	1417 11TH ST	1417 11TH		No
004-807453	917 13TH ST	917 13TH		Yes
004-867433	1012 11TH ST	1012 11TH		Yes
004-704728	1012 111H 3T 1010 12TH ST	1012 11TH :		Yes
	1314 15TH AVE	1314 15TH		
003-806962	1125 6TH ST	1125 6TH S		Yes Yes
030-735129	1506 7TH ST	1506 7TH S		
	1410 10TH AVE	1410 10TH 3		No
005-808656				Yes
002-755311	419 11TH AVE	419 11TH	AVE INO	Yes

004 74 4555	4240 44711 87/5	4240	4.4.T.L.A.V.E	A1 -	V
	1219 11TH AVE		11TH AVE		Yes
	1403 11TH AVE		11TH AVE		Yes
	1425 11TH AVE	1425 1	11TH AVE	Yes	No
005-755559	1329 11TH AVE		11TH AVE	No	Yes
004-803641	1112 12TH ST	1112	12TH ST	No	Yes
031-733878	2028 9TH ST	2028	9TH ST	Yes	No
003-807318	612 12TH AVE	612	12TH AVE	No	Yes
004-800285	1224 12TH AVE	1224	12TH AVE	No	Yes
004-807426	1221 12TH AVE	1221	12TH AVE	No	Yes
004-765414	1118 12TH ST	1118 1	12TH ST	No	Yes
004-800080	1129 12TH ST	1129	12TH ST	No	Yes
028-802041	1409 16TH AVE	1409 1	16TH AVE	Yes	No
003-800501	1314 8TH ST	1314 8	8TH ST	yes	Yes
ABD-807608	915 12TH ST	915 1	12TH ST	No	Yes
	1125 11TH ST			Yes	Yes
	1123 13TH AVE	-	13TH AVE		Yes
	1415 13TH AVE		13TH AVE	_	Yes
	920 12TH AVE			Yes	Yes
011-807589		-		No	Yes
	1129 12TH AVE		12TH AVE		No
	525 14TH AVE		14TH AVE		Yes
	1216 16TH AVE	-	16TH AVE		Yes
	1419 12TH ST			Yes	Yes
	1404 8TH ST	1404 8		Yes	Yes
003-762512		1205 9		No	Yes
031-806932		1911 6		No	Yes
031-805409		2113 6		No	Yes
030-750758		1421		No	Yes
	1019 8TH AVE			No	Yes
	1021 8TH AVE			No	Yes
	911 8TH AVE			Yes	Yes
011-752266	920 8TH AVE	920 8	8TH AVE	Yes	Yes
011-752436	1018 8TH AVE			No	Yes
031-719913	2123 9TH ST	2123	9TH ST	Yes	Yes
030-804570	1531 8TH ST	1531 8	8TH ST	No	Yes
030-805077	1605 8TH ST	1605	8TH ST	No	Yes
030-806812	1524 8TH ST	1524 8	8TH ST	No	Yes
031-761834	1902 8TH ST	1902 8	8TH ST	No	Yes
031-806826	1804 8TH ST	1804 8	8TH ST	No	Yes
005-754099	1303 9TH AVE	1303	9TH AVE	No	Yes
030-750768	1426 9TH ST	1426	9TH ST	No	Yes
003-806970	1226 8TH ST		8TH ST	Yes	No
	1203 9TH ST			Yes	No
	402 N 11TH AVE		N 11TH AV		Yes
003-807493	1309 9TH ST		9TH ST	Yes	No
004-762113				Yes	No
004-702113	1319 10TH ST			No	Yes
00+ 004/3/	1010 1011101	1319	1011131	140	103

020 740204	1707 10TH CT	1707	10TU CT	No	Vac
	1707 10TH ST		10TH ST	No	Yes
	1420 11TH ST		11TH ST	No	Yes
	1515 11TH ST		11TH ST	No	Yes
	1401 11TH ST		11TH ST	No	Yes
002-808430			5TH ST	No	Yes
	1309 5TH ST		5TH ST	No	Yes
	1018 5TH ST		5TH ST	No	Yes
003-806905	1220 7TH ST	1220		yes	No
028-804549	1416 15TH AVE	1416	15TH AVE	Yes	No
004-802749	1329 11TH ST	1329	11TH ST	yes	Yes
004-802750	1329 11TH ST	1329	11TH ST	No	Yes
003-746740	616 13TH AVE	616	13TH AVE	No	Yes
003-756237	604 13TH AVE	604	13TH AVE	No	Yes
003-760676	1108 6TH ST	1108	6TH ST	No	Yes
005-751341	1316 11TH AVE	1316	11TH AVE	No	Yes
030-750399	1414 8TH ST	1414 8	8TH ST	No	Yes
005-756083	1308 12TH AVE	1308	12TH AVE	Yes	Yes
030-761753	1421 8TH ST	1421 8	8TH ST	No	Yes
030-806806	1408 8TH ST	1408 8	8TH ST	No	Yes
031-751245	1928 9TH ST	1928	9TH ST	No	yes
004-802590	1221 12TH ST	1221	12TH ST	No	Yes
004-807459	1326 10TH ST	1326	10TH ST	No	Yes
	1208 5TH ST		5TH ST	No	Yes
-	1717 5TH ST	1717 5		No	Yes
	1002 5TH ST		5TH ST	No	Yes
005-801647	1316 13TH AVE	1316	13TH AVE	No	Yes
	1317 15TH AVE			No	Yes
-	515 12TH AVE	-	12TH AVE	No	Yes
	1125 13TH ST		13TH ST	No	Yes
	1314 16TH AVE		16TH AVE	Yes	Yes
	1019 19TH AVE		19TH AVE		Yes
	1322 8TH ST		BTH ST	No	Yes
	1714 8TH ST		BTH ST	No	Yes
003-762199			9TH ST	No	Yes
	1322 16TH AVE		16TH AVE	Yes	Yes
	915 10TH ST		10TH ST	Yes	Yes
	1206 10TH ST		10TH ST	No	Yes
002-808467	919 5TH ST		5TH ST	No	Yes
004-736311	925 12TH ST		12TH ST	No	Yes
029-750721	1201 16TH AVE		16TH AVE	No	Yes
	1212 6TH ST		6TH ST	No	Yes
	2117 6TH ST			No	
			6TH ST		Yes
	1115 8TH ST		8TH ST	No	Yes
	1314 12TH AVE		12TH AVE	Yes	Yes
004-785334	1221 8TH AVE		8TH AVE	Yes	Yes
-	1103 14TH AVE		14TH AVE	Yes	No
030-807002	1425 8TH ST	1425	8TH ST	No	Yes

020 806112	1 4 2 0 1 OTH CT	1420	10TH CT	No	lvos l
	1438 10TH ST		10TH ST	No	Yes
	1222 8TH ST		8TH ST	Yes	No
	1205 10TH AVE		10TH AVE		Yes
	1310 11TH ST		11TH ST	No	Yes
	1225 12TH AVE		12TH AVE		Yes
	1431 16TH AVE		16TH AVE		Yes
	811 12TH ST		12TH ST	No	Yes
	1222 12TH ST		12TH ST	No	Yes
031-806997	931 18TH AVE		18TH AVE	Yes	No
	1330 8TH AVE	1330	8TH AVE	No	Yes
	912 14TH AVE		14TH AVE	No	Yes
012-752797	1402 8TH AVE	1402	8TH AVE	No	Yes
011-752606	1210 8TH AVE	1210	8TH AVE	No	Yes
004-754056	1217 9TH AVE	1217	9TH AVE	No	Yes
030-807518	1412 9TH ST	1412	9TH ST	No	Yes
004-763411	809 10TH ST	809	10TH ST	Yes	Yes
005-801642	1309 10TH AVE	1309	10TH AVE	No	Yes
004-801021	1207 10TH ST	1207	10TH ST	No	Yes
029-806675	2212 10TH ST	2212	10TH ST	No	Yes
003-754455	803 10TH AVE	803	10TH AVE	No	Yes
028-802047	1423 16TH AVE	1423	16TH AVE	No	Yes
004-807436	1205 11TH AVE	1205	11TH AVE	Yes	Yes
005-800074	1324 13TH AVE	1324	13TH AVE	Yes	No
032-747887	2205 5TH ST	2205	5TH ST	No	Yes
003-806611	1114 5TH ST	1114	5TH ST	No	Yes
003-756229	603 13TH AVE	603	13TH AVE	No	Yes
030-807110	816 15TH AVE	816	15TH AVE	No	Yes
005-800575	1301 11TH AVE	1301	11TH AVE	No	Yes
003-761710	1310 8TH ST	1310	8TH ST	No	Yes
029-751207	1608 11TH ST	1608	11TH ST	No	Yes
029-805266	1810 11TH ST	1810	11TH ST	No	Yes
029-800781	1424 12TH ST	1424	12TH ST	No	Yes
005-737075	1416 10TH AVE	1416	10TH AVE	Yes	Yes
003-807024	504 14TH AVE	504	14TH AVE	No	Yes
004-803572	1116 11TH ST	1116	11TH ST	No	Yes
031-818831	2126 6TH ST	2126	6TH ST	Yes	Yes
005-801656	1118 13TH ST	1118	13TH ST	No	Yes
005-801312	1314 14TH AVE	1314	14TH AVE	Yes	Yes
003-761478	813 8TH ST	813	8TH ST	No	Yes
028-806260	1302 15TH AVE	1302	15TH AVE	No	Yes
028-806694	1423 15TH AVE	1423	15TH AVE	Yes	Yes
-	1511 8TH ST		8TH ST	No	Yes
010-751928	508 8TH AVE		8TH AVE	No	Yes
030-801612	1728 8TH ST		8TH ST	No	Yes
031-750764	2105 8TH ST		8TH ST	No	Yes
031-800853	2029 8TH ST		8TH ST	No	Yes
004-800862	1203 9TH AVE		9TH AVE	No	Yes
35.00002	=======================================	1200			

