



## REQUEST FOR PROPOSALS

### CONTRACTOR SERVICES

#### TO ACHIEVE CAPITAL IMPROVEMENTS AT THE INTEGRATED FAMILY COMMUNITY SERVICES FACILITY IN ENGLEWOOD, COLORADO

#### ISSUED BY

#### INTEGRATED FAMILY COMMUNITY SERVICES

3370 SOUTH IRVING STREET, ENGLEWOOD, CO 80110

MAY 20, 2024

#### I. PURPOSE

Integrated Family Community Services (IFCS) is a non-profit 501(c) (3) organization. We are currently soliciting written proposals from licensed contractors to complete some or all of four projects- 1) Asphalt, Pavement, and Concrete Hardscape replacement; 2) Renovate the current bathroom making it an ADA-compliant bathroom on the lower level of the facility; 3) Resurfacing lower level, Food Market, concrete floor; 4) Install a sliding entrance door on the lower level of the facility. The property location is 3370 South Irving Street in Englewood, CO 80110. Following is a guide to describe the scope of the work required for proposal submittal.

#### II. BACKGROUND AND PROJECT DESCRIPTION

IFCS has been delivering basic human services since 1964 and has become an essential service partner in the wider metro Denver area, ensuring that people with limited financial resources, as well as low and fixed-income families, receive necessary services in a dignified and courteous manner. IFCS has established and maintained a reputation as a skilled, empathetic, and prudent steward of resources dedicated to serving those in need. As an organization and team that is continuously aware that terrible circumstances can affect anyone, IFCS takes great satisfaction in its philosophy of assisting people in need. The IFCS facility covers approximately 10,000 square feet (5,000 square feet on the main level and 5,000 square feet on the lower level) and is utilized to deliver programs and services to individuals in need. IFCS is renovating our building spaces to allow for increased safety, replace aging surfaces, add ADA-accessible amenities, and to increase the aesthetics of the basement food pantry. A floor plan of the facility is attached as **Attachment D**. Current plans are being adapted for a few projects and final project plans will be presented to outline the specific area or project.

Following is a description of the scope of work needed at IFCS. Qualified contractors are invited to propose on all or any portion of the work.

1. Upper and Lower Parking Lots - Asphalt, Pavement, Concrete Hardscape replacement – Driveway blacktop, concrete ramps, gutter, bollards, and parking blocks (which is aesthetic and will keep cars from going past the parking spot).
2. Lower-level installation of ADA Bathroom that includes storage area inside bathroom with floor sink (replaced shower area) and Kitchenette area outside bathroom (kitchen counter with sink and upper/lower cabinets).
3. Lower level, Food Market, Resurface floor, and seal with clear or opaque materials.
4. Lower-level, Food Market, installation of sliding entrance door – Plexiglass four-panel overlapping doors with scissor security gate and electronic eye for entrance/exit opening.

Contractors who wish to inspect the site may schedule such inspection between May 21 and June 12, 2024, by contacting Todd McPherson at [toddm@ifcs.org](mailto:toddm@ifcs.org) or 303.725.9894.

**Please note that IFCS is a tax-exempt 501 (c)(3) non-profit organization. All cost proposals should assume exemption from sales and use taxes. This work is being funded by a Community Development Block Grant (CDBG) from Arapahoe County and is therefore subject to certain grant requirements as described further below.**

### **III. SCOPE OF WORK**

- Contractors may provide a proposal to perform all or a portion of the Scope of Work. IFCS reserves the right to award contracts to more than one contractor for any portion of the Scope of Work and to eliminate portions of the Scope of Work if available funding is insufficient.
- The selected Contractor(s) will perform and/or oversee and manage the work necessary for the completion of the projects as described in Section II above.
- Contractors are responsible for obtaining any and all permits for this work.
- Minimum **2 years warranty** on workmanship is required.
- Contractors to supply all warranty and care information on installed parts.
- All work must meet building and ADA and local building department codes for the Arapahoe County, Colorado. The facilities are located in unincorporated Arapahoe County and outside of the limits of the City of Englewood building department jurisdiction.
- Contractor must be licensed to perform work in Arapahoe County
- Contractor is responsible for disposal of construction debris.

