



177 Day Island Rd., Eugene, OR 97401 • PH 541-682-3755 • FAX 541-682-3411  
300 West Fairview Dr., Springfield, OR 97477 • PH 541-682-4090 • FAX 541-682-3875



**Homes. People. Partnerships. Good.** [www.homesforgood.org](http://www.homesforgood.org)

## REQUEST FOR PROPOSALS (RFP)

Contractor Oversight for Construction of  
Four Tiny Houses (Legion Cottages)  
in Cottage Grove, Oregon

ISSUE DATE: September 19, 2019

DUE DATE: October 17, 2019 2:00 PM

RFP CONTACT: Teresa Hashagen  
Contract Administrator  
Homes for Good  
300 W. Fairview Drive  
Springfield, OR 97477  
Phone: 541-682-2562  
Email: [thashagen@homesforgood.org](mailto:thashagen@homesforgood.org)

DOCUMENT AVAILABILITY: Electronic copy of the RFP and all associated documents will be available on the Homes for Good website ([www.homesforgood.org](http://www.homesforgood.org)) beginning Thursday, September 19, 2019. If the RFP is downloaded from the website Homes for Good requests that an email indicating interest in the solicitation be sent to the RFP contact listed above.

## TABLE OF CONTENTS

SECTION I:	Introduction/Project Description	3-4
SECTION II:	Scope of Work	4-5
SECTION III:	Selection Process and Requirements	5-6
SECTION IV:	Submittal Requirements and Evaluation Criteria	6-7
SECTION V:	Schedule	7
SECTION VI:	Additional Contract Requirements and Provisions	8
SECTION VII:	Appeals Contact and Processes	8-9
SECTION VIII:	Attachments	9
	EXHIBIT A: Submission Form of Proposed Rate Schedule	10
	EXHIBIT B: Wage Rates	11-17
	EXHIBIT C: Contract Form	18-46
	EXHIBIT D: Payment & Performance Bond Forms	47-52

## SECTION I: INTRODUCTION/PROJECT DESCRIPTION

Homes for Good Housing Agency is the Housing Authority for Lane County and is the second largest housing agency in the State of Oregon. Homes for Good owns and manages over 1,600 units of affordable housing in Lane County and provides numerous other housing services to low-income individuals.

Homes for Good is partnering with the OregonBILDS program at the University of Oregon School of Architecture to design and build "Legion Cottages" which will be four tiny houses in Cottage Grove, Oregon. OregonBILDS is a residential design-build program that has been developing over the past several years. In this program, Architecture, Landscape Architecture, and Interior Architecture students have been designing and constructing an affordable residence each year. An OregonBILDS design studio will produce a set of permit drawings to construct four tiny houses with gardens on a single-family lot in Cottage Grove. The tiny houses will provide affordable rentals for veterans.

Once the studio is complete the students will assist in completing construction of four tiny houses under the supervision of a licensed contractor. The contractor will be selected by this RFP. The contractor will also be responsible for procuring subcontractors needed for aspects of the project work which will be described in more detail in Section II.

Interested firms and individuals are invited to submit proposals in accordance with the requirements described below. Minority, Women and/or Emerging Small Business Enterprises are encouraged to respond. A preproposal meeting will be held on Wednesday, October 2, 2019 at 9:30 AM located at the Fairview Community Room, 300 W. Fairview Drive, Springfield, Oregon 97477. Requests for additional information should be directed to Teresa Hashagen, Contract Administrator, at (541) 852-2562 or [thashagen@homesforgood.org](mailto:thashagen@homesforgood.org).

The Contractor and all subcontractors shall comply with the provisions of ORS 279C.800 through 279C.870, relative to Prevailing Wage Rates.

This project is a public work, subject to ORS 279C.800 to 279C.870. Because the work is for a Residential Construction Project, as defined by OAR 839-025-0004(24), OAR 839-025-0037 requires Homes for Good and its contractors to use federal Davis-Bacon wage rates for this Project, unless the applicable federal rate is lower than the minimum wage rate required by ORS 653.025, in which case no less than the minimum wage required by ORS 653.025 must be paid to the worker.

Successful bidder and every subcontractor must have a public works bond filed with the Construction Contractors Board before starting work on the project. ORS 279C.830(3).

Except as provided in ORS 279C.390, a successful bidder for a public improvement contract shall promptly execute and deliver to the contracting agency the following bonds, in the form attached as Exhibit D:

(a) A performance bond in an amount equal to the full contract price conditioned on the faithful performance of the contract in accordance with the plans, specifications and conditions of the contract. The performance bond must be solely for the protection of the contracting agency that awarded the contract and any public agency or agencies for whose benefit the contract was awarded. If the public improvement contract is with a single person to provide both design and construction of a public improvement, the obligation of the performance bond for the faithful performance of the contract required by this paragraph must also be for the preparation and completion of the design and related services covered under the contract. Notwithstanding

when a cause of action, claim or demand accrues or arises, the surety is not liable after final completion of the contract, or longer if provided for in the contract, for damages of any nature, economic or otherwise and including corrective work, attributable to the design aspect of a design-build project, or for the costs of design revisions needed to implement corrective work. A contracting agency may waive the requirement of a performance bond. A contracting agency may permit the successful bidder to submit a cashier's check or certified check in lieu of all or a portion of the required performance bond.

(b) A payment bond in an amount equal to the full contract price, solely for the protection of claimants under ORS 279C.600.

(2) If the public improvement contract is with a single person to provide construction manager/general contractor services, in which a guaranteed maximum price may be established by an amendment authorizing construction period services following preconstruction period services, the contractor shall provide the bonds required by subsection (1) of this section upon execution of an amendment establishing the guaranteed maximum price. The contracting agency shall also require the contractor to provide bonds equal to the value of construction services authorized by any early work amendment in advance of the guaranteed maximum price amendment. Such bonds must be provided before construction starts.

REFERENCE EXHIBIT B: WAGE RATES

## **SECTION II: SCOPE OF WORK**

The most qualified contractor will be selected to provide oversight on the construction of the tiny houses and all associated site work. It is expected that the project will receive a significant amount of donated building materials that will be incorporated into the design. The contractor will be responsible for overseeing student volunteer labor as well as procuring subcontractor services as required. Subcontractor solicitation will be coordinated with Homes for Good staff and will require soliciting a minimum of three subcontractors per specialty.

Subcontractors will be required for work including, but not limited to, the following:

- Excavation
- Foundation
- Mechanical
- Electrical
- Siding
- Windows
- Plumbing
- Drywall

Student and additional volunteer labor will assist in the following:

- Framing
- Insulation
- Roofing

- Installing of countertops and cabinets
- Painting
- Interior finish work
- Flooring

Timeline:

Design Studio begins: First week in October 2019  
Conditional Use Permit Submittal: October 25, 2019  
Building Permit Submittal: December 6, 2019  
Site work begins: December 9, 2019  
Students back from Winter Break: January 7, 2020  
Spring Break: March 23-27, 2020  
Last Day for Students: June 5, 2020  
Project Completion: Last week of June 2020

### **SECTION III: SELECTION PROCESS AND REQUIREMENTS**

The intent of the Request for Proposals is to select a contractor to enter into a Contract Agreement (reference Exhibit C for contract form) as described in the above Scope of Work. Qualified and experienced professionals are invited to submit a proposal in accordance with requirements outlined below:

- A. Proposals must be received by Homes for Good no later than 2:00 p.m. October 17, 2019. Late proposals will not be accepted.
- B. Mail or deliver proposals to:

Teresa Hashagen  
Homes for Good Housing Agency  
Contract Administrator  
300 W. Fairview Drive  
Springfield, Oregon 97477  
[thashagen@homesforgood.org](mailto:thashagen@homesforgood.org)

Emailed proposals **will not** be accepted.

- C. Submittals shall be tabulated in separate sections and labeled to match the requirements of Section IV. All materials shall be in 8.5" x 11" format.

- D. Homes for Good may at its sole and absolute discretion, reject any and all, or parts of any and all, proposals; postpone or cancel, at any time, this RFP process; or waive any irregularities in this RFP or in the proposals received as a result of this RFP. Also, the determination of the criteria and process whereby proposals are evaluated, the decision as to who shall receive a contract award, or whether or not an award shall ever be made, shall be at the sole and absolute discretion of Homes for Good. Homes for Good may at any time request clarifications and supplemental information from any respondent after receipt of proposals. Additionally, Homes for Good may enter into a contract for all or a portion of the planned work, at the discretion of Homes for Good.
- E. A preproposal meeting will be held for this selection process on October 2, 2019 at 9:30 AM located at the Fairview Community Room, 300 W. Fairview Drive, Springfield, Oregon 97477. Requests for additional information or clarification should be directed towards Teresa Hashagen at (541) 682-2562 or [thashagen@homesforgood.org](mailto:thashagen@homesforgood.org). All questions must be submitted by 4:00 PM on October 4, 2019. Answers will be provided to all interested respondents via email in a timely manner.

The Contractor will be selected on the basis of several factors, including, but not limited to: experience; capacity to perform work; ability to teach and oversee volunteer labor; pricing and familiarity with this type of work; familiarity with prevailing wage compliance. Homes for Good will carry out the following process to rate proposals and negotiate an agreement for professional services:

- Written proposals submitted in accordance with this RFP will be evaluated by a committee of Homes for Good staff and/or project consultants.
- The committee will rate the proposals according to the selection criteria outlined below and select top contractors.
- Based on the ratings of the written proposals, the committee will recommend to the Homes for Good Executive Director a ranked list that meets the criteria described in this RFP.
- Homes for Good will negotiate a contract with the top contractor. If an agreement cannot be reached Homes for Good will negotiate with the next highest scoring contractor.

