Haven House
4806 North River Road
Olathe, CO 81425

REQUEST FOR PROPOSALS

CDBG - Haven House of Montrose, Inc. – Childcare Expansion Site Development/Modular Project

Issue Date: 10/21/2026

Bid Number: 26-001

Agent/Contact: Nichole Guest – Project Manager 970-200-6251

Submissions Must Be Received by: 11/04/2026 by 2 PM MST

ADMINISTRATIVE INSTRUCTIONS

Haven House of Montrose, Inc., is requesting proposals through the Request for Proposals (RFP) process to perform Construction Services for the Childcare Expansion – Site Work/Modular Project. Proposals shall be submitted electronically to nichole@havenhousehomeless.org and will be publicly received on **11/04/2026 at 3:00PM MST** through video conference at:

Meeting link: Bid Opening | Microsoft Teams | Meetup-Join

Late proposals will not be accepted, and it is the responsibility of the proposers to ensure that bids (including signed addenda) arrive by **2:00 PM** on the date listed above.

Complete bid packets can be downloaded from the web page https://havenhousehomeless.org/rfp-for-haven-house-expansion/. Requests for Clarification are to be submitted to **AND** nichole@havenhousehomeless.org. Responses to requests Clarification will be posted to the website, along with any Addenda. It is the responsibility of the proposer to incorporate, download, review, sign, and include addenda with their proposal.

Haven House reserves the right to accept or reject any or all proposals, to waive irregularities and/or informalities and to disregard all non-conforming, non-responsive, unbalanced or conditional proposals. Haven House complies with all Equal Opportunity requirements. All qualified proposers will receive consideration without regard to race, creed, color, national origin, sex, marital status, religion, ancestry, mental or physical handicap or age.

All Proposals and subsequently awarded General Contractor and subcontractors will be subject to Federal Guidelines and Regulations related to Community Development Block Grants, including but not limited to Section 3 of the Housing and Urban Development Act and the Davis Bacon Act.

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions apply to all Offers made to Haven House of Montrose, Inc. (hereafter "Haven House") by all prospective vendors/proposers (herein after referred to as "Bidder") regarding Haven House Solicitations including, but not limited to, Invitations to Bid, Requests for Proposals, Requests for Quotes, and Requests for Qualifications (hereafter "Solicitation" or Bid Solicitation).

A. CONTENTS OF BID

1. Bidders shall thoroughly read the project requirements and specifications, and shall examine any drawings and documents which may be incorporated into the Bid documents. As Bid documents frequently change for each Solicitation, veteran Bidders shall not assume that this Solicitation contains the same terms and conditions that were supplied in prior Solicitations. The Haven House is not obligated to identify either minimal or substantial modifications to Bid documents.

2. Bidders shall make all investigations necessary to thoroughly inform themselves regarding the plant and facilities affected by the delivery of services, materials, and equipment as required by the Bid conditions. No plea of ignorance by the Bidder of conditions that exist, or may hereafter exist, as a result of failure to fulfill the requirements of the contract documents, will be accepted as the basis for varying the requirements of the Haven House or the compensation to the Bidder.

3. Bidders are advised that all Haven House contracts are subject to all legal requirements contained in Municipal Ordinances and State and Federal Statutes governing purchasing activities.

4. Bidders are required to state the exact intentions of their offer to the Haven House via this Solicitation and must indicate any variances to the terms, conditions, and specifications of this Solicitation, no matter how slight. If variations are not stated in the Bidder's Offer, it shall be construed that the Bidder's Offer fully complies with all conditions identified in this Solicitation.

B. CLARIFICATION AND MODIFICATION OF BID SOLICITATION

1. Apparent silence or omissions within this Bid Solicitation regarding a detailed description of the materials and services to be provided shall be interpreted to mean that only the best commercial practices are to prevail and that only materials and workmanship of first quality are to be used.

2. If any Bidder contemplating submitting a Proposal under this Solicitation is in doubt as to the true meaning of the specifications, the Bidder must submit a written e-mail request for clarification to Haven House's Agent/Contact. The Bidder submitting the request will be responsible for ensuring that Haven House receives the request at least seven (7) calendar days prior to the scheduled bid opening or as noted in the special conditions.

3. Any official interpretation of the Bid Solicitation must be issued in writing by Haven House's Agent/Contact who is authorized to act on behalf of Haven House, or by Haven House's Legal Counsel. Haven House shall not be responsible for other interpretations offered by employees of Haven House who are not authorized to act on behalf of Haven House for this project.