- All work associated with this request for proposals is subject to the Davis Bacon Act and Federal Labor Standards Provision (HUD Form 4010). The applicable wage decisions for this work are provided in **Attachment C**. Wages must be at the rate specified by the Davis Bacon requirements, originals must be submitted to Arapahoe County and copies of all wages paid must be submitted to IFCS per such requirements as well.
- The contractor shall indemnify IFCS and Arapahoe County from any liability or responsibility or any lawsuit which may result from the discontinuance of CDBG funding for any reason.
- The work to be performed under this contract is subject to the requirements of Section 33 of the Housing and Urban Development Act of 1968. (Please see Attachment A, Section 3 Clause)
- Although this IFCS project does not necessitate the requirements of The Lead-Based Paint Poisoning Prevention Act ([42 U.S.C. 4821-4846](#)), the Residential Lead-Based Paint Hazard Reduction Act of 1992 ([42 U.S.C. 4851-4856](#)), we would encourage contractors to use Lead-Based Paint Hazard Reduction best practices for work that may disturb potential Lead-Based Paint surfaces
- Contractors are asked to adhere to the BABA Guidelines (Buy America, Build America) guidelines or file for an exemption if materials meeting the guidelines are not available. **See Attachment E**
- Contractors and all subcontractors shall be required to provide and maintain, until final acceptance by IFCS of all work under the contract, the kinds and minimum amounts of insurance. **(Please see Attachment B, Insurance Requirements)**

#### **IV. SUBMITTAL REQUIREMENTS**

Proposals are invited to be submitted electronically to IFCS at [toddm@ifcs.org](mailto:toddm@ifcs.org) by 5:00 pm on June 14, 2024, noting "IFCS Capital Improvement Projects" in the subject line.

Proposals should include the following:

- a) A description of the qualifications of the firm and all key personnel to be assigned, including experience with similar projects and experience with Davis Bacon wages.
- b) Relevant experience with similar projects, including at least three references with current telephone numbers/email addresses for projects similar in nature and scope.
- c) Proposed timeline for project completion. Please provide an explanation if the proposed timeline differs significantly from IFCS' proposed timeline below.

- d) Identify which portions of the work the contractor is proposing to perform.
- e) A Cost Proposal for each portion of the Work on which the contractor is proposing. All cost proposals should assume exemption from sales and use taxes and payment of Davis Bacon wages.

**V. EVALUATION CRITERIA**

IFCS will review all submitted proposals and select the contractor based on what it believes will be most advantageous for completing the project, which may not be the lowest bidder.

Proposals will be evaluated based on the following criteria:

1. Qualifications and prior relevant experience of the firm and assigned personnel, including experience with projects funded with government funds and managing Davis Bacon Wage requirements.
2. Project approach, including the perceived ability to complete the Scope of Work on which the contractor is proposing in a timely and professional manner and accountability for performance.
3. Demonstrated experience in working with Arapahoe County, Colorado government entities.
4. Cost Proposal.
5. Client references from past projects.

**VI. TIMELINE**

The **TENTATIVE** timeline for the selection and construction process is as follows:

May 20, 2024	Request for Proposals issued
June 1 through 12, 2024	Site Visits
June 14, 2024	Proposals Due to IFCS
June 17, 2024	IFCS selects contractor(s) for contract negotiation



June 19, 2024	IFCS and selected contractor(s) execute contract(s)
July 1 – December 1, 2024	Begin work
December 31, 2024	Substantial completion of work
January 31, 2024	All work to be completed, including all punch list items, under grant guidelines

**VII. CONTRACT CONDITIONS**

IFCS and the selected contractor(s) will enter into a mutually agreeable contract for the work. The final contract terms will be negotiated in the selection process.

The negotiated contract will be subject to the conditions of the CDBG grant funding the project, including the insurance requirements as shown in Attachment B.

Prior to executing a contract, the selected Contractors will register with [www.SAM.gov](http://www.SAM.gov), provide its UEI number, and confirm that it is not debarred from federal contracts. Contractor and all subcontractors must affirm that they are not registered in the Lists of Parties Excluded from Federal Procurement or Non-procurement Programs.

**VIII. GENERAL INSTRUCTIONS**

IFCS reserves the right to award more than one contract for portions of the work, to award contracts not necessarily to the firm with the lowest price proposal but to that firm which will provide the best match to the requirements of this Request for Proposals. IFCS reserves the right to change the stated schedule, to thoroughly inspect and investigate the business reputation or other general qualifications of any firm, to request additional information from all firms providing proposals, to reject any and all proposals if they are administratively determined to be lacking in any of the essentials necessary to assure acceptable standards of performance, to accept the proposal(s) it deems most advantageous and to award no contract for any portion of the work. If IFCS and the selected Contractor are unable to agree upon a contract, IFCS reserves the right to negotiate with the next most advantageous Contractor. IFCS further reserves the right to waive formalities.