## SECTION IV: SUBMITTAL REQUIREMENTS & EVALUATION CRITERIA

Responses to the following items must be provided following the format described and should be prepared simply and economically. Homes for Good reserves the right to reject all proposals or to request clarification of proposals during analysis, selection, and award proceedings. In addition to the following, please include a cover letter that describes your Firm's interest in the project.

- A. **Contractor. (30 points)** Provide a description of capabilities related to succeeding with this project. Describe experience with oversight of projects similar to this project including the oversight of volunteer labor and subcontractors. The contractor should demonstrate an interest and experience in teaching volunteers.

*This section will be scored on the overall experience, expertise and as related to the services described in this RFP.*

- B. Quality Control. **(20 points)** Describe your approach to controlling oversight of work performed, particularly with the use of volunteer labor and subcontractors.

*This section will be evaluated on the contractor's ability to produce a high level of quality and craftsmanship.*

- C. Construction Schedule. **(30 points)** Describe your capacity to meet the project completion date and the subcontractor solicitation requirements as outlined in Section II.

*This section will be evaluated on the contractor's ability to effectively meet the deadline and secure the necessary subcontractors associated with the project work as described in this RFP.*

- D. Rate Schedules. **(20 points)** shall also be submitted to the office addressed above in a sealed envelope. The Rate Schedule form, Exhibit A, shall be used. The rate schedule should be calculated by using the format as herein described.

$$\begin{array}{rcl} \text{Hourly Rate (provided on Exhibit A)} & \times & \text{Mark-up (expressed as a percentage)} \\ & = & \% \text{ Billing Rate} \end{array}$$

The basic rates will be as noted in Exhibit A and the firm shall propose a mark-up by which the basic rate will be multiplied. Fees on any given project will be based on man-hour projections using these billing rates. The billing rate shall include all overhead costs including, but not limited to: payroll taxes, insurance, leave, bonus pay, office costs, home office administrative costs, and similar related items.

## SECTION V: SCHEDULE

The schedule for this RFP is as follows:

TASK

RFP Issue Date: 09/19/19  
 Pre-Proposal: 10/2/2019 9:30 AM  
 Deadline for Questions: 10/11/19 4:00 PM  
 Proposals Due: 10/17/19 2:00 PM  
 Committee Evaluation: 10/21/19  
 Selection of Firm: 10/25/19

All above dates are subject to change at Agency's discretion.

**SECTION VI: ADDITIONAL CONTRACT REQUIREMENTS AND PROVISIONS**

The Agency strongly encourages the participation of Minority, Women and/or Emerging Small Business Enterprises in this and all Agency projects, programs and services, pursuant to ORS 200.090. The work performed will be subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance shall to the greatest extent feasible be directed to low- and very low-income persons.

Proposer agrees to maintain accurate fiscal records that conform to generally accepted accounting principles and are in compliance with all District and State public audit and accounting requirements.

Proposer agrees to comply with all applicable Federal, State, District, and local ordinances, statutes, rules and laws governing this project and its financing.

Proposer agrees that it will not subcontract any part of the contract without the prior written consent of the Agency.

No proposal will be received or considered by Homes unless the proposal contains a statement by the proposer that Contractor agrees to be bound by and will comply with the provisions of ORS 279C.840 or 40 U.S.C 3141 et seq.

All information submitted by Proposers shall be public record and subject to disclosure pursuant to the Oregon Public Records Act (ORS Chapter 192), except such portions of the proposals Statements for which proposer requests exception from disclosure, and such exception is, in the opinion of Authority counsel, consistent with Oregon Law. All requests for exception shall be in writing, noting specifically which portion of the proposals Statement to be accepted from disclosure and the legal basis for the requested exception. Proposer shall not copyright, or cause to be copyrighted, any portion of any said document submitted to the Authority as a result of this Request for Proposals.

Submittal of a proposal indicates proposer’s intent to be bound by all terms of the Contract form attached as Exhibit C to this RFP.

**SECTION VII: HOMES FOR GOOD APPEALS CONTACT AND PROCESS**

- A. Commenting on or Appealing RFP Process. Proposers may comment on or protest any provisions of this Request for Proposals that they believe limit competition, and/or may protest any of its specifications or proposed contract terms. Comments should be sent to:

Kurt von der Ehe  
 Capital Projects Manager  
 Homes for Good Housing Agency  
 300 W. Fairview Drive  
 Springfield, Oregon 97477

- B. Appeal Procedures. Comments must be in writing and received at the Homes for Good office at least seven calendar days before the RFP submission deadline. Comments will be reviewed by the Homes for Good Contract Administrator. If the comments are determined to be valid, an addendum to the RFP will be issued to all applicants. The appeal procedures and limits set forth herein are directory and not mandatory and failure to follow or complete the action in the manner provided shall not invalidate the decision.



The selected firm will be announced by Homes for Good in an email sent to all Proposers. Anyone responding to an RFP who is not recommended for award by the evaluation committee may appeal the recommendation to the Executive Director. Homes for Good's Procurement Policy describes the right of appeal as follows:

1. Any appeal must be made in writing, be received before the contract is awarded by the decision-maker, clearly state the grounds for the appeal, and indicate what condition(s) resulted in the proposal not being recommended for award. Any appeal which does not comply with the applicable procedures may be rejected.
2. Unless otherwise stated in the RFP, the appeal must be received not later than seven calendar days after notice of the evaluation committee's decision was sent. Upon receipt of the appeal, the proposer recommended for award and the evaluation committee shall be notified. The proposer and the committee shall have three calendar days from the date the appeal is filed to respond to the appeal in writing, if they so desire.
3. If an appeal is filed, the department responsible for the RFP shall prepare a written analysis of the appeal and recommend appropriate action to the Executive Director.  
The grounds for appeal are:
  - a) Different criteria were used to evaluate different proposals.
  - b) The evaluation committee unfairly applied the evaluation criteria to a proposal.
  - c) A member or members of evaluation committee had a relationship with a proposer that represented a conflict of interest.
  - d) The criteria used to evaluate the proposals did not pertain to the services or products requested.
  - e) A member or members of the evaluation committee demonstrated bias toward a proposal or a responder.
4. The Executive Director shall evaluate any appeal before rendering a decision and shall state the conclusions reached and reasons in writing. Any decision to overturn the recommendation shall be based on a finding that one of the criteria above (grounds for appeal) occurred to the substantial prejudice of the appellant.

## **SECTION VIII: ATTACHMENTS**

- Exhibit A: Submission Form of Proposed Rate Schedule
- Exhibit B: Wage Rates
- Exhibit C: Contract Form
- Exhibit D: Payment and Performance Bond Forms

**END OF RFP**

**EXHIBIT A: RATE SCHEDULE**

(Submit in sealed envelope)

Position

Project Manager Hourly rate \$\_\_\_\_\_ x Mark-up (as %)\_\_\_\_\_ % = \$\_\_\_\_\_

Administrative Assistant Hourly rate \$\_\_\_\_\_ x Mark-up (as %)\_\_\_\_\_ % = \$\_\_\_\_\_

Other (specify): \_\_\_\_\_ Hourly rate \$\_\_\_\_\_ x Mark-up (as %)\_\_\_\_\_ % = \$\_\_\_\_\_

Other (specify): \_\_\_\_\_ Hourly rate \$\_\_\_\_\_ x Mark-up (as %)\_\_\_\_\_ % = \$\_\_\_\_\_

Please include percentage rate of markup on subcontracts: \_\_\_\_\_%

Company Name: \_\_\_\_\_

Name (print): \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

**EXHIBIT B: WAGE RATES**

"General Decision Number: OR20190021 08/02/2019

Superseded General Decision Number: OR20180021 State: Oregon  
 Construction Type: Residential  
 Counties: Benton and Lane Counties in Oregon.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single-family homes and apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 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, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 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 calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/04/2019
1	02/01/2019
2	06/14/2019
3	08/02/2019

BROR0001-002 06/01/2018

BENTON (South) AND LANE COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 38.00	19.83

-----  
 BROR0001-003 06/01/2018

BENTON (NORTH) COUNTY

	Rates	Fringes
--	-------	---------

BRICKLAYER.....\$ 38.00 19.83

-----  
 CARP0001-021 07/01/2018

	Rates	Fringes
Carpenters:		
Multi-Unit.....	\$ 28.61	12.54
Single Unit.....	\$ 26.29	12.54

-----  
 ELEC0280-007 01/01/2019

BENTON AND LANE (EAST OF A LINE RUNNING NORTH AND SOUTH FROM THE NORTHEAST CORNER OF COOS COUNTY TO THE SOUTHEAST CORNER OF LINCOLN COUNTY) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 33.43	14.60

-----  
 ELEC0932-009 01/01/2018

LANE COUNTY (AREA LYING WEST OF A LINE NORTH AND SOUTH FROM THE N.E. CORNER OF COOS COUNTY TO THE S.E. CORNER OF LINCOLN COUNTY)