004 800863	1202 OTH AVE	1202	OTIL AV/E	lvaa	Vaa
004-800863	1203 9TH AVE		9TH AVE	Yes	Yes
003-762628	1327 9TH ST		9TH ST	Yes	Yes
030-761729			8TH ST	No	Yes
029-764868			11TH ST	No	Yes
002-808450			5TH ST	No	Yes
030-738195			5TH ST	No	Yes
003-807014			5TH ST	No	Yes
030-804762	1493 10TH ST	1493	10TH ST	No	Yes
028-736214	1420 15TH AVE	1420	15TH AVE	No	Yes
003-806982	1222 7TH ST	1222	7TH ST	No	Yes
003-760889	825 7TH ST	825	7TH ST	No	Yes
005-754153	1427 9TH AVE	1427	9TH AVE	No	Yes
004-807420	1209 10TH ST	1209	10TH ST	Yes	No
030-803706	1422 8TH ST	1422	8TH ST	No	Yes
003-806915	1316 5TH ST	1316	5TH ST	No	Yes
004-733134	917 10TH AVE	917	10TH AVE	No	Yes
003-761591	1008 8TH ST	1008	8TH ST	No	Yes
003-761389	801 8TH ST	801	8TH ST	No	Yes
004-762555	1300 9TH ST	1300	9TH ST	No	Yes
002-753750	414 9TH AVE	414	9TH AVE	No	Yes
004-748336	910 11TH ST	910	11TH ST	Yes	No
004-803640	1114 12TH ST	1114	12TH ST	Yes	Yes
030-806681	1410 7TH ST		7TH ST	No	Yes
004-751159	1212 10TH AVE		10TH AVE	No	Yes
028-756830	1305 15TH AVE		15TH AVE	No	Yes
004-764779	1118 11TH ST		11TH ST	No	Yes
003-761028	1112 7TH ST		7TH ST	No	Yes
010-759945			5TH ST	No	Yes
028-801030	1419 15TH AVE		15TH AVE	_	No
002-802359	416 12TH AVE		12TH AVE		Yes
004-801463			12TH ST	No	Yes
004-750588	1121 12TH AVE		12TH AVE	No	Yes
029-808466	1722 10TH ST		10TH ST	No	Yes
030-807349	1487 10TH ST		10TH ST	No	Yes
004-763683	1128 10TH ST		10TH ST	No	Yes
030-736559	1461 10TH ST		10TH ST	No	Yes
030-806740	1441 7TH ST		7TH ST	No	Yes
030-807133			7TH ST	No	Yes
004-796085	1018 1/2 9TH ST		9TH ST	No	Yes
004-796077	1018 9TH ST		9TH ST	No	Yes
009-818565			8TH AVE	Yes	Yes
009-818303	1329 10TH ST		10TH ST	No	Yes
029-806262			11TH ST	No	Yes
029-806262	1432 11TH ST		11TH ST	No	Yes
002-735579	1017 5TH ST		5TH ST	No	Yes
002-808424	1317 5TH ST		5TH ST	No	Yes
002-808480	1225 5TH ST	1225	5TH ST	YES	Yes

002-803785	429 12TH AVE	429	12TH AVE	No	Yes
	1411 5TH ST		5TH ST	No	Yes
002-808329	925 5TH ST		5TH ST	No	Yes
003-808918			7TH ST	Yes	Yes
010-760749	701 7TH ST		7TH ST	No	Yes
030-761737	1403 8TH ST	1403	8TH ST	No	Yes
003-760986	1105 7TH ST	1105	7TH ST	No	Yes
010-751936	508 8TH AVE	508	8TH AVE	No	Yes
004-801462	1228 11TH ST	1228	11TH ST	No	Yes
004-754528	1113 10TH AVE	1113	10TH AVE	No	Yes
005-752789	1335 8TH AVE	1335	8TH AVE	Yes	No
028-802028	1306 16TH AVE	1306	16TH AVE	yes	Yes
800-803195	614 15TH AVENUE CT	614	15TH AVE	No	yes
029-787566	1520 11TH ST	1520	11TH ST	No	yes
004-786810	918 10TH ST	918	10TH ST	No	yes
004-782262	1014 12TH ST	1014	12TH ST	No	yes
004-788597	909 11TH AVE	909	11TH AVE	No	yes
003-760668	1104 6TH ST	1104	6TH ST	No	Yes
031-762946	1904 9TH ST	1904	9TH ST	No	yes
003-802292	1330 8TH ST	1330	8TH ST	No	Yes
003-807211	1115 9TH ST	1115	9TH ST	No	Yes
002-805335	302 12TH AVE	302	12TH AVE	No	Yes
012-808752	228 13TH ST	228	13TH ST	No	Yes
012-809046	228 13TH ST	228	13TH ST	No	Yes
005-784095	1405 9TH AVE	1405	9TH AVE	No	Yes
002-802377	415 10TH AVE	415	10TH AVE	No	Yes
002-751871	421 8TH AVE	421	8TH AVE	Yes	No
002-804841	411 10TH AVE	411	10TH AVE	No	Yes
002-808321	1311 5TH ST	1311	5TH ST	No	Yes
003-751322	1006 5TH ST	1006	5TH ST	No	Yes
029-807126	1406 11TH ST	1406	11TH ST	Yes	Yes
003-800127	1220 5TH ST	1220	5TH ST	No	Yes
002-754420	417 10TH AVE	417	10TH AVE	Yes	Yes
004-807578	1211 12TH AVE	1211	12TH AVE	No	Yes
FIRE-751221	923 6TH ST	923	6TH ST	Yes	Yes
003-806912	1207 6TH ST	1207	6TH ST	No	Yes
003-807500	1314 5TH ST	1314	5TH ST	No	Yes

CO SRF Required Specifications INSTRUCTIONS

(SRF Equivalency)

STEPS:

- 1. The following specifications must be inserted in their entirety into the project construction specification documents for bidding and for construction. This includes material, supplies and equipment procurement contracts.
- 2. Bid advertisements must be posted for a minimum of 30 days prior to bid opening. The bid advertisement should include the following statement or similar: "This project anticipates funding from the Colorado State Revolving Fund (SRF) loan program. Bidder's attention is called to the SRF requirements in the bid package. Disadvantaged Business Enterprise (DBE) requirements and goals are included. Also, certified DBEs or a consortium of certified DBEs are encouraged to bid."
- 3. The following information must be input into the specifications by the Owner representative prior to bidding and contract execution:
 - a. <u>Section 1</u>: Insert the current Davis-Bacon Wage general decision number. The decision number must be verified 10-days prior to bid opening and updated if a new decision has been published. See Section 1 for instructions.
 - b. <u>Section 1</u>: A copy of the current published Davis-Bacon wage determination document must be attached and the attachment number provided.
 - c. Section 4: The applicable Colorado county (or counties) must be inserted.
- 4. The following certifications must be completed and submitted by the prime contractor with their bid:
 - a. Suspension and Debarment Certification Form
 - b. <u>DBE 6100-4</u> and <u>6100-3</u> Forms

If you have any questions regarding the specifications contained in this document, please contact your SRF program Project Manager from the list below. You may also contact the Unit Manager, Work Group Lead or the Compliance Specialist as needed.