During the course of the Request for Proposals process, all communications should be directed to:

**Integrated Family Community Services**  
**Attention: Todd McPherson, Development Director**



**3370 South Irving Street  
Englewood, Colorado 80110  
Phone: (303) 725-9894  
E-mail: toddm@ifcs.org**

All costs incurred in preparing proposals and for any other purpose prior to a formal award letter will be borne by the proposing contractor and will not be reimbursed.

**Request for Proposals  
List of Attachments**

<b>Attachment A</b>	Section 3 Clause
<b>Attachment B</b>	Insurance Requirements
<b>Attachment C</b>	Davis Bacon Wage Decisions
<b>Attachment D</b>	IFCS Floorplan
<b>Attachment E</b>	BABA (Build America, Buy America Act) Language

**Attachment A**  
**Section 3 Clause**

All Section 3 covered contracts shall include the following clause (referred to as the "Section 3 Clause"):

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons,

particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or

knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected by before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree.

**Attachment B**  
**INSURANCE REQUIREMENTS**

Contractor and all subcontractors shall be required to provide and maintain, until final acceptance by IFCS of all work under the contract, the kinds and minimum amounts of insurance as follows:

1. Comprehensive General Liability: In the amount of not less than \$1,000,000 combined single limit.

Coverage to include:

- a. Premises Operations
- b. Products/Completed Operations
- c. Broad Form Contractual Liability
- d. Independent Contractors
- e. Broad Form Property Damage
- f. Employees as Additional Insured
- g. Personal Injury
- h. Arapahoe County and Integrated Family Community Services (IFCS) as Additional Named Insured
- i. Waiver of Subrogation

2. Comprehensive Automobile Liability: In the amount of not less than \$1,000,000 combined single limit for bodily injury and property damage. Coverage to include:

- a. IFCS and its grantors as additional Named Insured
- b. Waiver of Subrogation

3 Employers Liability and Workers Compensation: The Contractor and subcontractors shall secure and maintain employer's liability and Worker's Compensation Insurance that will protect it against any and all claims resulting from injuries to and death of workers engaged in work under any contract funded pursuant to this Agreement. Coverage to include Waiver of Subrogation.

4. Professional Liability Insurance appropriate to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 policy aggregate.

5. All referenced insurance policies and/or certificates of insurance shall be subject to the following stipulations:

- a. Underwriters shall have no rights of recovery subrogation against IFCS or its grantors, it being the intent of the parties that the insurance policies required by the contract shall protect the parties and be primary coverage for any and all losses covered by the described insurance.
- b. The clause entitled "Other Insurance Provisions" contained in any policy including Arapahoe County as an additional named insured shall not apply to Arapahoe County or IFCS.
- c. The insurance companies issuing the policy or policies shall have no recourse against Arapahoe County or IFCS for payment of any premiums due or for any assessments under any form of any policy.



d. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor or subcontractor.

6. Certificate of Insurance: The Contractor shall not commence work under the contract until it has submitted to IFCS and received approval thereof, certificates of insurance showing that it has complied with the foregoing insurance requirements

## 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 I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

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

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

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

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

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

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

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

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

**(iv)** If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**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 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. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

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

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

**(1)** That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

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

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

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

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

#### **4. Apprentices and Trainees.**

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

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

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

**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 subparagraph (1) of this paragraph.

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**(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.

"General Decision Number: C020240016 02/23/2024

Superseded General Decision Number: C020230016

State: Colorado

Construction Type: Building

County: Arapahoe County in Colorado.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

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 option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay 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 or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 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
0	01/05/2024
1	02/23/2024

CARP0055-001 05/01/2023

	Rates	Fringes
CARPENTER (Acoustical Ceiling Installation and Drywall Hanging Only).....	\$ 33.86	12.59

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 CARP1607-001 06/01/2023

	Rates	Fringes
MILLWRIGHT.....	\$ 41.19	16.74

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 ELEC0068-013 06/01/2023

	Rates	Fringes
ELECTRICIAN (Excludes Low Voltage Wiring).....	\$ 43.20	18.38

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 \* ELEV0025-001 01/01/2024

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 54.20	37.89

FOOTNOTE:

- a. Vacation: 6%/under 5 years based on regular hourly rate for all hours worked. 8%/over 5 years based on regular hourly rate for all hours worked.
- b. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Veterans' Day; Thanksgiving Day; the Friday after Thanksgiving Day; and Christmas Day.