	Rates	Fringes
ELECTRICIAN.....	\$ 28.44	13.785

-----  
 ENGI0701-019 01/01/2018

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 41.65	14.35
GROUP 1A.....	\$ 43.73	14.35
GROUP 1B.....	\$ 45.82	14.35
GROUP 2.....	\$ 39.74	14.35
GROUP 3.....	\$ 38.59	14.35
GROUP 4.....	\$ 37.51	14.35
GROUP 5.....	\$ 36.27	14.35

GROUP 6.....\$ 33.05 14.35

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: CRANE: Helicopter Operator, when used in erecting work; Whirley Operator, 90 ton and over; LATTICE BOOM CRANE: Operator 200 tons through 299 tons, and/or over 200 feet boom; HYDRAULIC CRANE: Hydraulic Crane Operator 90 tons through 199 tons with luffing or tower attachments

GROUP 1A: HYDRAULIC CRANE: Hydraulic Operator, 200 tons and over (with luffing or tower attachment); LATTICE BOOM CRANE: Operator, 200 tons through 299 tons, with over 200 feet boom;

GROUP 1B: LATTICE BOOM CRANE: Operator, 300 tons through 399 tons with over 200 feet boom; Operator 400 tons and over

GROUP 2: CRANE: Cableway Operator, 25 tons and over; HYDRAULIC CRANE: Hydraulic crane operator 90 tons through 199 tons (without luffing or tower attachment); TOWER/WHIRLEY OPERATOR: Tower Crane Operator; Whirly Operator, under 90 tons; LATTICE BOOM CRANE: 90 through 199 tons and/or 150 to 200 feet boom; EXCAVATOR: Excavator over 130,000 lbs.; HYDRAULIC CRANE: Hydraulic crane operator, 50 tons through 89 tons (with luffing or tower attachment); BLADE: Auto Grader; Blade Operator-Robotic; Rubber tired scraper with tandem scrapers, multi-engine

GROUP 3: HYDRAULIC CRANE: Hydraulic crane operator, 50 tons through 89 tons (without luffing or tower attachment); LATTICE BOOM CRANES: Lattice Boom Crane-50 through 89 tons (and less than 150 feet boom); EXCAVATOR: excavator over 80,000 lbs. through 130,000 lbs.; Rubber Tired Scraper: with tandem scrapers; self-loading, paddle wheel, auger type, finish and/or 2 or more units.

GROUP 4: CRANE: Hydraulic Crane Operator, under 50 tons; LATTICE BOOM CRANE OPERATOR: Lattice Boom Crane Operator, under 50 tons; TRACKHOE/ EXCAVATOR-ROBOTIC: up to and including 20,000 lbs. with any or all attachments; Excavator Operator over 20,000 lbs through 80,000 lbs.;

BLADE: Blade operator; Tractor operator with boom attachment; DRILLING: Churm Drill and Earth Boring Machine Operator; Directional Drill Operator over 20,000 lbs pullback; CRANE: Chicago boom and similar types; Boom type lifting device, 5 ton capacity or less; HYDRAULIC HOES EXCAVATOR: Robotic Hydraulic backhoe operator, track and wheel type up to and including 20,000 lbs. with any or all attachments; Asphalt Paver; Screed Operator; Rubber-Tired Scraper, single engine, single scraper.

GROUP 5: TRACKHOE/EXCAVATORS-HYDRAULIC: up to and including 20,000 lbs.; Boom truck operator; DRILLING: Churm Drill and Earth Boring Machine Operator; Directional Drill Operator less than 20,000 lbs pullback; HYDRAULIC HOES EXCAVATORS: Hydraulic Backhoe Operator, wheel type (Ford, John Deere, Case type); Hydraulic Backhoe Operator track type up to and including 20,000 lbs.; Concrete Pumper; Concrete Paver

GROUP 6: LOADERS: (less than 1 cu yd.); Roller (Non-Asphalt); Oiler

Zone Differential (add to Zone 1 rates): Zone 2 - \$3.00 Zone 3 - \$6.00

For the following metropolitan counties: MULTNOMAH; CLACKAMAS; MARION; WASHINGTON; YAMHILL; AND COLUMBIA; CLARK; AND COWLITZ COUNTY, WASHINGTON WITH MODIFICATIONS AS INDICATED:

All jobs or projects located in Multnomah, Clackamas and Marion Counties, West of the western boundary of Mt. Hood National Forest and West of Mile Post 30 on Interstate 84 and West of Mile Post 30 on State Highway 26 and West of Mile Post 30 on Highway 22 and all jobs or projects located in Yamhill County, Washington County and Columbia County and all jobs or projects located in Clark & Cowlitz County, Washington except that portion of Cowlitz County in the Mt. St. Helens "Blast Zone" shall receive Zone I pay for all classifications.

All jobs or projects located in the area outside the identified boundary above, but less than 50 miles from the Portland City Hall shall receive Zone II pay for all classifications.

All jobs or projects located more than 50 miles from the Portland City Hall, but outside the identified border above, shall receive Zone III pay for all classifications.

For the following cities: ALBANY; BEND; COOS BAY; EUGENE; GRANTS PASS; KLAMATH FALLS; MEDFORD; ROSEBURG

All jobs or projects located within 30 miles of the respective city hall of the above-mentioned cities shall receive Zone I pay for all classifications.

All jobs or projects located more than 30 miles and less than 50 miles from the respective city hall of the above- mentioned cities shall receive Zone II pay for all classifications.

All jobs or projects located more than 50 miles from the respective city hall of the above-mentioned cities shall receive Zone III pay for all classifications.

LABO0737-006 06/01/2019

	Rates	Fringes
Laborers: (Mason Tender-Brick) ...	\$ 31.56	14.60

LABO0737-010 06/01/2019

	Rates	Fringes
Laborers:		
GROUP 2.....	\$ 31.97	14.57
GROUP 3.....	\$ 26.72	14.57

LABORER CLASSIFICATIONS:

GROUP 2: Grade Checker; Pipe layers GROUP 3: Traffic Flaggers

PAIN0055-001 07/01/2013

	Rates	Fringes
--	-------	---------

Painters:

SPRAY ONLY.....\$ 19.81 8.83

\* PLAS0555-003 07/01/2019

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...\$ 35.85 18.77

PLUM0290-004 04/01/2017

Rates Fringes

Plumbers.....\$ 30.67 27.03

SUOR2009-019 10/16/2009

Rates Fringes

INSULATOR - BATT.....\$ 18.57 0.00

LABORER: Common or General.....\$ 10.08 0.00

LABORER: Mason Tender - Cement/Concrete..\$ 26.00 0.00

PAINTER: Brush Only.....\$ 12.00 0.00

PAINTER: Roller.....\$ 12.00 0.00

ROOFER.....\$ 12.00 0.00

TRUCK DRIVER: Dump Truck.....\$ 16.78 0.00

TRUCK DRIVER: Water Truck.....\$ 17.00 5.95

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

=====  
 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 [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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) (ii)).

-----

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

#### Union Rate Identifiers

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

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

this classification and rate.

#### Survey Rate Identifiers

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

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

#### Union Average Rate Identifiers

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



indicates the survey completion date for the classifications and rates under that identifier.

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

-----  
WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

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

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

Branch of Construction Wage Determinations Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W. Washington, DC 20210

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

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

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

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

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

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

=====  
END OF GENERAL DECISION"

## EXHIBIT C: CONTRACT FORM

**AGREEMENT**

## Recitals:

- A. Homes for Good (Homes) owns property at Map 20-03-28-32 Tax lot 12100, in Cottage Grove, OR 97424 (Property).
- B. Homes intends to design and construct four tiny houses on Property, and rent said cottages to low income veterans.
- C. Homes plans to utilize the University of Oregon (UO) academic program OregonBILDS exclusively for the design of the Legion Cottages.
- D. Homes intends to utilize OregonBILDS staff and student volunteer labor, when possible and appropriate during the Legion Cottages construction process.
- E. Contractor acknowledges the need to accommodate the schedule, training, volunteer labor and donated materials provided to project by OregonBILDS.

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between Homes for Good, hereinafter called Owner, and \_\_\_\_\_, hereinafter called Contractor, in consideration of mutual covenants hereinafter set forth, agree as follows:

1. **Work.** Contractor shall complete all work as specified in the contract documents and in accordance with the documents and drawings provided for the Project known as the Cottage Grove Legion Cottages (Project).
2. **Materials.** Contractor will furnish all materials, supplies, tools, equipment, labor and other services necessary for the construction and completion of the Project described herein.
3. **Contract Time.** The Work will commence within ten (10) calendar days after the date of the Notice to Proceed and will be completed by the Contractor and accepted by the Owner no later than \_\_\_\_\_, 20\_\_\_\_, unless the period for completion is extended otherwise by the contract documents or by written agreement of the parties.
4. Cost Plus a percentage Contractor's fee - The Owner will pay to the Contractor the "Cost of Work" incurred in the performance of this Agreement, plus a Contractor's fee equal to 15% of the Cost of the Work (the "Contract Sum"), except as provided otherwise in this Agreement. The Contract Sum will not exceed \$\_\_\_\_\_ (the "Maximum Price"). "Cost of Work" will be all costs necessarily incurred by the Contractor in the proper performance of the Agreement, except as otherwise provided in this Agreement; provided that, the "Cost of Work" shall be calculated to only include the following items:

1. Payments to Contractor and Contractor's employees directly engaged by, or otherwise directly paid by, the Contractor to perform the Work as a laborer;
2. Payments to the Subcontractors approved by the Owner directly engaged by, or otherwise directly paid by, the Contractor to perform the Work at the Premises, or with Owner's prior approval, at an off-site workshop or office, in accordance with this Agreement;
3. The cost of all materials, including transportation of materials, supplies, and equipment acquired by Contractor and incorporated into the home and Premises, and any tools fully consumed while doing the work and not otherwise customarily owned by construction workers that are provided by the Contractor at the Premises;
4. Rental charges for machinery and equipment used on the Premises, including all costs of installing, transporting, and delivering the machinery and equipment. The total rental cost of any equipment may not exceed the purchase price of any comparable item; and
5. The cost for removal and disposal of debris and waste from the Premises.