<u>IMPORTANT:</u> Prior to construction, the project must receive environmental clearance and engineering final design approval from the Water Quality Control Division. If you have any questions regarding the status of these clearances and approvals please contact your SRF program Project Manager.

Name	Title	Phone	Email
Mark Henderson	Unit Manager	720-258-6450	mark.henderson@state.co.us
Alex Hawley	Work Group Lead	720-248-8095	alex.hawley@state.co.us
Erick Worker	Project Manager	303-692-3594	erick.worker@state.co.us
Aly Ulibarri	Project Manager	720-295-9634	aly.ulibarri@state.co.us
James Wheatley	Project Manager	720-248-7364	james.wheatley@state.co.us
Matt Alms	Compliance Specialist	720-263-1530	matt.alms@state.co.us
Jeff Zajdel	Project Manager	720-235-8828	jeff.zajdel@state.co.us
Sean Oliver	Project Manager	720-446-9073	sean.oliver@state.co.us



Colorado State Revolving Fund Required Specifications

(SRF Equivalency)

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Section 1 Davis Bacon Prevailing Wage Requirements

This contract is governed by the Davis Bacon and Relat	ed Acts and is subject to General Decision Number
COdated	
A copy of this General Decision Number is attached as	to this document.

The SRF Program is subject to Davis Bacon and Related Acts, which extends the requirements of the Davis-Bacon Act. Compliance with the Davis-Bacon Act is required for any project funded by the Drinking Water Revolving Fund (DWRF) or Water Pollution Control Revolving Fund (WPCRF) programs. Non-Compliance with the Davis-Bacon Act may result in debarment and suspension from working on future projects funded with federal dollars for up to three years and/or loss of funding for the current project.

Preamble

With respect to the Clean Water and Safe Drinking Water State Revolving Funds, EPA provides capitalization grants to each State which in turn provides sub-grants or loans to eligible entities within the State. Typically, the subrecipients are municipal or other local governmental entities that manage the funds. For these types of recipients, the provisions set forth under Roman numeral I, below, shall apply. Although EPA and the State remain responsible for ensuring subrecipients' compliance with the wage rate requirements set forth herein, those subrecipients shall have the primary responsibility to maintain payroll records as described in Section 3(ii)(A), below and for compliance as described in Section I - 5.

Attachment 1

Wage Rate Requirements under:

- The Consolidated Appropriations Act, 2016 (P.L 114-133), or
- The Water Resources Reform and Redevelopment Act of 2014 (WRRDA):

I. For Subrecipients that Are Governmental Entities:

The following terms and conditions specify how recipients will assist EPA in meeting its Davis - Bacon (DB) responsibilities when DB applies to EPA awards of financial assistance under The 2014 Act with respect to State recipients and subrecipients that are governmental entities. If a subrecipient has questions regarding when DB applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact the State recipient. The recipient or subrecipient may also obtain additional guidance from US Department of Labor (DOL) web site at

https://www.dol.gov/agencies/whd/government-contracts/construction

1. Applicability of the Davis-Bacon (DB) prevailing wage requirements.

Under The Consolidated Appropriations Act, 2016, or The Water Resources Reform and Redevelopment Act of 2014, DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving fund and to any construction project carried out in whole or in part by assistance made available by a drinking water treatment revolving loan fund. If a subrecipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the subrecipient must discuss the situation with the recipient State before authorizing work on that site.

2. Obtaining Wage Determinations.

- (a) Subrecipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.
 - (1) While the solicitation remains open, the subrecipient shall monitor https://sam.gov/ weekly to ensure that the wage determination contained in the solicitation remains current. The subrecipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the subrecipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the subrecipient.
 - (2) If the subrecipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the subrecipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The subrecipient shall monitor https://sam.gov/ on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.
- (b) If the subrecipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the subrecipient shall insert the appropriate DOL wage determination from https://sam.gov/ into the ordering instrument.
- (c) Subrecipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.
- (d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a subrecipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the subrecipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the subrecipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The subrecipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract and Subcontract provisions.

(a) The Recipient shall insure that the subrecipient(s) shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment works under the Clean Water State Revolving Fund (CWSRF) or a construction project under the Drinking Water State Revolving Fund (DWSRF) financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or The 2014 Act, the following clauses:

- (1) Minimum wages.
 - (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Subrecipients may obtain wage determinations from the U.S. Department of Labor's web site, https://sam.gov/

- (ii) (A)The subrecipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
 - (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
 - (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the subrecipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the subrecipient(s) to the State award official. The State award official will transmit the request to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days

- of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the subrecipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding.

(i) The subrecipient(s) shall, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Federal Agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual

wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- (ii) (A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the subrecipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the subrecipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at www.dol.gov/whd/forms/wh347instr.htm_ or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the subrecipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the subrecipient(s).
 - (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - (1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
 - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
 - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.
- (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- (iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees--

- (i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to

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

- (iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
- (5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- (6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may by appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- (7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and Subrecipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10)Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible

- to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (iii) The penalty for making false statements is prescribed in the U .S. Criminal Code, 18 U.S.C.
- 4. Contract Provision for Contracts in Excess of \$100,000.
 - (a) Contract Work Hours and Safety Standards Act. The subrecipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above, or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.
 - (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
 - (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section, the contractor and any subcontractor responsible, therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.
 - (3) Withholding for unpaid wages and liquidated damages. The subrecipient, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
 - (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.
 - (b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29

CFR 5.1, the Subrecipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Subrecipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Federal Agency, State, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

- (a) The subrecipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The subrecipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.
- (b) The subrecipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Subrecipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB. Subrecipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.
- (c) The subrecipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The subrecipient shall establish and follow a spot check schedule based on its assessment of the risks of non-compliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Subrecipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the subrecipient shall verify evidence of fringe benefit plans and payments there under by contractors and subcontractors who claim credit for fringe benefit contributions.
- (d) The subrecipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.
- (e) Subrecipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and HourDistrict Office listed at:

https://www.dol.gov/agencies/whd/contact/local-offices

Section 2 American Iron and Steel

The State Revolving Fund Program is subject to, and requires compliance with, the American Iron and Steel requirement (AIS). American Iron and Steel requires Water Pollution Control State Revolving Fund (WPCRF) and Drinking Water Revolving Fund (DWRF) assistance recipients use iron and steel products that are produced in the United States for projects for the construction, alteration, maintenance, or repair of a public water system or treatment works if the project is funded through an assistance agreement executed on or after January 17, 2014.

In providing bids, proposals, or services, the Contractor represents and warrants to and for the benefit of the borrower and the State that:

- a. The Contractor has reviewed and understands the American Iron and Steel requirement.
- b. All of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved.
- c. The Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the borrower or the State.

Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the borrower or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the borrower or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the borrower). While the Contractor has no direct contractual privity with the State, as a lender to the borrower for the funding of its project, the borrower and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of the Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

For purposes of the WPCRF and DWRF projects that must comply with the AIS requirement, an iron or steel product is one of the following made primarily of iron or steel that is permanently incorporated into the public water system or treatment works:

- Lined or unlined pipes or fittings;
- Manhole Covers;
- Municipal Castings;
- Hydrants;
- Tanks;
- Flanges;
- Pipe clamps and restraints;
- Valves;
- Structural steel;
- Reinforced precast concrete; and
- Construction materials.

If the subrecipient can justify a claim made under one of the categories below, a waiver may be granted. Until a waiver is granted by the EPA, the AIS requirement must be adhered to as described in the act.

A waiver may be provided if EPA determines that:

- 1. Applying these requirements would be inconsistent with the public interest.
- 2. Iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality.
- 3. Inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

All waiver requests must be routed through the Grants and Loans Unit project manager or compliance specialist.

EPA's guidance on AIS requirements, available at http://water.epa.gov/grants_funding/aisrequirement.cfm includes specific instructions for communities interested in applying for a waiver. After receiving a completed application for a waiver from the Grants and Loans Unit, EPA will publish the waiver request and all material submitted with the application on this website for 15 days. During that period, the public will have the opportunity to review the request and provide informal comment to the EPA.

Approved National Waivers available for borrowers and contractors include:

• April 15, 2014 De Minimis Waiver:

"The EPA is hereby granting a nationwide waiver pursuant to the American Iron and Steel requirements of P.L. 113-76 CAA 2014 (Act), section 436 under the authority of Section 436(b)(1) (public interest waiver) for de minimis incidental components of eligible water infrastructure projects. This action permits the use of products when they occur in de minimis incidental components of such projects funded by the Act that may otherwise be prohibited under section 436(a). Funds used for such de minimis incidental components cumulatively may comprise no more than a total of five percent of the total cost of the material used in and incorporated into a project; the cost of an individual item may not exceed one percent of the total cost of materials used in and incorporated into a project."