4. If necessary, Haven House may issue a written addendum to clarify or inform of substantial changes which impact the technical submission of Bids. Addenda will be posted to the website and it is the Bidder's responsibility to download addenda. The Bidder shall certify its receipt of the addendum by signing the addendum and returning it with its Bid. In the event of a conflict with the original Bid Solicitation documents, addenda shall supersede all other documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

C. PRICING, COLLUSION, AND TAXES

1. Current Prices. Bid Proposals must be fixed and firm unless stated otherwise in the Bid Solicitation.

2. Discounts. Discounts shall not be considered in determining the lowest net cost for Bid evaluation purposes. Payment terms shall be as set forth in any contract executed between Haven House and the Bidder. Payment by Haven House is deemed to be made on the date of the mailing of the check, or as otherwise set forth in any contract executed between Haven House and the Bidder.

3. Collusion. The Bidder, by affixing its signature to this Proposal, certifies that its Proposal is made without previous understanding, agreement, or connection either with any persons, or entities offering a Bid for the same items, or with Haven House. The Bidder also certifies that its Bid is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. To ensure integrity of Haven House's public procurement process, all Bidders are hereby placed on notice that any and all Bidders who falsify the certifications required in conjunction with this section shall be prosecuted to the fullest extent of the law.

4. It shall be understood and agreed that Bid Offers submitted by persons and entities are done so independently of any other offers, and that Bidders will not knowingly participate in solicitations where there exists a conflict of interest with their entity and a member of Haven House staff or their immediate family.

5. Taxes. Bidders will neither include Federal, State, nor applicable Local excise or sales taxes in bid prices, as Haven House is exempt from payment of such taxes. The Colorado Department of Revenue, Certification of Exemption for Colorado State Sales/Use Tax account number for Haven House of Montrose is 98-010058. An exemption certificate will be provided, where applicable, upon request.

D. PREPARATION AND SUBMISSION OF BID

1. The Proposal must be typed or legibly printed in ink. The use of erasable ink is not permitted. All corrections made by the Bidder must be initialed in ink by the Bidder or its lawful agent.

2. Bid Proposals must contain a manual or electronic signature of an authorized agent of the Bidder in the space provided on the Bid Proposal Form. If the Bidder or its lawful agent fails to sign the Bid Proposal Form, its Bid shall be considered non-responsive and ineligible for award.

3. Unit prices shall be provided by the Bidder on the Bid Proposal Form when required in conjunction with the prescribed method of award. The Bidder shall enter "No Bid" for each item where a unit price will not be offered. Where there is a discrepancy between the unit price and the extension of prices, the unit price shall prevail.

4. All information and supplemental documentation required in conjunction with this Bid shall be furnished by the Bidder with its Bid Proposal. If the Bidder fails to supply any required information or documents, Haven House, in its sole discretion, may consider the Proposal non-responsive.

5. The accuracy of the Bid is the sole responsibility of the Bidder. No changes in the Proposal shall be allowed after the submission deadline, except when the Bidder can show clear and convincing evidence that an unintentional factual mistake was made, including the nature of the mistake and the price actually intended.

6. Haven House's Bid Proposal Form, when included with to this Bid Solicitation, must be used when the Bidder is submitting its Bid Proposal. The Bidder shall not alter this form unless instructed to do so in writing by Haven House. Failure to use Haven House's Bid Proposal Form may result in the Bid being considered non-responsive.

7. Bidders shall provide Proposal Forms, Statement of Work/Technical Offer Section, Special Conditions, Specifications and Pricing Form, and any other mandatory submittals with the bid.

8. Once bids have been opened, Haven House shall not consider any subsequent submissions of alternate terms and conditions.

9. Bid Bonds (5% of total bid price) and performance and payment bonds (100% of total bid price) are required on construction projects over $50,000.

10. Insurance certificates are required after a Notice of Award has been issued. Costs for additional coverage must be accounted for in the Bidder's proposal cost.

11. Bid Proposals received after the submission due date and time prescribed for the solicitation shall not be considered.

E. VENDOR APPLICATION AND RETENTION ON BIDDERS' LIST

Haven House does not maintain a bidder's list.