**3.1 The "Cost of Work" not subject to reimbursement or a percentage Contractor's fee**

– The Cost of the Work shall not include the following:

1. Compensation of the Contractor's personnel stationed at the Contractor's offices, or compensation of Contractor or Contractor's employees for time and effort in their capacity as a general contractor or a representative of the general contractor;
2. Discretionary payments, such as bonuses or profit sharing, paid to anyone hired by the Contractor;
3. Overhead and general expenses;
4. Permit and development fees charged to the project; provided such fees will be reimbursed to Contractor to the extent paid for by Contractor; or
5. Any cost not specifically and expressly described in Section 3.1 above.

**Additional Contractor's Personnel Costs:** Contractor shall comply with the prevailing wage requirements shown on Exhibit A. The prevailing wage rates will be used for the Contractor's supervisory and administrative personnel when stationed at the Premises and performing Work, or when performing Work at a location other than the Premises, but only for the portion of time required for the Work. Contractor shall bill the Contractor's services for labor at the base prevailing wage for a carpenter. Contractor shall bill the Contractor's employee's services for labor at the cost to the Contractor. Donated volunteer time and materials are not subject to the payment of prevailing wages.

5. **Liquidated Damages.** Owner and Contractor acknowledge and agree that if the Work is not completed by the contract time, the amount of Owner's actual loss of use damages will be difficult and impractical, or impossible to determine. Accordingly, the parties agree that if the Project is not completed by the agreed upon date, as adjusted pursuant to the contract documents, the Contractor shall

pay \$25.00 a day to Owner, as liquidated damages for the loss of use of the Project.

The parties further acknowledge and agree that the daily sum for liquidated damages to be paid, as set forth above, is reasonable and that the payment of such liquidated damages is not intended to nor constitutes a penalty or forfeiture. The parties further acknowledge that these liquidated damages are meant to reimburse the Owner only for loss of use delay damages and that Owner reserves the right to claim other types of damages against Contractor including but not limited to actual delay damages.

- 6. Progress Payments.** Owner shall make progress payments on the basis of the Contractor's application for payment as approved by the Owner's representative on or about the last day of each month during construction as provided herein. All progress payments shall be on the basis of progress of the Work measured by the schedule of values provided for in Section 20 of the General Conditions. Prior to substantial completion, progress payments will be an amount equal to not more than 95% of the Work completed and 95% of the materials and equipment not incorporated in the Work, but delivered and suitably stored, less in each case the aggregate of payments previously made. Upon substantial completion, the Owner shall pay an amount sufficient to increase total payments to Contractor to 95% of the cost of the work, less such amounts as the Owner shall determine in accordance with Section 20 of the General Conditions. Final payment shall be upon final completion and acceptance of the Work.
- 7. Contract Documents.** The term "contract documents" means and includes the following:
- (a) Request for Proposal (including Oregon/applicable Prevailing Wage Rates
  - (b) Proposal
  - (c) Construction Agreement;
  - (d) General Conditions;
  - (e) Payment Bond;
  - (f) Performance Bond;
  - (g) Notice of Intent to Award;
  - (h) Notice to Proceed;
  - (i) Drawings and Specifications (once available) and as modified during the course of the Work;
  - (j) Change Orders;
  - (k) Addenda; Number: \_\_\_\_\_ Dated: \_\_\_\_\_
  - (l) Proof of Insurance

The contract documents are not intended to benefit any third party, and shall not be construed to create a contractual relationship, of any kind, between any persons or entities other than the Owner and the Contractor.

**8. Contractor's Representations.** In order to induce Owner to enter into this agreement, Contractor makes the following representations:

- (a) Contractor has familiarized itself with the nature and extent of the contract documents, work, locality, and with all local conditions and any federal, state, and local laws, ordinances, rules, and regulations which, in any manner, may affect cost, progress, or performance of the Work;
- (b) Contractor has studied carefully all reports, investigations, and tests of subsurface and latent physical conditions at the site which may affect cost, progress, or performance of work and which were relied upon in the preparation of the drawings and specifications;
- (c) Contractor has made or has caused to be made examinations, investigations, tests and studies of reports and related data, in addition to those referred to in paragraph (b), which Contractor deems necessary for the performance of the Work, determination of the cost of work, and completion of the Project within the contract time in accordance with the other terms and conditions of the contract documents. No additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes;
- (d) Contractor has reconciled the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the contract documents;
- (e) Contractor has given the Owner's representative written notice of all conflicts, errors or discrepancies which he has discovered in the contract documents and the written resolution thereof by the Owner's representative is acceptable to the Contractor.

**9. Miscellaneous.**

- (a) No assignment by a party hereto of any rights under or interests in the contract documents will be binding on another party to this contract without the written consent of the parties sought to be bound; and specifically but without limitation, monies which may become due and monies which are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law) and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the contract documents.
- (b) This Agreement shall be binding upon all parties to the contract and their respective partners, successor, heirs, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the contractual documents.

THIS AGREEMENT is effective on the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

OWNER:

CONTRACTOR:

By: \_\_\_\_\_

By: \_\_\_\_\_

Address for giving notices:

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_

\_\_\_\_\_  
Agent for Service of Process  
License # \_\_\_\_\_

SAMPLE

## GENERAL CONDITIONS

**Section 1. Definitions.** Whenever used in these General Conditions or in the other contract documents, the following terms have the meanings indicated which are applicable in both the singular and plural or masculine or feminine thereof:

1. **Addenda.** Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the contract documents, Drawings and specifications by additions, deletions, clarifications, or corrections.
2. **Proposal.** The offer or proposal of the proposer submitted on the prescribed form setting forth the prices for the Work to be performed.
3. **Bonds.** Performance, payment and public work bonds and other instruments of security.
4. **Change Order.** A written order to the Contractor signed by the Owner authorizing an addition, deletion or revision in the Work, or an adjustment in the cost of work or the contract time issued after the effective date of the Agreement.
5. **Cost of work.** The total monies payable to the Contractor under the terms and conditions of the contract documents.
6. **Contract Time.** The number of calendar days stated in the contract documents for completion of the Work.
7. **Contractor.** The person, firm, or corporation with whom the Owner has executed the Agreement.
8. **Drawings.** The part of the contract documents which show the characteristics and scope of the Work to be performed and are referred to in the contract documents.
9. **Owner's Representative.** That person appointed by the Executive Director of the Owner to act as the Owner's Representative in all matters relating to this contract.
10. **Field Order.** A written order issued by the Owner's Representative which orders minor changes in Work not involving an adjustment in the cost of work or an extension of the contract time.
11. **Substantial Completion.** The date certified by the Owner's Representative when the construction of the Project or a specified part thereof is sufficiently

completed in accordance with the contract documents so that the Project or a specified part can be utilized for purposes for which it is intended.

12. Subcontractor. An individual, firm, or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work at the site.
13. Supplier. Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design but who does not perform labor at the site.
14. Work. All labor necessary to produce the construction required by the contract documents and all materials and equipment incorporated or to be incorporated in the Project.
15. Written Notice. Any notice to any party to the Agreement, or relative to any part of this Agreement, in writing is considered delivered and service completed when posted by certified mail or registered mail to the party at the party's last given address as shown on the Agreement, or when delivered in person to the party or the party's authorized representative on the worksite.

## **Section 2. Preliminary Matters.**

1. Delivery of Bonds. When the Contractor delivers the executed contract documents to the Owner, Contractor shall also deliver to Owner such bonds as the Contractor may be required to furnish.
2. Copies of Documents. Owner shall furnish to Contractor up to three (3) copies of the contract documents. Additional copies will be furnished upon request at the cost of reproduction.
3. Contractor's Construction Schedule.
  - (a) Commencement of Contract Time. The Contract Time will commence to run on the day indicated in the Notice to Proceed.
  - (b) Schedule Coordination. The Contractor, after being awarded the Contract, shall work closely with the Owner on a weekly basis to determine an appropriate construction schedule for the Work, in coordination with student assignments, academic timelines, and the UO's term schedule. The Contract may be revised at appropriate intervals by the Contractor and Owner, as required by the conditions of the Work and Project. Such alterations and revisions shall be agreed upon by both parties, and provide for expeditious and practicable execution of the Work. The Contractor shall perform the Work in general accordance with the most recent schedule agreed upon by the



Contractor and Owner. Any resulting Change Orders shall be submitted by Contractor and processed in accordance with General Conditions Sections 10 and 11.

4. Insurance. Before undertaking any Work on the Project, Contractor shall obtain and, during the life of this Agreement, Contractor shall maintain the following minimum public liability and property damage insurance naming the Owner as an additional insured, which shall protect the Owner and the Contractor from claims for injuries, including accidental death, as well as from claims for property damage which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the contract documents whether such performance is by Contractor or any Subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:
  - (a) Commercial general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$2,000,000.
  - (b) Builder's All Risk Insurance in at least the amount of the Cost of work.
  - (c) Statutory workers' compensation and employer's liability insurance for the State of Oregon.