Section 3

National Term on Suspension and Debarment

I. General Requirements

- A. Under Executive Order 12549, an individual or organization debarred or excluded from participation in Federal assistance programs or Federal benefit programs may not receive any assistance award under a Federal program, or a subagreement thereunder for \$25,000 or more.
- B. The status of prospective individuals or organizations can be checked at the System for Award Management (SAM) at https://sam.gov/content/home
- C. Not being debarred or excluded from participation in Federal assistance shall be a condition of the contract in which this specification is included.
- D. It is the prime contractor's responsibility to verify that subcontractors, vendors, suppliers and manufacturers are not debarred or excluded from participation in Federal assistance programs prior to entering into any agreements or awarding contracts and the prime contractor must verify and document they are not on the excluded parties list.
- E. Verification can be completed by checking the System for Award Management (https://sam.gov/content/home) or by collection of a certification from that person documenting that the person is not excluded; or by adding a clause or condition to the covered transaction with that person indicating that not being excluded is a condition of the agreement. It is strongly recommended to check the System for Award Management.

II. Demonstrating Compliance

- A. A prospective prime contractor must submit a completed **Suspension and Debarment Certification Form** (reference Section 11-Forms) along with its bid. Failure to submit the certification may result in considering the bid as non-responsive.
- B. As needed a completed Suspension and Debarment Certification form will be required to be submitted by the prime contractor prior to contract execution.
- C. Prime contractors must document they have verified that all subcontractors, vendors, suppliers and manufacturers are not debarred or excluded from participation in Federal assistance programs.
 - Record of documentation of verification must be maintained throughout the duration of the project and available for review upon request by the Owner or Colorado SRF program.
 - 2. Upon completion of the project, the documentation must be provided to the Owner and maintained for at least three years after project completion.

Section 4 Equal Employment Opportunity

- I. Equal Opportunity Employment and Affirmative Action and Affirmative Action Requirements on Federally Assisted Construction Contracts: Notice and Equal Opportunity Clause
 - A. NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

This notice shall be included in, and shall be a part of, all solicitations for offers and bids on all federal and federally assisted construction contracts or subcontracts.

- (1) The Offerer's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.
- (2) The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

County	Minority Participation in Each Trade ¹	Female Participation in Each Trade ¹
Fort Collins, Larimer	6.9%	6.9%
Archuleta, Delta, Dolores, Eagle, Garfield, Grand Junction, Gunnison, Hinsdale, Jackson, La Plata, Mesa, Moffat, Montezuma, Montrose, Ouray, Pitkin, Rio Blanco, Routt, San Juan, San Miguel	nrfield, Grand Junction, Gunnison, nsdale, Jackson, La Plata, Mesa, offat, Montezuma, Montrose, Ouray, ckin, Rio Blanco, Routt, San Juan, San	
Colorado Springs, El Paso, Teller	10.9%	6.9%
Chaffee, Cheyenne, Clear Creek, Grand, Elbert, Kit Cason, Logan, Morgan, Park, Phillips, Sedgwick, Summit, Washington, Yuma	12.8%	6.9%
Greeley, Weld	13.1%	6.9%
Adams, Arapahoe, Boulder, Broomfield, Denver, Douglas, Gilpin, Jefferson	13.8%	6.9%
Alamosa, Baca, Bent, Conejos, Costilla, Crowley, Custer, Fremont, Huerfano, Kiowa, Lake, Las Animas, Lincoln, Mineral, Otero, Prowers, Rio Grande, Saguache	19.0%	6.9%

Pueblo	27.5%	6.9%

1) Source: FR Vol.45 No. 194 / Friday, October 3, 1980

These goals are applicable to all the contractor's construction work (whether or not it is Federal or Federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

- (3) The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number for the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed (See Form C).
- (4) As used in this Notice, and in the contract resulting from this solicitation, the covered area is County.

B. **EOUAL OPPORTUNITY CLAUSES**

- (1) The Equal Opportunity Clause published at 41 CFR Part 60-1.4(b) is required to be included in, and is part of, all nonexempt federally assisted construction contracts and subcontracts. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated.
- (2) In addition to the clauses described above, all federal contracting officers, all applicants, and all non-construction contractors, as applicable, shall include the specifications set forth in this section in all federal and federally assisted construction contracts in excess of \$10,000 to be performed in geographical areas designated by the Director pursuant to 41 CFR 60-4.6 of this part and in construction subcontracts in excess of \$10,000 necessary in whole or in part to the performance of non-construction Federal contracts and subcontracts covered under the Executive Order.
- II. STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)
 - A. DEFINITIONS AS USED IN SPECIFICATIONS

- (1) "Covered Area" means the geographical area described in solicitation from which this contract resulted;
- (2) "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
- (3) "Employer identification number" means the Federal Social Security number used on the employer's quarterly Federal Tax Return, U.S. Treasury Department Form 941.
- (4) "Minority" includes:
 - (a) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (b) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (c) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asian, the Indian Subcontinent, or the Pacific Islands);
 - (d) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North American and maintaining identifiable tribal affiliations through membership and participation or community identification).

B. **DETAILED SPECIFICATIONS**

- (1) Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$25,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
- (2) If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan (Plan) approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area, (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the Equal Employment Opportunity (EEO) clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
- (3) The contractor shall implement the specific affirmative action standards provided in paragraphs (6)(a) through (p) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

- (4) Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
- (5) In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
- (6) The contractor shall take specific affirmative action to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - (a) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - (b) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations where the contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
 - (c) Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the contractor may have taken.
 - (d) Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
 - (e) Develop on-the-job training opportunities and/or participate in training programs for the areas which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under (7)(b) above.

- (f) Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- (g) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- (h) Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.
- (i) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations servicing the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- (j) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.
- (k) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- (I) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- (m) Ensure that seniority practices, job classification, work assignments and other personnel practices, do not have a discriminatory effect by continually

- monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations are followed.
- (n) Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- (o) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- (p) Conduct a review, at least annually, of all supervisor's adherence to and performance under the contractor's EEO policies and affirmative action obligations.
- (7) Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (6)(a) through (p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under (6)(a) through (p) of the specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.
- (8) A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the order if a specific minority group of women is under-utilized).
- (9) The contractor shall not use the goals and timetables of affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- (10) The contractor shall not enter into any subcontract with any person or firm debarred from government contracts pursuant to Executive Order 11246.
- (11) The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- (12) The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph (6)

- of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.3.
- (13) The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
- (14) Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

Section 5 Williams-Steiger Occupational Safety and Health Act of 1970

A. Authority

- (1) The contractor is subject to the provisions of the Williams-Steiger Occupational Safety and Health Act of 1970.
- (2) These construction documents and the joint and several phases of construction hereby contemplated are to be governed, at all times, by applicable provisions of the Federal law(s), including but not limited to the latest amendment of the following:
 - (a) Williams-Steiger Occupational Safety and Health Act of 1970, Public Law 94-596;
 - (b) art 1910 Occupational Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations;
 - (c) Part 1926 Safety and Health Regulations for Construction, Chapter XVII of Title 29, Code of Federal Regulations.

B. Safety and Health Program Requirements

- (1) This project, its prime contractor and its subcontractors, shall at all times be governed by Chapter XVII of Title 29, Code of Federal Regulations, Part 1926 Safety and Health Regulations for Construction (29 CFR 22801), as amended to date.
- (2) To implement the program and to provide safe and healthful working conditions for all persons, general project safety meetings will be conducted at the site at least once each month during the course of construction, by the construction superintendent or his/her designated safety officer. Notice of such meeting shall be issued not less than three (3) days prior, stating the exact time, location, and agenda to be included. Attendance by the owner, architect, general foreman, shop steward(s), and trades, or their designated representatives, witnessed in writing as such, shall be mandatory.
- (3) To further implement the program, each trade shall conduct a short gang meeting, not less than once a week, to review project safety requirements mandatory for all persons during the coming week. The gang foreman shall report the agenda and specific items covered to the project superintendent, who shall incorporate these items in his/her daily log or report.
- (4) The prime contractor and all subcontractors shall immediately report all accidents, injuries, or health hazards to the owner and architect, or their designated representatives, in writing. This shall not obviate any mandatory reporting under the provisions of the Occupational Safety and Health Act of 1970.
- (5) This program shall become a part of the contract documents and the contract between the owner and prime contractor, prime contractor and all subcontractors, as though fully written therein.