F. MODIFICATION OR WITHDRAWAL OF LEGITIMATE OFFERS

1. Bidder offers may be modified in the form of an official written notice, and must be received prior to the due time and date set forth in the Bid Solicitation. Each modification submitted must have the Bidder's name and return address and the applicable bid number and title clearly

marked on the face of the envelope. If more than one modification is submitted, the modification bearing the latest date of receipt by Haven House will be considered the valid modification.

2. Bids may be withdrawn prior to the due time and date set for the Solicitation, provided it is in the form of an official, authorized written request.

3. Proposals may not be modified or withdrawn after the due date and time set for the Bid opening for a period of ninety (90) calendar days. If a Bid Proposal is modified or withdrawn by the Bidder during this ninety (90) day period, Haven House may, at its option, place the Bidder on suspension and may not accept any further Bid Proposals from the Bidder for a period set by Haven House following the Bidder's modification or withdrawal of its Proposal. Haven House may reject an offer, in whole or in part.

G. EVALUATION OF OFFERS

1. Offers shall be evaluated based upon their responses to the questions and requests for information in this Bid Solicitation, and based upon whether and to what degree they comply with the instructions set forth herein. Thoroughness, accuracy, veracity, and professionalism in the responses shall be taken into account.

2. Haven House may, in its sole and absolute discretion:
    a. Reject any and all, or parts of any or all, Bid Proposals submitted by prospective Bidders;
    b. Re-advertise this Solicitation;
    c. Postpone or cancel the Bid process for this Solicitation;
    d. Waive any irregularities or technicalities in proposals received in conjunction with this Solicitation;
    e. Determine the criteria and process whereby Proposals are evaluated and awarded.

3. A Proposal may not be accepted from, nor any contract be awarded to, any person or entity which is in arrears to Haven House upon any debt or Contract or which is in default as surety or otherwise upon any obligation to Haven House.

4. No Contract shall be awarded to any person or entity which has failed to perform faithfully any previous contract with Haven House, the State or Federal government for a minimum period of one (1) year after said previous Contract was terminated for cause.

5. A Proposal may not be accepted from, nor any Contract awarded to, any person or entity which has pending litigation against Haven House at the date and time of the Bid Opening.

6. Contracts will be awarded to the responsible Proposer whose proposal is most advantageous to Haven House considering price and other factors including but not limited to:

    a. Demonstrated experience with the transportation, placement, setting, installation, and completion of modular or prefabricated buildings, including coordination with modular building manufacturers and subcontractors.

b. Demonstrated experience completing site development work associated with modular or commercial buildings, including site preparation, excavation, grading, foundations, utilities, drainage, concrete, parking, sidewalks, accessibility improvements, and other related site work as applicable to the project.

c. Demonstrated experience constructing, renovating, or completing site development for childcare centers, daycare facilities, preschools, early childhood centers, or similar facilities. Experience must include an understanding of the unique construction, safety, accessibility, and operational requirements associated with facilities serving young children.

d. Contractors shall provide a minimum of three (3) comparable projects completed within the past five (5) years, including project name, location, scope of work, completion date, and owner/client contact information. At least one project should demonstrate experience with modular building installation and at least one should demonstrate experience with a childcare or early childhood facility.

e. The contractor must demonstrate the ability to coordinate all aspects of the project, including the modular building provider, architects/engineers, subcontractors, utility providers, and Haven House representatives, to ensure the building placement and related site development are completed as an integrated project.

f. The contractor must maintain a physical business location within fifty (50) miles of the project site. This requirement is intended to ensure reasonable availability for project coordination, site meetings, construction oversight, and timely response to project needs.

g. Demonstrated prior experience working on projects funded in whole or in part through Community Development Block Grant (CDBG) funds, including familiarity with applicable CDBG requirements, documentation, procurement procedures, labor standards, reporting requirements, recordkeeping, and compliance obligations. Experience working directly with CDBG administrators, municipalities, counties, or other governmental entities is preferred.

h. Demonstrated experience working on federally funded projects subject to Davis-Bacon and Related Acts (DBRA) requirements, including compliance with prevailing wage requirements, certified payroll, employee classifications, wage determinations, labor standards documentation, and related reporting and recordkeeping obligations.

H. AWARD OF CONTRACT

1. Haven House's Agent/Contact is authorized to handle initial contacts regarding any protest of the solicitation or award of a Haven House contract, or any claim arising out of the performance of a Haven House contract, with Haven House Executive Director's approval. Any actual or prospective Bidder or Contractor who has a grievance in connection with the solicitation or award of a contract shall first seek resolution of the matter with Haven House's Agent/Contact.