Contractor shall provide the Owner with certificates of insurance before undertaking any Work on the Project. Insurance policies shall not be amended, canceled or terminated without 30-days prior written notice to the Owner.

5. Owner Insurance. The Owner shall be responsible for purchasing and maintaining its own liability insurance. Owner shall also purchase and maintain property insurance upon the Work at the site to the full insurable value thereof and shall include the interest of the Owner, Contractor and Subcontractors in the Work against the perils of fire and extended coverage. All other risk of loss at the Work site shall be borne by Contractor until acceptance of building by Owner.
6. Subrogation Waiver. Owner and Contractor waive all rights against each other, their agents and any Subcontractors and their agents and employees for damages caused by fire or other perils to the extent covered by insurance provided for in this Section. The Contractor shall require similar written waivers from each Subcontractor and each such waiver shall be in favor of all other parties enumerated in this paragraph.

7. Subcontractor Selection. The Owner and Contractor shall work together to select mutually agreeable Subcontractors for the Project, taking into consideration each Subcontractor's past history with the OregonBILDS Program, and any discounted rates or donated portions of the Subcontractor's work related thereto. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable written objection. Contractor will not engage any Subcontractor to whom Owner reasonably objects.

### **Section 3. Contract Documents.**

1. The contract documents comprise the entire agreement between Owner and Contractor concerning the Work. They may be altered only by written modification, as provided in this Agreement.
2. The contract documents are complementary; what is called for by one is binding as if called for by all. If, during the performance of the Work, Contractor finds a conflict, error or discrepancy in the contract documents, Contractor shall report it to the Owner's Representative in writing at once and before proceeding with the Work affected by the conflict.
3. It is the intent of the specifications and Drawings to describe the complete Project to be constructed in accordance with the contract documents.
  - (a) The Owner and Contractor shall work together to produce, or gather, all drawings, product data, samples and similar submittals required to plan and perform the Work required by the Project. These documents may be produced by the Contractor, Owner, UO staff and students, or other parties permitted to work in such capacities. The process will be dictated, in part, by the UO academic calendar and class expectations, and by the Project's construction schedule, in such sequence as to allow the Owner and Contractor reasonable time for review.
  - (b) Any Work which may reasonably be inferred from the specifications or Drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials, or equipment, such words shall be interpreted in accordance with such meaning. Reference to standard specifications, manuals, or codes of any technical society, organization, or association, or to the code of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard, specification, manual or code in effect at the time of the opening of the Proposal, except as may be otherwise specifically stated. However, no provision of any reference, standard, specification, manual or code shall change the duties and responsibilities of the Owner, Contractor, or any of their agents or employees

from those set forth in the contract documents. Clarifications and interpretations of the contract documents shall be issued by the Owner's Representative.

4. Re-use of Documents. Neither Contractor nor any Subcontractor, manufacturer, fabricator, Supplier, or distributor shall have or acquire any title to or ownership rights in any of the Drawings, specifications, or other documents which are a part of this contract. They may not be reused by any party without the express written consent of the Owner and of the preparer of the Drawings.

#### **Section 4. Materials, Service and Facilities.**

1. It is understood that, except as otherwise specifically stated in the contract documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, lights, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Work within the specified time. Owner will purchase some materials and solicit donations when appropriate, none of which will become part of the cost of the Work.
2. Materials and equipment shall be stored so as to ensure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work shall be located so as to facilitate prompt inspection. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.
3. All materials and equipment shall be of good quality and new except as otherwise provided in the contract documents.
4. Cleaning Up. Contractor shall keep the Property and surrounding area free from accumulation of waste materials and rubbish; when students are present, students may be available for such tasks. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus material from and about the Property.
5. Equivalent Materials and Equipment. Whenever materials or equipment are specified or described in Drawings or specifications by using the name of proprietary item or the name of a particular manufacturer, fabricator, Supplier or distributor, the name of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other manufacturers, fabricators, Suppliers, or distributors may be accepted by the Owner's Representative if sufficient information is submitted by Contractor to allow the Owner's Representative to determine that the material proposed is equivalent to that named.

## **Section 5. Construction by Owner or by Separate Contractors.**

1. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with portions of the Project or other construction or operations on the Property under contract conditions identical or substantially similar to these, including those portions related to insurance and waiver of subrogation. If the Contractor claims such action will cause delay or additional cost, the Contractor shall make such claim as provided in Sections 10 or 11. For clarification, the Contractor may not make claims for delay caused by the UO staff or students' work on the Project.
2. If the Owner performs construction or operations related to the Project with the Owner's own forces, the Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities on the Property, and shall coordinate the Contractor's activities with theirs as required by the contract documents.
3. The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a separate contractor because of delays, improperly timed activities, or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, and damage to the Work or defective construction of a separate contractor.

## **Section 6. Fees, Taxes and Permits.**

1. Contractor shall pay all applicable royalties and license fees. Contractor shall defend all suits or claims for infringement of any patent rights and save Owner harmless from loss on account thereof.
2. All permits and licenses, including SDC or other governmental fees, licenses, and inspections required for construction shall be obtained by the Contractor and fees will be reimbursed by the Owner upon submittal of receipts and invoices by Contractor. Owner shall assist the Contractor when necessary in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work and which are applicable at the time of Proposal opening. Contractor shall pay all charges of utility service companies for connections to the Work. Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by Contractor in accordance with the laws of the place of the Project.

## **Section 7. Survey, Permits and Regulations.**

1. Owner shall furnish all boundary surveys and establish all base lines for locating principal component parts of the Work together with a suitable number of bench marks adjacent to the Work as shown in the contract documents. From the information provided by Owner, unless otherwise specified in the contract documents, Contractor shall develop and make all detailed surveys needed for construction such as slope stakes, stakes for piling locations, and other working points, lines, elevations and cut sheets.
2. The Contractor shall carefully preserve bench marks, reference points and stakes and, in case of willful or careless destruction, Contractor shall be charged with the resulting expense and shall be responsible for any mistakes which may be caused by unnecessary loss or disturbance.

### **Section 8. Protection of Work, Property and Persons.**

1. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with its employees' and Subcontractors' performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to, prevent damage, injury, or loss to:
  - (a) The Contractor's employees, Subcontractors, and UO staff and students on the Property;
  - (b) The Work and materials and equipment to be incorporated therein, whether in storage on or off the Property, under care, custody or control of the Contractor or the Contractor's Subcontractors or sub-subcontractors; and
  - (c) Other property at the Project or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
2. The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under this Contract. The Contractor shall not be responsible for damage or loss attributable to acts or omissions of the Owner or UO staff or students that are not attributable to the fault or negligence of the Contractor.

### **Section 9. Supervision by Contractor.**

1. The Contractor will supervise and direct the Work. Contractor will be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor will employ and maintain on the Work a qualified supervisor who shall have been designated in writing by Contractor as Contractor's representative at the site. The supervisor shall have full authority to act on behalf of Contractor and all communications given to the supervisor shall be as binding as if given to Contractor. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the Work.
2. Contractor shall be fully responsible for all acts and omissions of its Subcontractors, persons and organizations directly or indirectly employed by Contractor or any Subcontractor, and persons or organizations for whose acts any of them may be liable to the same extent Contractor is responsible for the acts and omissions of persons directly employed by Contractor. The Contractor shall also be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors, and all additional employees, agents, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor, excluding UO students to the extent they deviate from Contractor's instructions.
3. The nature of the Project requires the Contractor to supervise the work of UO students. Under the terms of this Contract, students are not considered Subcontractors, nor are they employees of the Contractor or Owner. Contractor shall provide UO students meaningful participation in the conduct of Work in support of the OregonBILD's curriculum. As used herein, "meaningful participation in the conduct of the Work" may include, but is not limited to students assisting and participating in pouring concrete, framing, installing drywall, installing windows and doors, applying exterior siding, installing insulation, painting exterior and interior surfaces, assembling and installing cabinets, installing interior flooring and trim, and other activities as jointly determined by the Owner and the Contractor. The Contractor will provide instruction and direction to UO students when working in coordination with the Contractor or Subcontractors on the Project site.
4. Nothing in these documents creates any obligation on the part of the Owner to pay or to see to the payment of any monies due any Subcontractor or other person or organization, except as may otherwise be required by law.
5. Contractor is prohibited from sharing or disclosing any information regarding any UO student participating in the Project, except of necessary to perform the Work.

6. Owner, in coordination with UO staff and students and upon notice to Contractor, may revise Contract Documents, other than the Construction Agreement and General Conditions, while the Work is being completed.

### **Section 10. Changes in Work.**

Owner, at any time the need arises, may order changes in the scope of the Work without invalidating the Agreement. If such changes increase or decrease the amount due under the contract documents, or the time required for performance of the Work, an equitable adjustment shall be authorized by Change Order. Owner or its representative may also, at any time, by issuing a Field Order, make changes in the details of the Work. Contractor shall proceed with the performance of any changes in the Work so ordered, unless Contractor believes that such Field Order entitles Contractor to a change in Cost of work or Contract Time, or both, in which event Contractor shall give Owner's Representative Written Notice of the proposed Change Order within two (2) days after receipt of the Field Order. Contractor shall document in Contractor's notice the basis for the change in Cost of work or Contract Time by separate notice delivered within five (5) days of the date of the Written Notice of the proposed Change Order. Contractor shall not execute such changes pending the receipt of an executed Change Order or further instruction from Owner.