Section 6 Discovery of Archaeological and Other Historical Items

A. Construction Procedures

In the event of an archaeological or more recent historical find (e.g., artifacts, housing sites) during any phase of construction, the following procedure should be followed:

- (1) Construction shall be halted, with as little disruption to the archaeological site possible.
- (2) The Contractor shall notify the Owner who shall contact the State Historical Preservation Officer.
- (3) The State Historical Preservation Officer may decide to have an archaeologist inspect the site and make recommendations about the steps needed to protect the site, before construction is resumed.
- (4) The entire event should be handled as expediently as possible in order to hold the loss in construction time to a minimum while still protecting archaeological finds.

B. National Register Status

In the event archaeological/historical data are evaluated to meet National Register criteria, the Advisory Council on Historic Preservation may be notified and asked to comment by the Water Quality Control Division.

Section 7 Disadvantaged Business Enterprise (DBE) - SRF Program Grant Agreement Information and Requirements

OVERVIEW OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The Environmental Protection Agency's (EPA) new Disadvantaged Business Enterprise (DBE) rule became effective on May 27, 2008. The new DBE rule sets forth an EPA program that serves the compelling government interest of remedying past and current racial discrimination through agency-wide procurement objectives. The new DBE rule revises and replaces EPA's Minority and Women Business Enterprise (MBE/WBE) Program for funding received after May 27, 2008.

Note that the loan recipient is not a passive conduit of the contractor's DBE information. By submitting the proposed contractor's DBE documentation to the SRF Loan Program for review, the loan recipient is asserting that it has found the proposed contractor's documentation of good faith efforts adequate.

In order to be counted as a MBE/WBE under the new EPA DBE rule, MBE/WBEs must be certified by a federal agency (e.g., EPA, Small Business Administration, and Department of Transportation) or by a State, locality, Indian Tribe, or independent private organization that meets the certification requirements of the new EPA DBE rule. Under the new EPA DBE rule an individual claiming economic disadvantaged status must have an initial and continued personal net worth of less than \$750,000.

Locating potential DBE subcontractors is the responsibility of the bidder/contractor. The following is a list of resources that may be used to locate potential DBEs:

- The Colorado Department of Transportation maintains a listing of certified DBEs on its website at: <u>Colorado Unified Certification Program (dbesystem.com)</u>
- The EPA Office of Small and Disadvantaged Business Utilization provides a small business vendor database that may include certified DBEs at: https://vpmdsweb.epa.gov/Vendors/list
- The Small Business Association (SBA) provides a small business procurement database search that includes the ability to search for certified DBEs at: https://www.sba.gov/partners/contracting-officials/small-business-procurement

Applications for certification by EPA can be found on EPA's Small Business Programs website at http://www.epa.gov/osbp/dbe_fair.htm Attention is hereby called to the services of the Small Business Association (SBA) and the Minority Business Development Agency (MBDA) of the Department of Commerce that can assist DBEs.

Each procurement contract signed by a loan participant must include the following term and condition:

"The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies." (Appendix A to Part 33—Term and Condition)

Additionally, the above term and condition is considered included in the contract in which this specification forms a part of the contract documents.

GUIDANCE FOR UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES REQUIREMENTS OF 40 CFR PART 33

A. REQUIREMENTS

 Each procurement contract signed by a loan recipient must include the following term and condition:

The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

- 2. The recipient and prime contractor will create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. The purpose of a bidders list is to provide the recipient and entities receiving identified loans who conduct competitive bidding with as accurate a database as possible about the universe of MBE/WBE and non-MBE/WBE prime and subcontractors. The list must include all firms that bid or quote on prime contracts, or bid or quote subcontracts on EPA assisted projects, including both MBE/WBEs and non-MBE/WBEs. The bidders list must only be kept until the project period for the identified loan has ended. The following information must be obtained from all prime and subcontractors:
 - (a) Entity's name with point of contact;
 - (b) Entity's mailing address, telephone number, and e-mail address;
 - (c) The procurement on which the entity bid or quoted, and when; and
 - (d) Entity's status as an MBE/WBE or non-MBE/WBE.
- 3. The recipient and prime contractor will exercise good faith efforts to attract and utilize small, minority, and women's business enterprises primarily through outreach, recruitment, and race/gender neutral activities.
 - (a) At a minimum, fulfillment of six affirmative steps (good faith efforts) is required as set forth below:
 - Ensure DBEs are made aware of contracting opportunities to the fullest extent
 practicable through outreach and recruitment activities. For Indian, Tribal, State
 and Local and Government recipients, this will include placing DBEs on
 solicitation lists and soliciting them whenever they are potential sources.
 - 2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
 - 3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian, Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
 - 4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

- 5. Use the services of the Small Business Association (SBA) and the Minority Business Development Agency (MBDA) of the Department of Commerce.
- 6. If the prime contractor awards subcontract, require the prime contractor to take the affirmative Steps 1 through 5 listed above.
- 4. The prime contractor must pay its subcontractors for satisfactory performance no more than 30 days from the prime contractor's receipt of payment from the owner.
- 5. The prime contractor must notify the owner in writing prior to any termination of a DBE subcontractor for convenience.
- 6. If a DBE subcontractor fails to complete work under the subcontract for any reason, the prime contractor must employ the good faith efforts if soliciting a replacement subcontractor, even if the fair share objectives have already been achieved.

B. FAIR SHARE OBJECTIVES

1. The Colorado SRF project goals are:

SRF Project	%MBE	%WBE
Construction	6.1%	6.6%

C. DEFINITIONS

- 1. <u>Disadvantaged Business Enterprise (DBE)</u> is a business concern which meets the qualifications of a <u>Minority Business Enterprise (MBE)</u>, <u>Women's Business Enterprise (WBE)</u>
- 2. Minority Business Enterprise (MBE) is a business concern which is:
 - (a) Certified as socially and economically disadvantaged by the Small Business Administration:
 - i. <u>Socially disadvantaged individuals</u> are those who have been subjected to racial or ethnic prejudice or cultural bias because of their identity as a member of a group without regard to their individual qualities.
 - ii. <u>Economically disadvantaged individuals</u> are those socially disadvantaged individuals whose ability to compete in the free enterprise system is impaired due to diminished capital and credit opportunities, as compared to others in the same business area who are not socially disadvantaged. In determining the degree of diminished credit and capital opportunities, the Small Business Administration shall consider, but not be limited to, the assets and net worth of such socially disadvantaged individuals. Individuals who certify that they are members of named groups (Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans), are to be

- considered socially and economically disadvantaged. Economically and socially disadvantaged individuals are deemed to include women.
- (b) Certified as a minority business enterprise by a State or Federal agency; and
- (c) An independent business concern which is at least 51 percent owned and controlled by minority group member(s).
 - i. A minority group member is an individual who is a citizen of the United States and one of the following:
 - 1. Black American;
 - 2. <u>Hispanic American</u> (with origins from Puerto Rico, Mexico, Cuba, South or Central America)
 - 3. Native American (American Indian, Eskimo, Aleut, native Hawaiian); or
 - 4. <u>Asian-Pacific American</u> (with origins from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territories of the Pacific, Northern Marianas, Laos, Cambodia, Taiwan or the Indian subcontinent).
 - ii. In order to satisfy this third criteria of the MBE definition, the minority ownership's interest must be real, substantial and continuing. Such interest is characterized by:
 - Risk of loss/share of profit commensurate with the proportional ownership; and
 - 2. Receipt of the customary incidents of ownership, such as compensation (i.e., salary and other personnel compensation).
 - iii. A minority owner must have and exercise control of the business decisions. Characteristics of control include, but are not limited to:
 - 1. Authority to sign bids and contracts;
 - 2. Decisions in price negotiations;
 - 3. Incurring liabilities for the firm;
 - 4. Final staffing decisions;
 - 5. Policy-making; and
 - 6. General company management decisions.
 - iv. Only those firms performing a useful business function according to custom and practice in the industry, are qualified as MBEs. Acting merely as a passive conduit of funds to some other firm where such activity is unnecessary to accomplish the project does not constitute a "useful business function according to custom and practice in the industry." The purpose of this approach is to discourage the use of MBE "fronts" and limit the creation of an artificial supplier and broker marketplace.

3. <u>Women's Business Enterprise (WBE)</u> is a business which is certified as such by a State or Federal agency, or which meets the following definition:

"A women's business enterprise is an independent business concern which is at least 51 percent owned by a woman or women, who also control and operate it. Determination of whether a business is at least 51 percent owned by a woman or otherwise qualified WBE which is 51 percent owned by a married woman in a community property State will not be disqualified because her husband has a 50 percent interest in her share. Similarly, a business which is 51 percent owned by a married man and 49 percent owned by an unmarried woman will not become a qualified WBE by virtue of his wife's 50 percent interest in his share of the business."