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ENGI0009-017 05/01/2023

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Crane)		
141 tons and over.....	\$ 38.63	14.25
50 tons and under.....	\$ 34.77	14.25
51 to 90 tons.....	\$ 35.07	14.25
91 to 140 tons.....	\$ 36.27	14.25

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IRON0024-009 11/01/2023

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 37.23	12.50

-----  
IRON0024-011 11/01/2023

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 37.23	12.50

-----  
PAIN0079-006 08/01/2022

	Rates	Fringes
PAINTER (Brush, Roller and Spray; Excludes Drywall Finishing/Taping).....	\$ 25.11	10.95

-----  
PAIN0079-007 08/01/2022

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 25.81	10.95

-----  
PAIN0419-001 06/01/2022

	Rates	Fringes
SOFT FLOOR LAYER (Vinyl and Carpet).....	\$ 18.25	14.33

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PAIN0930-002 07/01/2023

	Rates	Fringes
GLAZIER.....	\$ 33.51	12.65

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PLUM0003-009 06/01/2023

	Rates	Fringes
PLUMBER (Excludes HVAC Duct, Pipe and Unit Installation).....	\$ 42.98	19.77

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PLUM0208-008 06/01/2023

	Rates	Fringes
PIPEFITTER (Includes HVAC Pipe and Unit Installation; Excludes HVAC Duct Installation).....	\$ 41.50	21.90

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\* SFC00669-002 01/01/2024

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 43.41	26.98

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SHEE0009-004 07/01/2023

	Rates	Fringes
SHEET METAL WORKER (Includes HVAC Duct Installation; Excludes HVAC Pipe and Unit Installation).....	\$ 38.47	20.83

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\* SUC02013-002 07/31/2015

	Rates	Fringes
BRICKLAYER.....	\$ 21.96	0.00
CARPENTER (Metal Stud Installation Only).....	\$ 17.68	0.00
CARPENTER, Excludes Acoustical Ceiling Installation, Drywall Hanging, and Metal Stud Installation.....	\$ 23.83	5.63
CEMENT MASON/CONCRETE FINISHER...	\$ 20.33	6.76

ELECTRICIAN (Low Voltage Wiring).....	\$ 31.60	7.38
INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation).....	\$ 23.12	7.97
LABORER: Common or General.....	\$ 15.21 **	4.54
LABORER: Mason Tender - Brick...	\$ 15.99 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 16.00 **	0.00
LABORER: Pipelayer.....	\$ 16.96 **	3.68
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 20.78	5.78
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 19.10	3.89
OPERATOR: Grader/Blade.....	\$ 21.50	0.00
ROOFER.....	\$ 16.96 **	0.00
TRUCK DRIVER: Dump Truck.....	\$ 17.34	0.00
WATERPROOFER.....	\$ 16.94 **	0.00

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

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\*\* 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 <https://www.dol.gov/agencies/whd/government-contracts>.

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)).

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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.

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#### 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