### **Section 11. Changes in Cost of work.**

The Cost of work may be changed only by a written, signed Change Order. The value of any Work covered by a Change Order or of any claim for increase or decrease in the Cost of work shall be determined by one or more of the following methods in the order of precedence listed below:

1. Unit prices previously approved.
2. An agreed lump sum.
3. The actual cost of labor, direct overhead, materials, supplies, and other services necessary to complete the Work plus an amount not to exceed 10% of the actual Work to cover the cost of general overhead profit.

### **Section 12. Limitation on Liquidated Damages.**

Contractor shall not be charged with liquidated damages when the delay in completion of the Work is due to the following and Contractor has promptly given Written Notice of such delay to Owner or its representative:

1. Unforeseeable causes beyond the control and without the fault or negligence of Contractor, including but not restricted to acts of God or of the public enemy, acts of Owner, acts of another Contractor in performance of the contract with

the Owner, fires, floods, epidemics, quarantine restriction, strikes, freight embargoes, and abnormal and unforeseen weather; and

2. Any delays of Subcontractors occasioned by any of the causes specified above.

### **Section 13. Correction of Work.**

1. Contractor shall promptly remove from the Property all Work rejected by Owner's Representative for failure to comply with the contract documents, whether incorporated in construction or not, and Contractor shall promptly replace and re execute the Work in accordance with the contract documents and without expense to Owner and shall bear the expense of making good all Work of other contractors destroyed or damaged by such removal or replacement.
2. All removal and replacement Work shall be done at Contractor's expense. If Contractor does not take action to remove rejected Work within five (5) days after receipt of Written Notice of rejection, Owner may remove such Work and store the materials at the expense of Contractor.

### **Section 14. Subsurface Conditions.**

Contractor shall promptly and before such conditions are disturbed, except in the event of an emergency, notify Owner by Written Notice of:

1. Subsurface or latent physical conditions at the site differing materially from those indicated in the contract documents.
2. Unknown physical conditions at the site of an unusual nature, differing markedly from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the contract.

Owner shall promptly investigate the conditions and if found that such conditions do so materially differ and cause an increase or decrease in the cost of or in the time required for performance of the Work, an equitable adjustment shall be made and the contract documents shall be modified by a change order. Any claim of Contractor for adjustment hereunder shall not be allowed unless he has given the required Written Notice.



## **Section 15. Suspension of Work, Termination Delay.**

1. If Contractor is adjudged a bankrupt or insolvent or if Contractor makes a general assignment for the benefit of Contractor's creditors, or if a trustee or receiver is appointed for the Contractor or for any of Contractor's property, or if Contractor files a petition to take advantage of any debtor's act or to reorganize under bankruptcy or applicable laws, or if Contractor repeatedly fails to supply sufficient skilled workmen or suitable material or equipment, or if Contractor repeatedly fails to make prompt payments to Subcontractors for labor, materials, or equipment, or if Contractor disregards laws, ordinances, rules, regulations, or orders of any public body having jurisdiction of the Work, or if Contractor disregards the authority of Owner's Representative or if Contractor otherwise violates any provision of the contract documents, then Owner may, without prejudice to any other right or remedy, after giving Contractor and Contractor's surety a minimum of five (5) days' Written Notice, terminate the services of the Contractor and take possession of the Project and all materials, equipment, tools, construction equipment, and machinery owned by Contractor and finish the Work by whatever method Owner may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the cost of work exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to Contractor. If the costs exceed such unpaid balances, Contractor will pay the difference to Owner. Such costs incurred by Owner will be determined by Owner and incorporated in a change order.
2. Where Contractor's services have been terminated under Section 15.1, by Owner, the termination shall not affect any right of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of monies by Owner due Contractor will not release Contractor from compliance with the contract documents.
3. After five (5) days from delivery of Written Notice under Section 15.1 to Contractor, Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the contract. In such case, Contractor shall be paid for all Work executed and any reasonable expense sustained plus reasonable profit for the Work performed.

## **Section 16. Equal Opportunity.**

Contractor agrees to comply with the applicable provisions of the Equal Opportunity Act of 1972 and the Civil Rights Act of 1964 as amended. Contractor shall have the obligation to ensure that the employees and applicants for employment are not discriminated against because of race, creed, color, sex, or national origin.

## Section 17. Public Contracting Code Requirements.

1. Contractor shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the Work provided for in the contract, and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor.
  - (a) ORS 279C.580(3)(a) requires the prime Contractor to include a clause in each subcontract requiring Contractor to pay the first-tier Subcontractor for satisfactory performance under its subcontract within ten (10) days out of such amounts as are paid to the prime Contractor by the public contracting agency; and
  - (b) ORS 279C.580(3)(b) requires the prime Contractor to include a clause in each subcontract requiring Contractor to pay an interest penalty to the first-tier Subcontractor if payment is not made within thirty (30) days after receipt of payment from the public contracting agency.
  - (c) ORS 279C.580(4) requires the prime Contractor to include in every subcontract a requirement that the payment and interest penalty clauses required by ORS 279C.580(3)(a) and (b) be included in every contract between a Subcontractor and a lower-tier Subcontractor or Supplier.
2. Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the contract, and shall be responsible that all sums due the State Unemployment Compensation Fund from Contractor or any Subcontractor in connection with the performance of the contract shall promptly be paid.
3. Contractor shall not permit any lien or claim to be filed or prosecuted against the Owner on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted.
4. A notice of claim on Contractor's payment bond shall be submitted only in accordance with ORS 279C.600 and 279C.605.
5. Contractor and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
6. Contractor shall demonstrate to Owner that an employee drug-testing program is in place within ten (10) days of receiving a Notice of Award.
7. Pursuant to ORS 279C.515, if Contractor fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the Contractor or a Subcontractor by any person in connection with the contract as such claim

becomes due, the Owner may pay such claim to the persons furnishing the labor or material and charge the amount of payment against funds due or to become due to Contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the Contractor or its surety from their obligations with respect to any unpaid claim. If Owner is unable to determine the validity of any claim for labor or material furnished, Owner may withhold from any current payment due Contractor an amount equal to said claim until its validity is determined and the claim, if valid, is paid.

8. Pursuant to ORS 279C.515, if the Contractor or a first-tier Subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract for a public improvement within 30 days after receipt of payment from Owner or Contractor, the Contractor or first-tier Subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10 day period that payment is due under ORS 279C.580(4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to Contractor or first-tier Subcontractor on the amount due shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve District that includes Oregon on the date that is thirty (30) days after the date when payment was received from the public contracting agency or from the Contractor, but the rate of interest shall not exceed thirty (30) percent. The amount of interest may not be waived.
9. As provided in ORS 279C.515, if the Contractor or a Subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.
10. Pursuant to ORS 279C.530, Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
11. Contractor shall employ no person for more than ten (10) hours in any one day, or forty (40) hours in any one week, except in cases of necessity, emergency, or where public policy absolutely requires it, and in such cases, except in cases of contracts for personal services designated under ORS 279A.055, Contractor shall pay the employee at least time and one-half pay for all overtime in excess of eight (8) hours a day or forty (40) hours in any one week when the Work is five

- (5) consecutive days, Monday through Friday; or for all overtime in excess of ten (10) hours a day or forty (40) hours in any one week when the Work week is 4 consecutive days, Monday through Friday; and for all Work performed on Saturday and on any legal holidays as specified in ORS 279C.540.
12. Pursuant to ORS 279C.540(2), the Contractor must give notice to employees who Work on this contract in writing, either at the time of hire or before commencement of Work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to Work.
13. The provisions of ORS 279C.800 to ORS 279C.870 relating to the prevailing wage rates will be complied with.
- (a) This project is a public work, subject to ORS 279C.800 to 279C.870. Because the work is for a Residential Construction Project, as defined by OAR 839-025-0004(24), OAR 839-025-0037 requires Homes and its contractors to use federal Davis-Bacon wage rates for this Project, unless the applicable federal rate is lower than the minimum wage rate required by ORS 653.025, in which case no less than the minimum wage required by ORS 653.025 must be paid to the worker.
- (b) Federal Davis-Bacon Residential wage rates applicable to this project are: General Decision Number: OR20190021 08/02/2019. A copy of the wage decision is included in the RFP as Exhibit B and is hereby incorporated as part of the Contract Documents.
- (c) Contractor and all Subcontractors shall keep the prevailing wage rates for this Project posted in a conspicuous and accessible place in or about the Project.
- (d) The Owner shall pay a fee to the Commissioner of the Oregon Bureau of Labor and Industries as provided in ORS 279C.825. The fee shall be paid to the Commissioner as required by the administrative rules adopted by the Commissioner.
- (e) If Contractor or any Subcontractor also provides for or contributes to a health and welfare plan or a pension plan, or both, for its employees on the Project, it shall post notice describing such plans in a conspicuous and accessible place in or about the Project. The notice shall contain information on how and where to make claims and where to obtain future information.
14. Unless exempt under ORS 279C.836(4), (7), (8) or (9), before starting Work on this contract, or any subcontract hereunder, Contractor and all Subcontractors must have on file with the Construction Contractors Board a public works bond with a corporate surety authorized to do business in the State of Oregon in the

amount of \$30,000. The bond must provide that the Contractor or Subcontractor will pay claims ordered by the Bureau of Labor and Industries to workers performing labor upon public works projects. The bond must be a continuing obligation, and the surety's liability for the aggregate of claims that may be payable from the bond may not exceed the penal sum of the bond. The bond must remain in effect continuously until depleted by claims paid under ORS 279C.836(2), unless the surety sooner cancels the bond. The surety may cancel the bond by giving thirty (30) days' Written Notice to the Contractor or Subcontractor, to the Construction Contractors Board and to the Bureau of Labor and Industries. When the bond is canceled, the surety is relieved of further liability for Work performed on contracts entered into after the cancellation. The cancellation does not limit the surety's liability for Work performed on contracts entered into before the cancellation. Contractor further certifies that Contractor will include in every subcontract a provision requiring a Subcontractor to file a public works bond with the Construction Contractors Board before starting Work on the Project, unless exempt under ORS 279C.836(4), (7), (8), or (9).