As in the case of a MBE, only United States citizens will be deemed to be WBEs. Similar to the MBE criteria, WBE should meet the criteria cited in subparagraphs C.2.a., C.2.b, and C.2.c(2), (3), and (4).

- 4. Fair Share or Fair Share Objective: A fair share or a fair share objective is an amount of funds reasonably commensurate with the total project funding and the availability of qualified MBEs and WBEs, taking into account experience on EPA-funded projects and other comparable projects in the area. A fair share objective does not constitute an absolute requirement, but a commitment on the part of the bidder to exercise good faith efforts as defined in this section to use MBEs and WBEs to achieve the fair share objective.
- 5. Recipient: A party receiving SRF financial assistance.
- 6. Project: The scope of work for which an SRF loan is awarded.
- 7. <u>Bidder:</u> A party seeking to obtain a contract with a recipient through a competitive, advertised, sealed bid process.
- 8. <u>Offeror:</u> A party seeking to obtain a contract with a recipient through a negotiative procurement process.
- 9. <u>Prime Contractor:</u> A party that has obtained a contract with a recipient through a competitive, advertised, sealed bid process.
- 10. Good Faith Efforts: Good faith efforts by a recipient, prime contractor, and/or bidder/offeror means efforts to attract and utilize DBEs primarily through outreach, recruitment, and race/gender neutral activities. The following are examples of activities to assist recipients, prime contractors and/or bidders/offerors to comply with good faith efforts.
 - (a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian, Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
 - i. Maintain and update a listing of qualified MBE/WBEs that can be solicited for construction, equipment, services and/or supplies.

- ii. Provide listings to all interested parties who request copies of the bidding or proposing documents.
- iii. Contact appropriate sources within your geographic area and state to identify qualified MBE/WBE for placement on your MBE/WBE business listings.
- iv. Utilize other MBE/WBE listings such as those of the state's minority business office, the Small Business administration (SBA), Minority Business Development Agency (MBDA) of the Department of Commerce, EPA OSDBU, and DOT.
- v. Have state environment agency personnel review solicitation lists.
- (b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
 - Develop realistic delivery schedules which may provide for greater MBE/WBE participation.
 - ii. Advertise through the minority media in order to facilitate MBE/WBE utilization. Such advertisements may include, but are not limited to, contracting and subcontracting opportunities, hiring and employment, or any other matter related to the project.
 - iii. Advertise in general circulation publications, trade publications, state agency publications and minority and women's business focused media concerning contracting opportunities on your projects. Maintain a list of minority and/or women's business-focused publications that may be utilized to solicit MBE/WBEs.
- (c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian, Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
 - i. Perform an analysis to identify portions of work that can be divided and performed by qualified MBE/WBEs.
 - ii. Scrutinize the elements of the total project to develop economical units of work that are within the bonding range of MBE/WBEs.
 - iii. Conduct meetings, conferences, and follow-ups with MBE/WBE associations and minority media to inform these groups of opportunities to provide construction, equipment, services and supplies.
- (d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

- i. Notify MBE/WBEs of future procurement opportunities so they may establish bidding solicitations and procurement plans.
- ii. Provide MBE/WBE trade organizations with succinct summaries of solicitations.
- iii. Provide interested MBE/WBEs with adequate information about plans, specifications, timing and other requirements of the proposed projects.
- (e) Use the services of the <u>SBA</u> and the Minority Business Development Agency (<u>MBDA</u>) of the Department of Commerce.
 - i. Use the services of outreach programs sponsored by the MBDA and/or the SBA to recruit bona fide firms for placement on DBE bidders lists to assist these firms in the development of bid packaging.
 - ii. Seek out Minority Business Development Centers (MBDC) to assist recipients and prime contractors in identifying MBE/WBEs for potential work opportunities on projects.
- (f) If the prime contract awards subcontracts, require the prime contractor to take steps in Paragraphs (a) through (e) of this section.

D. REPORTING

During Bidding:

- 1. Bidders/offerors must demonstrate compliance with good faith efforts in order to be deemed responsible.
- 2. The prime contractor must complete DBE Solicitations Form (Form 6100-4).
- 3. The prime contractor must have its DBE subcontractors complete DBE Program Subcontractor Performance Form (Form 6100-3).
- 4. Form 6100-3 and Form 6100-4 must be submitted by all bidders with their bid. Failure to submit this information may result in the bid being considered as a non-responsive bid.

During Performance of the Contract:

- 5. The prime contractor must distribute DBE Program Subcontractor Participation Form (Form 6100-2) to all of its contracted DBE subcontractors. The subcontractors can submit completed forms to the State of Colorado, Water Quality Control Division, Grants and Loans Unit.
- 6. The prime contractor must complete **DBE Form B** to report DBE procurements made during each quarter. These reports must be submitted within 5 days of the end of each Federal fiscal quarter (by 1/5, 4/5, 7/5, and 10/5). Reports may be emailed to: CDPHE grantsandloans@state.co.us

The recipient will in turn submit this reporting for "DBE Utilization Under Federal Grants, Cooperative Agreements, and Interagency Agreements," to the Project Administrator beginning with the Federal Fiscal year quarter the bid is awarded and continuing until the project is completed.

Section 8 Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment

The following requirements including terms and conditions apply to this contract and expenditures submitted for reimbursement through the state revolving fund loan covering the work to be completed in this contract.

- A. This term and condition implements 2 CFR 200.216 and is effective for obligations and expenditures of EPA financial assistance funding on or after 8/13/2020.
- B. As required by 2 CFR 200.216, EPA recipients and subrecipients, including borrowers under EPA funded revolving loan fund programs, are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). Recipients, subrecipients, and borrowers also may not use EPA funds to purchase:
 - 1. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - 2. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - 3. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- C. Consistent with 2 CFR 200.471, costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, and cloud servers are allowable except for the following circumstances:
 - 1. Obligating or expending EPA funds for covered telecommunications and video surveillance services or equipment or services as described in 2 CFR 200.216 to:
 - a) Procure or obtain, extend or renew a contract to procure or obtain;
 - b) Enter into a contract (or extend or renew a contract) to procure; or
 - c) Obtain the equipment, services, or systems.

- 2. Certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the System for Award Management exclusion list at https://sam.gov/
- D. There is no exhaustive list of components and services that fall under the prohibition. Exercise due diligence and be particularly mindful of project components with internet or cellular connections. For example, recipients should be mindful of automatic meter reading (AMR) technology and advanced metering infrastructure (AMI), instrumentation control systems (e.g. process control systems, distributed control systems and programmable logic controls), and security cameras and other electronic security measures to ensure that those items are procured from a non-excluded entity. Items included in the prohibition are not eligible SRF costs, and the SRF programs cannot reimburse borrowers for these costs.

Section 9 Signage Requirements

- A. Signage must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period. In cases where the construction site covers a large area (e.g., lead service line replacement or septic tank repair/replacement projects), a sign should be placed in an easily visible location near where the work is being performed (e.g., entrance to the neighborhood, along a main road through town, etc.). Signage costs are considered an allowable SRF expense, provided the costs associated with the signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, assistance recipients are encouraged to translate the language on signs (excluding the official emblems or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable SRF expenses, provided the costs are reasonable.
- B. The BIL signage term and condition requires a physical sign displaying required emblems and EPA logo be placed at construction sites for BIL-funded projects. The required emblems, styles, format, size, and detailed instructions for producing the required sign is included in the following guidance:
 - 1. CO SRF Bipartisan Infrastructure Law Signage Guidance and SRF agency logo files

Section 10 Build America, Buy America (BABA)