2. If Haven House Executive Director or Haven House designee does not, within thirty (30) days after receiving a protest, or within such longer period as may be agreed upon by the parties, issue a written decision on the protest or make a determination that award of the contract is necessary, the protest shall be considered denied.

3. By law, Haven House reserves the right to accept or reject any or all proposed bids, or any combination of them, and to waive any informality or irregularity in the bid or in the bidding.

4. Successful Bidders shall comply with all local, state, and federal directives, ordinances, rules, orders, and laws as applicable to, and affected by, the Bid Proposal.

5. No Bidder shall be excluded from consideration for award in conjunction with this solicitation on the basis of race, color, creed, national origination, handicap, or sex, or be subjected to discrimination under any contractual award administered by Haven House.

I. CONTRACTUAL OBLIGATIONS

1. In order to ensure the efficient utilization of donor and grant dollars, successful Bidders shall comply with all contractual obligations contained in the Contract Documents, as set forth in the contract signed by Haven House and Bidder. A sample contract that Bidder will be expected to sign will be available at https://havenhousehomeless.org/rfp-for-haven-house-expansion/.

SPECIAL CONDITIONS

A. PRE-BID CONFERENCE

An in person, on site, pre-bid meeting will be held for this project on **10/28/2026 at 1 PM MST at 4806 N. River Rd. Olathe, CO, 81425.** This site meeting is **MANDATORY** for all interested contractors.

B. CONTACT PERSON

During the course of this request process, from issuance until a recommendation for award, Bidders shall not initiate contact related to this request with anyone other than the officially designated individuals:

For this bid the direct contact is to Nichole Guest – Project Manager 970-200-6251 or nichole@havenhousehomeless.org.

Failure to abide by this requirement may result in disqualification from further participation in this process.

C. QUESTION DEADLINE

All questions regarding this Request for Proposal shall be directed by email to the individuals listed above.

The deadline for receipt of questions from Bidders in regard to this RFP is **10/28/2026.**

Responses will be prepared by Haven House in an addendum and published on https://havenhousehomeless.org/rfp-for-haven-house-expansion/. The responses in writing are the only official answers.

D. SUBMITTAL INSTRUCTIONS

Haven House desires to receive a clear, concise, economical presentation of the vendor's proposal. Bidders should submit the following by electronic mail to nichole@havenhousehomeless.org by **11/04/2026 at 2 pm.** All changes and Addenda will be posted on the website noted above – it is the responsibility of the proposer to check for updates and make adjustments to schedule and changes to scope as posted. Please include the bid number and title in the subject of the email, proposer's name and address in the body of the email, and include the following attachments:

1. Cover letter
2. Contractor information
3. Similar project experience
4. PDF of the signed bid packet proposal forms
5. PDF of the technical proposal, schedule, and cost worksheet (see statement of work)
6. PDF of signed bid addenda

Failure to submit a proposal in the manner indicated may be cause for it to be considered 'non-responsive' and ineligible for consideration and subsequent award.

Proposals will be publicly received on **11/04/2026 at 3 PM** through video conference at
Meeting link: Bid Opening | Microsoft Teams | Meetup-Join

Late proposals will not be accepted and it is the responsibility of the proposers to ensure that bids (including signed addenda) arrive by 2 PM on the date listed above. Please join using this link - results will be screen shared as they are opened. A call in number will also be provided when you join using this link should your computer not have audio capabilities. Size limit for the bid email is 20 mb. If proposals are larger than 20 mb please submit a file share link through this email to submit the proposal.

PROPOSAL FORM - PAGE 1

SUBMITTED BY:

Company Name: _____

Address: _____ City: _____

State: _____ Zip: _____

Phone: _____ Fax: _____ Email: _____

CERTIFICATION: (if a Submission is Offered):
The undersigned hereby affirms that:

- He/she is a duly authorized agent of the Bidder;
- He/she has read the General Terms and Conditions, the Special Conditions and any technical specifications that were made available to the Bidder in conjunction with this Bid and fully understands and accepts these terms unless specific variations have been expressly listed on the Bid Proposal Form;
- The Submission is being offered independently of any other Bidder and in full compliance with the collusive prohibitions specified in the General Terms and Conditions of this solicitation; and
- The Bidder will accept any awards made to them as a result of this Solicitation for a minimum of ninety (90) calendar days following the date and time of the bid opening.