- (a) Unless exempt under ORS 279C.836(4), (7), (8), or (9), before permitting a Subcontractor to start Work on this public works project, the Contractor shall verify that the Subcontractor has filed a public works bond as required under this section or has elected not to file a public works bond under ORS 279C.836(7).
  - (b) Unless the Owner has been notified of any applicable exemptions under ORS 279C.836(4), (7), (8), or (9), the public works bond requirement above is in addition to any other bond Contractor or Subcontractors may be required to obtain under this contract.
15. As may be required by ORS 279C.845, Contractor or Contractor's surety and every Subcontractor or Subcontractor's surety shall file certified payroll statements with the Owner in writing.
- (a) If Contractor is required to file certified statements under ORS 279C.845, the Owner shall retain twenty-five (25) percent of any amount earned by the Contractor on the public works project until the Contractor has filed with the Owner a certified statement as required by ORS 279C.845. The Owner shall pay the Contractor the amount retained within 14 days after the Contractor files the required certified statements, regardless of whether a Subcontractor has failed to file certified statements required by statute. The Owner is not required to verify the truth of the contents of certified statements filed by the Contractor under this section and ORS 279C.845.
  - (b) The Contractor shall retain twenty-five (25) percent of any amount earned by a first-tier Subcontractor on this public works contract until the

Subcontractor has filed with the Owner certified statements as required by ORS 279C.845. The Contractor shall verify that the first-tier Subcontractor has filed the certified statements before the Contractor may pay the Subcontractor any amount retained. The Contractor shall pay the first-tier Subcontractor the amount retained within fourteen (14) days after the Subcontractor files the certified statements as required by ORS 279C.845. Neither the Owner nor the Contractor is required to verify the truth of the contents of certified statements filed by a first-tier Subcontractor.

16. All employers, including Contractor, that employ subject workers who Work under this contract shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its Subcontractors complies with these requirements.
17. All sums due the State Unemployment Compensation Fund from the Contractor or any Subcontractor in connection with the performance of the contract shall be promptly so paid.
18. The contract may be canceled at the election of Owner for any willful failure on the part of Contractor to faithfully perform the contract according to its terms.
19. Contractor certifies that it has not and will not discriminate against minorities, women or emerging small business enterprises in obtaining any required Subcontractors, or against a business enterprise that is owned or controlled by, or that employs a disabled veteran as defined in ORS 408.225.
20. Contractor certifies its compliance with the Oregon tax laws, in accordance with ORS 305.385.
21. In the performance of this contract, the Contractor shall use, to the maximum extent economically feasible, recycled paper, materials, and supplies, and shall compost or mulch yard waste material at an approved site, if feasible and cost effective.
22. As may be applicable, Contractor certifies that all Subcontractors performing construction Work under this contract will be registered with the Construction Contractors Board or licensed by the state Landscaping Contractors Board in accordance with ORS 701.035 to ORS 701.055 before the Subcontractors commence Work under this contract.
23. Pursuant to Owner's Public Contracting Rule 137-049-0880, the Owner may, at reasonable times and places, have access to and an opportunity to inspect, examine, copy, and audit the records relating to the Contract.

24. Pursuant to ORS 279C.510, if feasible and cost-effective and contract is for demolition, Contractor shall salvage or recycle construction and demolition debris.
25. Pursuant to ORS 279C.510, if feasible and cost-effective and contract is for lawn and landscape maintenance, Contractor shall compost or mulch yard waste material at an approved site.
26. In compliance with the provisions of ORS 279C.525, the following is a list of federal, state and local agencies, of which the Owner has knowledge, that have enacted ordinances or regulations dealing with the prevention of environmental pollution and the preservation of natural resources that may affect the performance of the contract:

#### FEDERAL AGENCIES:

- Agriculture, Department of
  - Forest Service
  - Soil Conservation Service
- Defense, Department of
  - Army Corps of Engineers
- Environmental Protection Agency
- Interior, Department of
  - Bureau of Sport Fisheries and Wildlife
  - Bureau of Outdoor Recreation
  - Bureau of Land Management
  - Bureau of Indian Affairs
  - Bureau of Reclamation
- Labor, Department of
  - Occupational Safety and Health Administration
- Transportation, Department of
  - Federal Highway Administration
- Homeland Security, Department of
  - Coast Guard

#### STATE AGENCIES:

- Agriculture, Department of
- Environmental Quality, Department of
- Fish and Wildlife, Department of
- Forestry, Department of
- Geology and Mineral Industries, Department of
- Human Resources, Department of
- Land Conservation and Development Commission

- Soil and Water Conservation Commission
- State Engineer
- State Land Board
- Water Resources Board

#### LOCAL AGENCIES:

- City Council
- County Court
- County Commissioners, Board of
- Port Districts
- Metropolitan Service Districts
- County Service Districts
- Sanitary Districts
- Water Districts
- Fire Protection Districts

27. Once before the first payment and once before final payment is made of any sum due on account of the contract for a public work, Contractor or Contractor's surety and every Subcontractor with a Subcontractor's surety, shall file a statement with Owner in writing in the form prescribed by the Commissioner of the Bureau of Labor and Industries, certifying the hourly rate of wage paid each classification of worker which Contractor or Subcontractor has employed upon such public work, and further certifying that no worker employed upon such public work has been paid less than the prevailing rate of wage or less than the minimum hourly rate of wage specified in the contract, which certificate and statement shall be verified by the oath of Contractor or Contractor's surety or Subcontractor or the Subcontractor's surety, that Contractor or Subcontractor has read such statement and certificate, knows the contents thereof, and that the same is true to Contractor's or Subcontractor's knowledge. A true copy of the certification or certifications required to be filed pursuant to this section shall also be filed at the same time with the Commissioner of the Bureau of Labor and Industries.
28. The following notice is applicable to Work involving excavation. "ATTENTION: Oregon law requires you to follow rules adopted by the Oregon Utility Notification Center. Those rules are set forth in OAR 952-001-0010 through OAR 952-001-0090. You may obtain copies of the rules by calling the center at (503) 232-1987."

#### **Section 18. Warranty and Guarantee.**

1. Contractor warrants and guarantees to Owner that all Work will be done in accordance with the contract documents and will not be defective. Prompt notice of all defects shall be given to Contractor. All defective Work, whether or



not in place, may be rejected, corrected or accepted. Contractor understands that the City of Cottage Grove and Lane County and their various departments, and agencies, must be consulted and be allowed to inspect the Work and sign off in each particular area. At all times Owner's Representative and appropriate inspectors shall have access to the Work for inspection and testing. Contractor shall provide proper and safe conditions for such access.

2. Where any law, ordinance, rule, regulation, code, or other order of any public body having jurisdiction requires any Work or part thereof to specifically inspected, tested or approved, Contractor shall assume full responsibility for such inspection, testing, or approval, and pay all costs in connection therewith and furnish Owner's Representative with the required certificates of inspection, testing or approval. If any Work to be inspected, tested, or approved is covered without written concurrence of Owner's Representative, it must be, if requested, uncovered for observation. Such uncovering shall be at Contractor's expense.
3. Neither observations by the Owner's Representative nor inspection tests or approvals by others shall relieve the Contractor from his obligations to perform the Work in accordance with the contract documents.
4. If, within two (2) years after the date of final completion and sign off and payment of any retainage by Owner to Contractor, there is any defect in materials or workmanship, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, either correct such defective Work or, if it has been rejected by Owner, remove it from the site and replace it with non-defective Work. If Contractor does not promptly comply with the terms of such instructions, or in an emergency where a delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or the rejected Work removed and replaced. All direct or indirect costs of such removal or replacement, including compensation for additional professional services, shall be paid by Contractor. Such additional professional services include the services of any attorney employed by Owner to assist it in dealings with Contractor. If Contractor does not pay for such Work, or does not ensure that such Work is performed as required by this section, Owner may pursue reimbursement from Contractor, including pursuing a claim upon Contractor's bond, if applicable, for payment of such Work. All notices sent to Contractor shall have copies sent to Contractor's surety.
5. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by the application for payment, whether incorporated in the Project or not, will pass to Owner at the time of payment, free and clear of all liens, claims, security interests and encumbrances of any party whomsoever.

## **Section 19. Bond Form.**

Payment and Performance Bonds shall be in the form provided within the Request for Proposal packet. .