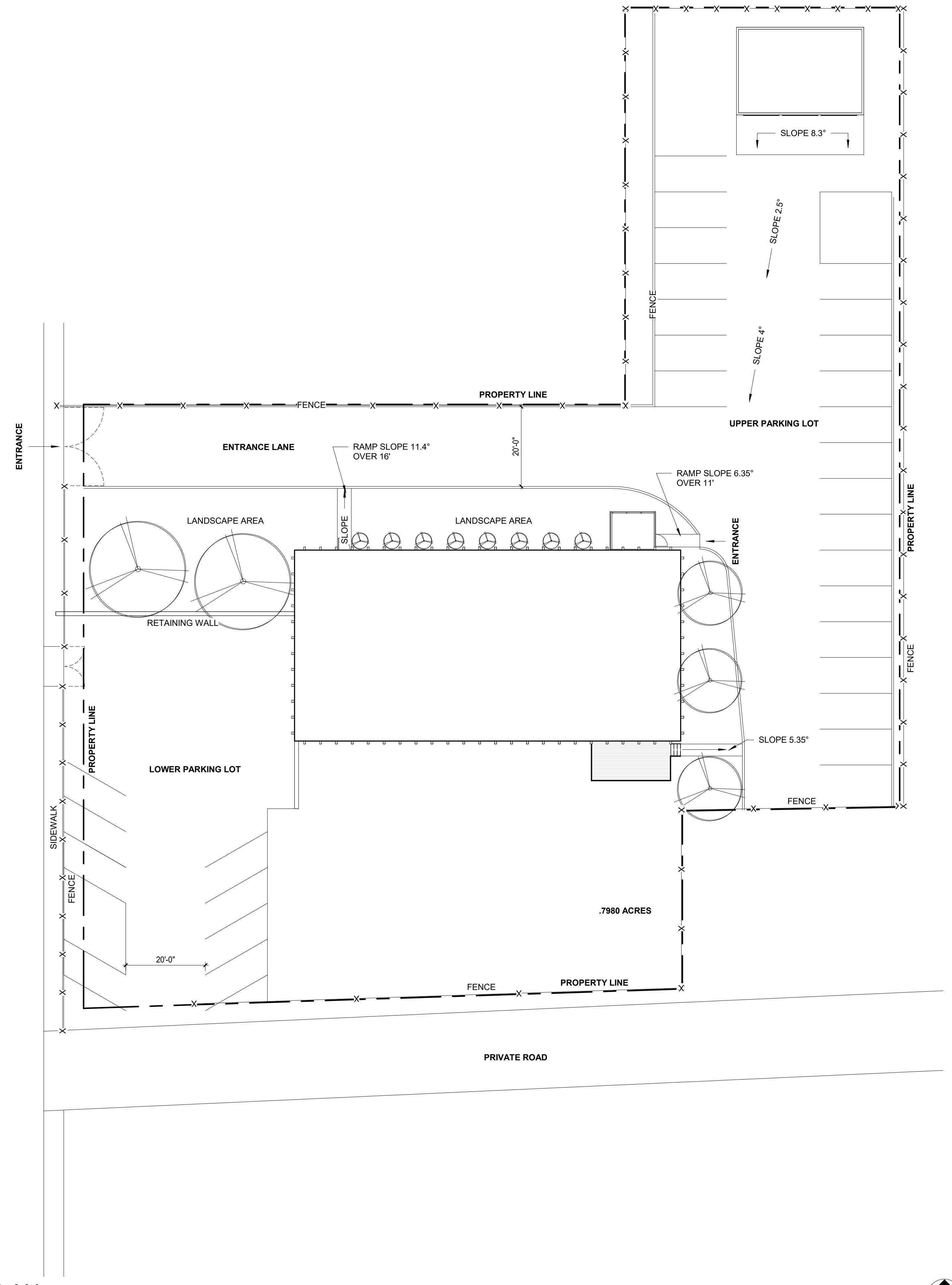
4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

