NON-COLLUSIVE/NON-IDENTITY OF INTEREST AFFIDAVIT

(To be modified if law requires other Form)

AFFIDAVIT

(Prime Bidder)

State of ____________________________________________________) ss.

County of __________________________________________________ )

being first duly sworn, deposes and says:

(1) That undersigned is _________ (a partner or officer of the
   firm of, etc.,) ________________ the party making the foregoing
   proposal or bid; (2) that such proposal or bid is genuine and not
   collusive or sham; that said Bidder has not colluded, conspired,
   connived or agreed, directly or indirectly, with any Bidder or
   person, to put in a sham bid or to refrain from bidding, and has
   not in any manner, directly or indirectly, sought by agreement or
   collusion, or communication or conference, with any person, to
   fix any overhead, profit or cost element of said bid price, or of
   that of any other bidder, or to secure any advantage against the
   ________________ (Owner) ____________ or any person interested in the
   proposed contract; and (3) that no identity of interest exists or
   will exist between Bidder and the Owner or Architect.

WARNING: U.S. Criminal Code, Section 1001, Title 18 U.S.C.
provides as follows: Whoever, in any matter within the
jurisdiction of any department or agency of the United States
knowingly and willfully falsifies, conceals or covers up by any
trick, scheme or device a material fact, or makes or uses any
false writing or document knowing the same to contain any false,
fictitious or fraudulent statement of entry, shall be fined not
more than $10,000 or imprisoned not more than five years, or
both.

An identity of interest will be construed to exist:

(a) If there is any financial interest of the Owner in the
general contractor;

(b) If any of the officers or directors of the Owner is also an
officer, director, or stockholder of the general contractor;

(c) If any officer or director of the Owner has any financial
interest whatsoever in the general contractor;
Appendix 13

(d) If the general contractor advances any funds to the Owner; including providing a land option or any of the costs of obtaining a land option;

(e) If the general contractor provides and pays, on behalf of the Owner, the cost of any architectural or engineering service other than those of a surveyor, general superintendent, or engineer employed by a general contractor in connection with his/her obligations under the construction contract;

(f) If the general contractor has any interest in the Owner corporation as part of the consideration for payment;

(g) When there exists (or comes into being) any side deals, agreements, contracts or undertaking entered into or contemplated, thereby altering, amending, or cancelling any financial interest whatsoever in the architectural firm;

(h) When the contractor or any officer, director, stockholder, or partner of such contractor has any financial interest whatsoever in the architectural firm;

(i) When the architect has stock or any financial interest in the contractor.

(j) When the contractor or any officer, director, stockholder or partner of such contract provides any of the required architectural services; or where the contractor, or any officer, director, stockholder or partner of such providing an architectural service, acts as a consultant to the project architect.

(k) When there exists (or comes into being) any side deals, agreements, contracts or undertaking, thereby altering, amending, or cancelling any of the required closing documents.
individual;

By ______________________           Partner, if the Bidder is a partnership;

Title ___________________           Officer, if the Bidder is a corporation.

Subscribed and sworn to before me this ______________________ day of ______________________, 19___.

____________________________________________________________

My commission expires ___________________________________, 19___.

______________________________________________________________________

3                           7/92