- A. The State Revolving Fund Program and the contract including this specification is subject to, and requires compliance with, the Build America, Buy America Act (BABA) requirements. The BABA requirements refer to Title IX-Build America, Buy America of the Infrastructure Investment and Jobs Act (IIJA) also known as the Bipartisan Infrastructure Law (BIL) passed by Congress on November 15, 2021.
- B. ALL CONSTRUCTION CONTRACTS MUST HAVE THE FOLLOWING CLAUSE REQUIRING COMPLIANCE WITH THE BABA REQUIREMENTS:
 - 1. The Contractor acknowledges to and for the benefit of the Owner and the Funding Authority (Colorado Water Resources and Power Development Authority) that it understands the goods and services under the loan agreement for the project are being funded with federal monies and have statutory requirements commonly known as "Build America, Buy America;" that requires all of the iron and steel, manufactured products, and construction materials used in the project to be produced in the United States ("Build America, Buy America Requirements") including iron and steel, manufactured products, and construction materials provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Owner and Funding Authority (a) the Contractor has reviewed and understands the Build America, Buy America Requirements, (b) all of the iron and steel, manufactured products, and construction materials used in the project will be and/or have been produced in the United States in a manner that complies with the Build America, Buy America Requirements, unless a waiver of the requirements is approved in writing for the project as described in this specification and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the Build America, Buy America Requirements, as may be requested by the Owner or the Funding Authority. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Owner or Funding Authority to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Owner or Funding Authority resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the Funding Authority or any damages owed to the Funding Authority by the Owner). If the Contractor has no direct contractual privity with the Funding Authority, as a lender or awardee to the Owner for the funding of its project, the Owner and the Contractor agree that the Funding Authority is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the Funding Authority.
- C. In providing bids, proposals, or services, the Contractor represents and warrants to and for the benefit of the borrower and the State Revolving Fund the following:
 - 1. The Contractor has reviewed and understands the Build America, Buy America Act Requirements.
 - All of the iron and steel, manufactured products, and construction materials used in the project in the United States in a manner that complies with the Build America, Buy America Requirements, unless a waiver of the requirements has been approved in writing for the project as described in this specification.
- D. By signing payment applications and requesting payment, Contractor certifies they have reviewed documentation for all products and materials submitted for payment, and the certifications are sufficient to demonstrate compliance with Build America, Buy America Requirements.
- E. Build America, Buy America Products
 - 1. Product Definitions

- Title IX Build America, Buy America of the Infrastructure Investment and Jobs Act (IIJA) also known as the Bipartisan Infrastructure Law (BIL) includes the following:
- Title IX Build America, Buy America, Subtitle A Build America, Buy America, Part I Buy America Sourcing Requirements, Section 70912 DEFINITIONS, (6) PRODUCED IN THE UNITED STATES.—The term "produced in the United States" means—
- (A) in the case of iron or steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (B) in the case of manufactured products, that—
 - (i) the manufactured product was manufactured in the United States; and
 - (ii) the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- (C) in the case of construction materials, that all manufacturing processes for the construction material occurred in the United States.

2. Product Examples

The following is provided strictly as examples and it is the Contractor's responsibility to ensure that all products comply with the BABA Requirements.

- (a). Environmental Protection Agency (EPA) <u>Memorandum on Build America Act Implementation</u>
 <u>Procedures for the EPA Office of Water Federal Financial Assistance Programs dated November 3, 2023</u>
 provides the following guidance in Section 2: Product Coverage:
 - Q2.1: For products made of iron and steel, what is the difference between predominantly and primarily iron and steel?
 - A2.1: EPA considers the terms "predominantly" and "primarily" to be interchangeable, such that a product is considered predominantly (or primarily) iron and steel if it contains greater than 50 percent iron and steel by material cost.
 - Q2.2: What is the definition of construction materials (with examples)?
 - A2.2: From OMB Guidance M-22-11: "construction materials" include an article, material, or supply (other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; aggregate binding agents or additives; or non-permanent products) that is or consists primarily of: non-ferrous metals, plastic and polymer-based products (including polyvinyl chloride, composite building materials, and polymers used in fiber optic cables), (including optic glass), lumber, and drywall.
 - Q2.3: What are manufactured products (with examples)?
 - A2.3: From OMB Guidance M-22-11: "...all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation..." The manufactured products category would cover the majority of potential water infrastructure products, including complex products made up of a variety of material types and components. For water infrastructure projects, common manufactured products would include, but not be limited to, pumps, motors, blowers, aerators, generators, instrumentation and control systems, gauges, meters, measurement equipment, treatment equipment, dewatering equipment, actuators, and many other mechanical and electrical items.

(b) The EPA <u>Memorandum on Build America Act Implementation Procedures for the EPA Office of Water Federal Financial Assistance Programs dated November 3, 2023</u> provides example lists of products classified as Iron and Steel and Manufactured Products.

F. Waivers

- 1. Types of Waivers
 - Pursuant to Section 70914(c) of the BABA Act, EPA may waive Buy America preference where EPA finds that:
 - a. Applying the domestic content procurement preference would be inconsistent with the public interest (a "public interest waiver");
 - b. Types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality (a "nonavailability waiver"); or
 - c. Inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent (an "unreasonable cost waiver").

2. Applying for a Waiver

- a. EPA issued waivers
 - i. A list of EPA issued waivers is available at the following site:

https://www.epa.gov/cwsrf/build-america-buy-america-baba-approved-waivers

- ii. The Owner and Contractor must submit a written request to the Colorado SRF program for approval of an EPA issued waiver.
- iii. A waiver is not approved until written approval has been issued by the Colorado SRF program or the EPA (if required by the waiver).
 - Exception: Use of the <u>Public Interest: DeMinimis General Applicability Waiver of Section 70914(a) of P.L. 117-58, Build America, Buy America Act, 2021 for US EPA Financial Assistance Awards and Procurements issued October 21, 2022 does not require prior approval; however the Owner and Contractor must submit written notification that the waiver will be used, and DeMinimis compliance documentation must be submitted as described in this specification to demonstrate compliance with the waiver.
 </u>

b. Project specific waivers

- a. The Owner and Contractor must notify the state agency in writing prior to applying for a waiver. The assistance recipient should email the request in the form of a Word document (.doc) or editable PDF (.pdf) to the funding program. The state designee(s) will review the application for the waiver and determine whether the necessary information has been included.
- b. After receiving an application for a waiver, EPA will perform market research to determine whether the iron, steel, manufactured goods, or construction materials are available domestically, or whether the items are cost prohibitive.
- c. After research, if no domestic product has been identified, EPA is required to publish the application and all material submitted with the application on EPA's website for 15 days. During that period, the public will have the opportunity to review the request and provide informal comment to EPA. The website can be found at: https://www.epa.gov/cwsrf/build-america-buy-america-baba-waivers-open-public-comment
- d. After receiving an application for waiver of the BABA requirements, EPA will determine whether the application properly and adequately documents and justifies the statutory basis cited for the waiver to determine whether or not to grant the waiver.
- e. Signature of waiver approval by the Administrator or another agency official with delegated authority As soon as the waiver is signed and dated, EPA will notify the State

- SRF program and post the signed waiver on the Agency's website. The assistance recipient should keep a copy of the signed waiver in its project files.
- f. A waiver is not approved until EPA has fully completed the approval process as described above and the Owner and Contractor must not rely on the waiver to meet the BABA requirements until the waiver is approved.

G. Compliance Documentation

- 1. Compliance with the BABA requirements is essential for the duration of the project. If a project is found to be out of compliance or fails to provide required documentation with the BABA requirements, funding may be withheld until the issue is rectified or other measures may be implemented as described herein.
 - a. Compliance is assessed where the domestic product is used (or installed) at the project site. Proper compliance documentation, whether it is a BABA certification letter or a waiver, should accompany a product prior to its "use", in accordance with Section 70914(a) of BIL.
 - b. Assistance recipients and their representatives should ensure that the products delivered to the construction site are accompanied by proper documentation that demonstrate compliance with the law and be made available to Colorado SRF program upon request. The documentation may be received and maintained in hard copy or electronically.
 - c. All BABA compliance documentation must be maintained by the contractor onsite for the duration of the project,
 - d. Upon completion of the project, the documentation must be provided to the Owner and maintained for at least three years after project completion.

2. Required Documentation

- a. BABA Product Certification Letters: The contractor must collect certified letters for all products that fall underneath the BABA Requirements. At minimum the certification letter must include the following elements:
 - 1. Specific project reference
 - 2. Specific List of Products
 - 3. Location of Manufacturing (city and state)
 - 4. Signature of authorized manufacturer representative
 - 5. Reference to the Build America, Buy America Act and that the products comply with the BABA Requirements.

Note: For products that are considered "Iron or Steel" as defined in the BABA requirements a product certification letter including elements 1 through 4 listed above and certifying compliance with the EPA American Iron and Steel requirement are acceptable.

- b. SRF BABA Product Tracking Log: The contractor must maintain a tracking log of all the products that must comply with the BABA Requirements categorizing each product as either an "Iron or Steel" product, a "Manufactured Product", or a "Construction Material" and the tracking log must document that a BABA certification has been collected for each product. The contractor must submit the tracking log with each pay application and it must be included in each reimbursement requisition submitted to the Colorado SRF program.
 - The Colorado SRF Program will review the product log and request submission of BABA certification letters as needed during reimbursement requisition review to verify BABA Requirements compliance.
- c. SRF BABA Pay Application Certification Form: The assistance recipient must sign and submit the form with each reimbursement requisition. Reimbursement requisitions will not be processed until the signed form is submitted and failure to submit the signed certification form may result in considering the project out of compliance with this specification and the BABA requirements.