**1 SITE PLAN**  
 1/16" = 1'-0"

**SOUTH IRVING STREET**

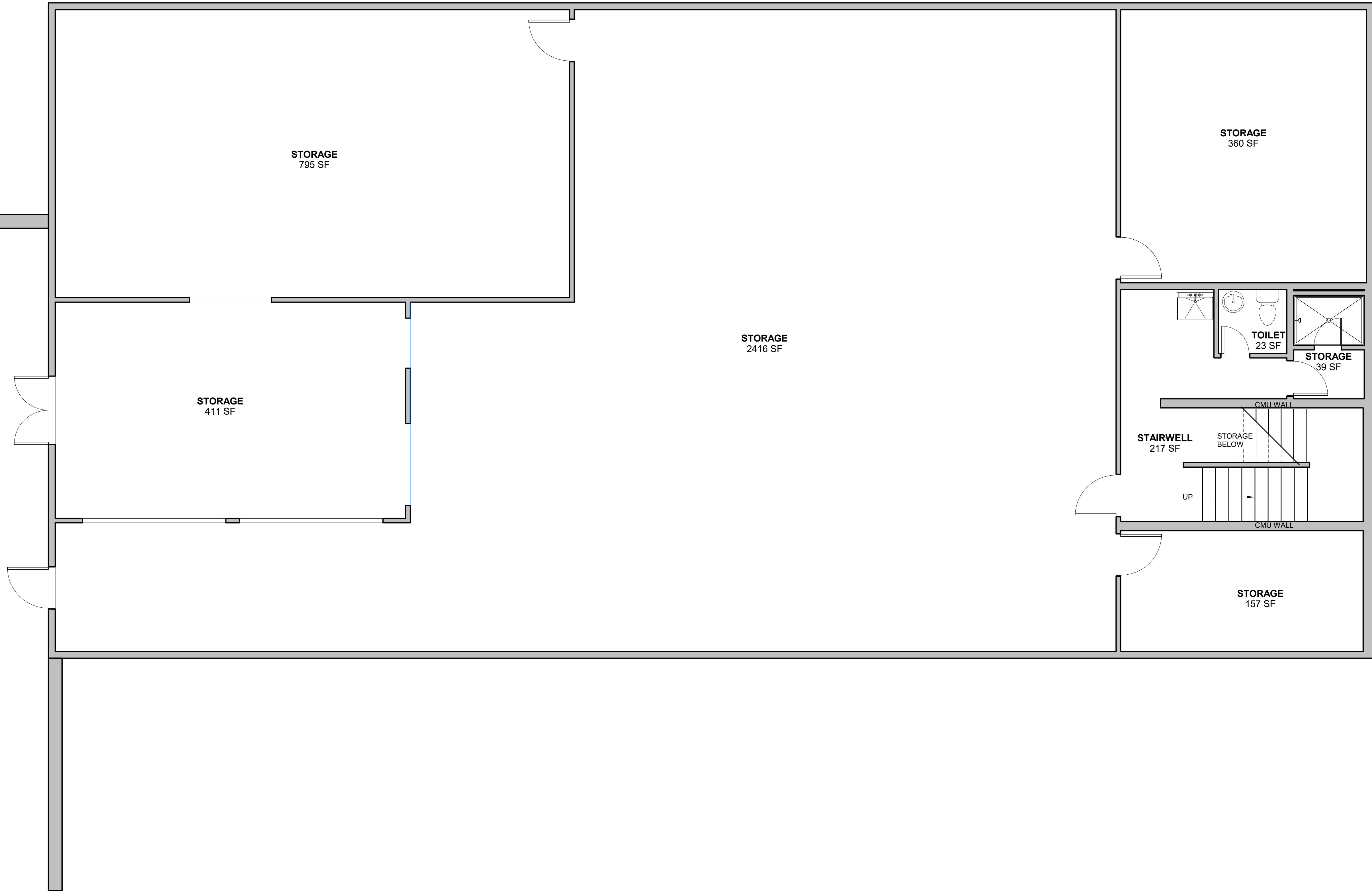


**SITE PLAN**

SCALE	1/16" = 1'-0"
PROJECT NUMBER	1877
DRAWN BY	JWP
CHECKED BY	PJE
DATE	05.01.24
REVISIONS	

**A.1**  
 EXISTING DOCUMENTS

**IFCS BUILDING DOCUMENTATION**  
 3370 SOUTH IRVING STREET, ENGLEWOOD, CO. 80110



**LOWER FLOOR PLAN**

SCALE 1/4" = 1'-0"  
PROJECT NUMBER 1877  
DRAWN BY Author  
CHECKED BY PJE  
DATE 05.01.24  
REVISIONS



5/15/2024 1:28:43 PM  
Autodesk Docs://1877-ICFS Remodel/1877-EXST.M  
COPYRIGHT 2024 EWERS ARCHITECTURE PC



SCALE	1/4" = 1'-0"
PROJECT NUMBER	1877
DRAWN BY	JWP
CHECKED BY	PJE
DATE	05.01.24
REVISIONS	



## **ATTACHMENT E**

### **Build America, Buy America (BABA) Act**

All Contracts and subcontracts for infrastructure projects, as broadly defined by 2 CFR 184, are subject to **the Build America, Buy America (BABA) Act**, 41 USC 8301 with the specific requirements codified in 2 CFR § 184. The Act establishes a domestic content procurement preference, the BAP, for Federal programs that permit Federal financial assistance to be used for infrastructure projects. In Section 70912, the Act further defines a project to include “the construction, alteration, maintenance, or repair of infrastructure in the United States” and includes within the definition of infrastructure those items traditionally included along with buildings and real property. Pursuant to HUD’s Notice, “Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance” (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver. The BABA Act requires that all iron, steel, manufactured products, and construction materials used for federally funded infrastructure projects are produced in the United States, unless otherwise exempt or subject to an approved waiver. Additional details on fulfilling the BABA requirements can be found at [https://www.hud.gov/program\\_offices/general\\_counsel/BABA](https://www.hud.gov/program_offices/general_counsel/BABA) and will be provided by HUD prior to the expiration of the waiver and full implementation of BABA.