By: _____ _____
Signature of Agent Date

_____ _____
Typed/Printed Name of Agent Title of Agent

PROPOSAL FORM - PAGE 2

Company Name:_____

VARIATIONS:

The Bidder shall identify all variations and exceptions taken to the General Terms and Conditions, the Special Conditions, and any Technical Specifications in the space provided below; provided, however, that such variations are not expressly prohibited in the Bid documents. For each variation listed, reference the applicable section of the bid document. If no variations are listed here, it is understood that the Bidder's Proposal fully complies with all terms and conditions. It is further understood that such variations may be cause for determining that the Bid Proposal is non- responsive and ineligible for award:

Page #: _____Item # of Section: _____

Variance

_____

_____

_____

Page #: _____Item # of Section: _____

Variance

_____

_____

_____

Page #: _____Item # of Section: _____

Variance

_____

_____

_____

Page #: _____Item # of Section: _____

Variance

_____

_____

STATEMENT OF WORK

PART 1 – GENERAL ITEMS

1.1 PROJECT DESCRIPTION AND BACKGROUND

Haven House is soliciting proposals from qualified contractors to perform site work associated with the placement of a new 4,329 square foot modular childcare building. The project is located on the grounds of an active transitional housing facility. Work includes demolition, utility relocation and installation, excavation, retaining wall construction, and all related site improvements necessary to prepare for delivery and installation of the modular structure.

As part of the project funding, Haven House applied for State of Colorado held Federal Community Development Block Grant (CDBG) funds in partnership with the City of Montrose, Colorado. As such, all Proposals and subsequently awarded General Contractor and subcontractors will be subject to Federal Guidelines and Regulations related to Community Development Block Grants, including but not limited to Section 3 of the Housing and Urban Development Act and the Davis Bacon Act.

Haven House is located at 4806 N River Rd, Olathe, CO 81425

PART 2 – SCOPES OF WORK

2.1 SCOPE OF WORK

The project consists of furnishing all labor, equipment, and materials necessary to complete Site Work and Modular Building Childcare Expansion in accordance with the project plans and specifications. This work includes, but is not limited to, the following key tasks.
The selected contractor will provide all labor, materials, equipment, and supervision required to complete the following:

- Demolition and removal of the existing concrete pad.
- Demolition and removal of existing shed and light poles.
- Excavation and removal of a portion of the hillside to accommodate the building footprint.
- Construction of a retaining wall and related earthwork.
- Relocation, extension, and installation of site utilities (water, sewer, electrical, communications, stormwater).
- Grading, compaction, and preparation of building pad per modular manufacturer requirements.
- Installation and modification of site drainage.
- Coordination with modular building vendor regarding pad specifications, utility connections, and delivery access.
- Expansion of the existing parking area and related earth work
  Erosion control, dust control, and stormwater protection measures.
  Traffic and access coordination to maintain safe operations at the adjacent facility.
- Final site restoration of permanent seeding and vegetation
  All other work necessary for a complete and code-compliant site preparation package.
- All other work in accordance with project plans and specifications.

It is the responsibility of the bidder to review all documents and submit any Requests for Clarification/Information prior to submission of proposals.

2.2 Additional Work Items

The scope of work included above is intended to capture all tasks necessary to allow for bidding and construction of the proposed project. However, the potential does exist for necessary tasks to be omitted from the scope of work provided. Proposers are encouraged to identify in their proposal any additional tasks they feel would be necessary to effectively complete the project.

2.3 GENERAL CONTRACTOR

2.3.1 Project Management and Meetings

A. Prepare monthly pay apps with cover letters summarizing work performed for the invoice period, supporting documentation from subcontractors and suppliers.
B. Attend twice-monthly 60-minute project meetings with Haven House to discuss project progress and any issues that arise. Meetings may be performed virtually. Meeting agendas will be established in collaboration with the Haven House and formal meeting minutes are not required. Select meetings may be extended to 90 minutes.
C. Provide weekly certified payrolls from onsite subcontractors to Haven House and City of Montrose for Davis Bacon wage reporting.
D. Provide other forms or reports upon request such as Section 3 reporting.