Section 11 SRF Required Forms by Section

SRF forms can be found at the following website (click on "Forms" button at bottom of page): https://cdphe.colorado.gov/state-revolving-fund-information

The list of forms are below. Please contact your SRF Project Manager if you have any questions.

Section 1 - Davis Bacon Prevailing Wages

- Davis Bacon Certification Form (SRF form);
- WH 347 Contractors Payroll Form;
- Standard Form 1444 Request for Authorization of Additional Classification and Rate;
- Standard Form 1445 Labor Standards Interview Form.

Section 2 - American Iron and Steel

- SRF American Iron and Steel Certification Form
- SRF American Iron and Steel Product Log

Section 3 -National Term on Suspension and Debarment

Suspension and Debarment Certification

Section 4 - Equal Employment Opportunity and Affirmative Action Requirements

No applicable forms.

Section 5 - Williams-Steiger Occupational Safety and Health Act of 1970

No applicable forms.

<u>Section 6 - Discovery of Archaeological and Other Historical Items</u>

• No applicable forms.

Section 7 - Disadvantaged Business Enterprise (DBE)

- Form 6100-2 provided by prime contractor and completed by DBE subcontractor and submitted to the CDPHE GLU project manager.
- Form 6100-3 completed by prime contractor and DBE subcontractor and submitted to CDPHE GLU project manager as part of their bid.
- Form 6100-4 completed by prime contractor and submitted as part of their bid.
- DBE Form B completed by prime contractor submitted to <u>cdphe_grantsandloans@state.co.us</u>.

Section 8 - Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment

• No applicable forms.

Section 9 - Signage Requirements

No applicable forms, reference <u>CO SRF Bipartisan Infrastructure Law Signage Guidance</u> and <u>SRF agency logo files</u>

Section 10 - Build America, Buy America

- SRF BABA Product Tracking Log
- SRF BABA Pay Application Certification Form

"General Decision Number: CO20240002 02/23/2024

Superseded General Decision Number: CO20230002

State: Colorado

Construction Type: Heavy

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

Counties in Colorado.

HEAVY CONSTRUCTION PROJECTS

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an |. The contractor must pay option is exercised) on or after January 30, 2022:

- . Executive Order 14026 generally applies to the contract.
- all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.

If the contract was awarded on . Executive Order 13658 or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:

- generally applies to the contract.
- The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

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

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

Modification Number

Publication Date

01/05/2024

1

02/23/2024

* ASBE0028-001 01/01/2024

Rates

Fringes

Asbestos Workers/Insulator (Includes application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems).....\$ 32.98 16.47

BRC00007-004 01/01/2023

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

	Rates	Fringes	
BRICKLAYER	\$ 34.18	10.86	
BRC00007-006 05/01/2023			

EL PASO AND PUEBLO COUNTIES

	Rates	Fringes
BRICKLAYER	\$ 31.89	13.70
ELEC0012-011 09/01/2023		

PUEBLO COUNTY

	Rates	Fringes
ELECTRICIAN	\$ 31.90	14.96
ELEC0068-001 06/01/2023		
ADAMS, ARAPAHOE, BOULDER, BROOMFI JEFFERSON, LARIMER, AND WELD COUN	-	DOUGLAS,
	Rates	Fringes
ELECTRICIAN	\$ 43.20	18.38
ELEC0111-001 09/01/2023		
	Rates	Fringes
Line Construction: Groundman Line Equipment Operator Lineman and Welder	\$ 39.77	21.25%+7.40
* ELEC0111-007 01/01/2023		
MESA COUNTY		
	Rates	Fringes
ELECTRICIAN	\$ 27.10	12.62
ELEC0113-002 06/01/2023		
EL PASO COUNTY		
	Rates	Fringes
ELECTRICIAN	\$ 35.70	17.52
ENGI0009-001 05/01/2023		
	Rates	Fringes
Power equipment operators: Blade: Finish Blade: Rough	\$ 34.05 \$ 34.05 \$ 34.77	14.25 14.25 14.25 14.25 14.25

Cranes: 91 to 140 tons Cranes: 141 tons and over Forklift Mechanic Oiler	.\$ 38.63 .\$ 33.62 .\$ 34.58 .\$ 33.19 .\$ 34.21	14.25 14.25 14.25 14.25 14.25 14.25
IRON0024-003 11/01/2023		
	Rates	Fringes
IRONWORKER, STRUCTURAL Structural		22.84
LAB00086-001 05/01/2009		
	Rates	Fringes
Laborers: Pipelayer	.\$ 18.68	6.78
PLUM0003-005 06/01/2023		
ADAMS, ARAPAHOE, BOULDER, BROOMF JEFFERSON, LARIMER AND WELD COUN		UGLAS,
	Rates	Fringes
PLUMBER	.\$ 48.23	19.77
PLUM0058-002 07/01/2023		
EL PASO COUNTY		
	Rates	Fringes
Plumbers and Pipefitters	.\$ 43.90	16.83
PLUM0058-008 07/01/2023		
PUEBLO COUNTY		
	Rates	Fringes

Plumbers and Pipefitters	.\$ 43.90	16.83
PLUM0145-002 07/01/2023		
MESA COUNTY		
	Rates	Fringes
Plumbers and Pipefitters	.\$ 37.57	14.93
PLUM0208-004 06/02/2023		
ADAMS, ARAPAHOE, BOULDER, BROOMF, JEFFERSON, LARIMER AND WELD COUN		DUGLAS,
	Rates	Fringes
PIPEFITTER	.\$ 44.56	19.72
SHEE0009-002 07/01/2023		
	Rates	Fringes
Sheet metal worker	.\$ 38.47	20.83
TEAM0455-002 07/01/2023		
	Rates	Fringes
Truck drivers:		
Pickup Tandem/Semi and Water	.\$ 25.46 .\$ 26.09	4.77 4.77
* SUC02001-006 12/20/2001		
	Rates	Fringes
BOILERMAKER	.\$ 17.60	
Carpenters:		
Form Building and Setting All Other Work		2.74 3.37
Cement Mason/Concrete Finisher	.\$ 17.31	2.85
IRONWORKER, REINFORCING	.\$ 18.83	3.90
Laborers:		

Common	5 11.22 **	2.92
Flagger	8.91 **	3.80
Landscape\$	5 12.56 **	3.21
Painters:		
Brush, Roller & Spray\$	5 15.81 **	3.26
Power equipment operators:		
Backhoe\$	5 16.36 **	2.48
Front End Loader	5 17.24	3.23
Skid Loader	5 15.37 **	4.41

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

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

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

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

https://www.dol.gov/agencies/whd/government-contracts.

.....

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

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

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

Branch of Construction Wage Determinations Wage and Hour Division U.S. Department of Labor

200 Constitution Avenue, N.W. Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

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

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

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

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

END OF GENERAL DECISION"



Subcontractor Name

OMB Control No: 2090-0030 Approved: 8/13/2013 Approval Expires: 8/31/2015

Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Performance Form

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractors bid or proposal package.

Project Name

Bid/ Proposal No.	Assistance Agreeme	ent ID No. (if known)	Point of Contact	
Address				
Telephone No.		Email Address		
Prime Contractor Name		Issuing/Fundin	ng Entity:	
	Description of Work Involving Construction			Price of Work Submitted to the Prime Contractor
DBE Certified By: DOT	SBA	Meets/ exceeds EPA c	artification standar	rds?
Other:		YESNO		us.

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



OMB Control No: 2090-0030 Approved: 8/13/2013 Approval Expires: 8/31/2015

Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Performance Form

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
Title	Date

Subcontractor Signature	Print Name
Title	Date

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.



OMB Control No: 2090-0030 Approved: 8/13/2013 Approval Expires: 8/31/2015

Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Utilization Form

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE¹ subcontractors² and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name		Project Name			
Bid/ Proposal No.	Assistance Agreement ID	No. (if known)	Point of Co	ntact	
Address			<u>l</u>		
Telephone No.		Email Address			
Issuing/Funding Entity:		1			
I have identified not ential DDE					
I have identified potential DBE certified subcontractors		YES			NO
If yes, please complete the tabl	e below. If no, please expla	in:		l	
Subcontractor Name/ Company Name	Company Addre	ss/ Phone/ Ema	il	Est. Dollar Amt	Currently DBE Certified?
	———— Continue or	ı back if needed			

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



OMB Control No: 2090-0030 Approved: 8/13/2013 Approval Expires: 8/31/2015

Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Utilization Form

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
Title	Date

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.