PART 3 – PROPOSAL FORMAT, SCHEDULE, AND SELECTION

3.1 PROPOSAL FORMAT

3.1.1 COVER LETTER / LETTER OF INTEREST

3.1.2 CONTRACTOR INFORMATION

Provide a brief history of the firm including the following information:

- Number of years in business
- Location of office servicing this project and size of staff
- Location of main office, if different, and size of staff
- Location of any proposed associate architect and size of staff

3.1.3 SIMILAR PROJECT EXPERIENCE

Provide written verification and detail for each item noted under Request for Proposal Pages 5 & 6, Section G, Item 6, a through h.

Provide project profiles for up to five similar projects in progress or completed by your firm. Please include the following:

- Project Description
- Approximate Project Cost
- Client Contact Information
- Information regarding whether the project was delivered on time and on budget, and if not, why?

3.1.4 RFP DOCUMENTS AND PROCESS

Include the signed Proposal Forms and any addenda that may be issued. Refer to Section D. Submittal Instructions in the Special Conditions in the RFP.

3.1.5 TECHNICAL PROPOSAL, SCHEDULE, BID FORM

Within the Proposal, detail the following:

- Description of project approach
- Construction Schedule considering conditions from Section 3.2 (below)
- Total Bid Price broken down by construction divisions

All bids submitted should include a project cost breakdown by division with a grand total price to complete the project. Be sure to include all price per quantity costs as applicable.

3.2 PROPOSAL SCORING MATRIX

Proposal Section	Points
COVER LETTER	5
CONTRACTOR INFORMATION	10
SIMILAR PROJECT EXPERIENCE	15
SCHEDULE	20
COST	50
TOTAL	**100**

Once a selection is made based on these criteria, Haven House will work with the prospective contractor to negotiate a time and materials, not-to-exceed cost for the project. In the unlikely event that a reasonable cost cannot be negotiated with the selected contractor, Haven House will move to the next qualified contractor until one or none is selected.

3.3 PROJECT SCHEDULE

Proposers are asked to prepare a project schedule broken down by work elements provided in Section 2.1. The project schedule is subject to the following conditions:

- Bid Opening: **11/04/2026 at 3 PM**
- Preferred Contractor Selection by Haven House: **11/09/2026**
- Contract Negotiations Complete: **11/23/2026**
- Anticipated Notice of Award: **11/25/2026**
- Notice to Proceed: Several days following contract execution by General Contractor
- Substantial Completion: **6/1/2027**

END OF SECTION

Part 4 Federal Regulations

4.1 CONTRACTOR/SUBCONTRACTOR CERTIFICATIONS

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

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

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

CERTIFICATION BY BIDDER

NAME AND ADDRESS OF BIDDER (Include ZIP Code)

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1. Bidder has participated in a previous contract or subcontractor subject to the Equal Opportunity Clause.
   _____ Yes _____ No

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2. Compliance reports were required to be completed in connection with such contract or subcontract.
   _____ Yes _____ No

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3. Bidder has filled all compliance reports due under applicable instructions.
   _____ Yes _____ No

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4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended.
   _____ Yes _____ No

NAME AND TITLE OF SIGNER (Please type)

SIGNATURE DATE

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)
County of _____) ss.

_____ being first duly sworn, deposes and says that:

(1) He is _____ of _____

_____ , the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affined, has in any way colluded, conspired, connived or agreed, directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly of indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the (Local Public Agency) or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including is affined.

(Signed) _____

Title_____

Subscribed and sworn to me this

_____ day of _____, 20____

By:_____
Notary Public

My Commission expires: _____

CERTIFICATION OF CONTRACTOR REGARDING SECTION 3 AND SEGREGATED FACILITIES

Name of Contractor or Sub-Contractor

Project Name and Number

The undersigned hereby certifies that:

(a) Section 3 provisions are included in the Contract if this is a Section 3 project.

(b) No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

Name and Title of Signer (Type of Print)

Signature

Date

4.2 FEDERAL LABOR STANDARDS PROVISIONS - U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

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

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section l(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

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

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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ref. Handbook 1344.1

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

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

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

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

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

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the

accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

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

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

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

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;
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(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

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

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

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

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 Previous editions are obsolete
the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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 HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

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

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.
(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.
(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than $5,000 or imprisoned not more than two years, or both."
11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.
B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds $100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.
(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.
(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.
(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.
C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds $100,000.
(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.
(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

4.3 WAGE DETERMINATION