## **Section 20. Payments to Contractor.**

1. By the 5th day of each month, Contractor will submit to Owner's Representative a partial payment estimate filled out and signed by Contractor covering the Work performed during the period covered by the partial payment estimate and supported by such data as Owner's Representative may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to Owner, as will establish Owner's title to the material and equipment, and protect its interest therein, including applicable insurance. Owner's Representative will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to Owner, or return the partial payment estimate to Contractor indicating in writing his reasons for refusing to approve payment. In the latter case, Contractor may make the necessary corrections and resubmit the partial payment estimate. Owner will, within ten (10) days after presentation by Owner's Representative of an approved partial payment estimate, pay Contractor a progress payment on the basis of the approved partial payment estimate. Owner shall retain five percent (5%) of the amount of each payment until final completion and acceptance of all Work covered by the contract documents. After fifty percent (50%) of the Work has been completed, Owner may, at Owner's sole discretion, reduce or eliminate retainage on the remaining progress estimates. When the Work is substantially complete, Owner may, at Owner's sole discretion, further reduce the retained amount below 5% to only that amount necessary to assure completion. On completion and acceptance of a part of the Work on which the price is stated separately in the contract documents, Owner may, in Owner's sole discretion, pay for that part of the Work in full, including retained percentages, less authorized deductions.
2. A request for payment may also include an allowance for the cost of such major materials and equipment which are suitably stored either at or near the site.
3. Prior to Substantial Completion, Owner, with the approval of Owner's Representative and with the concurrence of the Contractor, may use any completed or substantially completed portions of the Work. Such use shall not constitute an acceptance of such portions of the Work.
4. Owner shall have the right to enter the Property for the purpose of doing Work not covered by the contract documents. This provision shall not be construed as relieving Contractor of the sole responsibility for the care and protection of the Work, or the restoration of any damaged Work except such as may be caused by

agents or employees of Owner. Such entry or Work shall only be allowed to the extent it does not interfere with Contractor's Work.

5. Upon completion and acceptance of the Work, Owner's Representative shall issue a certificate attached to the final payment request that the Work has been accepted by him under the conditions of the contract documents. The entire balance found to be due the Contractor, including the retained percentages, but except such sums as may be lawfully retained by Owner, shall be paid to the Contractor within thirty (30) days of the issuance of the certificate of completion and acceptance of the Work.
6. If Owner fails to make payment thirty (30) days after approval of a partial payment estimate by Owner's Representative, in addition to the other remedies available to Contractor, there shall be added to each such payment interest at the maximum legal rate commencing on the first day after said payment is due and continuing until the payment is received by the Contractor.

## **Section 21. Indemnification.**

Contractor will indemnify and save Owner and Owner's officials, employees, agents, and volunteers, including UO staff and students, harmless from all claims arising out of the lawful demands of Subcontractors, laborers, workmen, mechanics, materialmen, and furnishers or machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the Work. Contractor shall, at Owner's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged or waived. If Contractor fails to do so, Owner may, after having notified Contractor, either pay unpaid bills or withhold from Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to Contractor shall be resumed in accordance with the terms of the contract documents, but in no event shall the provisions of this Section be construed to impose any obligations upon Owner to either Contractor, Contractor's surety or any third party. In paying any unpaid bills of Contractor, any payment so made by Owner shall be considered as a payment made under the contract documents by Owner to Contractor and Owner shall not be liable to Contractor for any such payments made in good faith.

## **Section 22. Cleanup.**

1. From time to time as the Work progresses and immediately after completion of the Work, Contractor shall clean up and remove all refuse and unused materials of any kind resulting from the Work. Upon failure of Contractor to do so within 24 hours after being so directed by Owner's Representative, the Work may be done by Owner and the cost thereof may be deducted from any payment due Contractor.
2. After all other Work embraced in the contract is completed and before final acceptance of the contract, the entire right of way and driveways, alleys, and side street approaches, slopes, ditches, utility trenches, and construction areas shall be neatly finished to the lines, grades and cross sections shown in the specifications.
3. As a condition precedent to final acceptance of the Project, Contractor shall remove all equipment and temporary structures, and all rubbish, waste and generally clean the right of way and Property.

## **Section 23. Use of Light, Power and Water.**

Contractor shall furnish temporary light, power, and water complete with connecting piping, wiring, lamps, and similar equipment necessary before the Work is improved. Contractor shall install, maintain and remove temporary lines upon completion of Work. Contractor shall obtain all permits and bear all costs for connection with temporary services and facilities at no expense to Owner.

## **Section 24. Arbitration.**

1. All claims, disputes, and other matters in question between Owner and Contractor arising out of, or relating to, the contract documents, including rescission, reformation, enforcement, or the breach of the terms thereof, except for claims which may have been waived by the making or acceptance of final payment or for acquisition of property subject to eminent domain, may be decided by arbitration. Owner shall have the sole discretion as to whether or not a dispute will be decided by arbitration conducted in Lane County, Oregon, rather than through the court process.
2. No demand for arbitration of any claimed dispute or other matter shall be effective until after a claim or demand regarding the underlying dispute is made to the Owner and Owner has rendered a written decision with respect thereto denying the claim or demand. No demand for arbitration of the denial of any such claim, dispute, or other matter shall be made later than thirty (30) days after the date on which the Owner has rendered a written decision denying the claim. The failure to demand arbitration within thirty (30) days of the date of

the Owner's decision denying the claim shall result in the Owner's decision being binding upon both Parties.

3. Notice of demand for arbitration shall be filed in writing with the other party to the agreement. The demand for arbitration shall be made within the 30 day period specified above. Owner, if not the party demanding arbitration, has the option of allowing the matter to proceed with arbitration or by Written Notice within five (5) days after receipt of a demand for arbitration, or rejecting arbitration and requiring Contractor to proceed through the courts for relief. Arbitration shall be conducted under the Uniform Arbitration Act, ORS 36.600 *et seq.* If the parties are unable to mutually select an arbitrator within twenty (20) days following Owner's decision to pursue arbitration, then each party shall select an arbitrator, and the two arbitrators shall select a single arbitrator. The arbitrator(s) shall have substantial experience in construction disputes. The parties agree that any award rendered by the arbitrator will be final, and judgment may be entered upon the award in any court having jurisdiction thereof, and will not be subject to modification or appeal except to the extent permitted by Oregon law.

#### **Section 25. Attorney Fees.**

If suit, action or arbitration is brought either directly or indirectly to rescind or enforce the terms of this agreement, the prevailing party shall recover and the losing party hereby agrees to pay reasonable attorney's fees incurred in such proceeding, in both the trial and appellate courts, as well as any costs and disbursements. Further, if it becomes necessary for Owner to incur the services of an attorney to enforce any provision of this agreement without initiating litigation, Contractor agrees to pay Owner's attorney's fees so incurred. Such costs and fees shall bear interest at the maximum legal rate from the date incurred, until the date paid by losing party.

# SPECIFICATIONS

[SPECIFICATIONS to be added, once completed]

SAMPLE

EXHIBIT D: PAYMENT AND PERFORMANCE BOND FORMS

PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SURETY (Name and Address of Principal Place of Business):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CONTRACT

Effective Date of Agreement:

\_\_\_\_\_

Amount:

\_\_\_\_\_

Description (Name and Location):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BOND

Bond Number:

\_\_\_\_\_

Date (Not earlier than Effective Date of Agreement):

\_\_\_\_\_

Amount:

\_\_\_\_\_

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

\_\_\_\_\_(Seal)  
Contractor's Name and Corporate Seal

\_\_\_\_\_(Seal)  
Surety's Name and Corporate Seal

By: \_\_\_\_\_  
Signature  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Signature (Attach Power of Attorney)  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Signature

ATTEST: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to Owner, this obligation shall be null and void if Contractor:
  - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
  - 2.2 Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.
4. Surety shall have no obligation to Claimants under this Bond until:
  - 4.1 Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the addresses described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
  - 4.2 Claimants who do not have a direct contract with Contractor:
    1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
    2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
    3. Not having been paid within the above 30 days, have sent a written notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.
5. If a notice by a Claimant required by paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.
6. Reserved.
7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.
8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.



9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders, and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. Definitions

15.1 Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

15.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract, or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY:  
Name, Address and Telephone:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Surety Agency or Broker;  
Owner's Representative (Engineer or other):

### PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that

\_\_\_\_\_ (Name of Contractor)

\_\_\_\_\_ (Address of Contractor)

\_\_\_\_\_ hereinafter called "PRINCIPAL", and  
(Corporation, Partnership, or Individual)

\_\_\_\_\_ (Name of Surety)

\_\_\_\_\_ (Address of Surety)

\_\_\_\_\_ (Oregon representative for service of process for Surety)

hereinafter called "SURETY", are held and firmly bound unto

Homes for Good Housing Agency  
\*, OR \*

hereinafter called "OWNER", in the total amount of \_\_\_\_\_  
(insert here a sum  
\_\_\_\_\_ Dollars (\$) \_\_\_\_\_) for the  
equal to the contract price)

payment whereof PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the PRINCIPAL has by written agreement entered into a certain contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a copy of which is hereto attached and made a part hereof and is hereinafter referred to as the Contract. Said Contract is for:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOW, THEREFORE:

1. The condition of this obligation is such that, if PRINCIPAL shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

2. The SURETY hereby waives notice of any alteration or extension of time made by the OWNER.

3. It is expressly agreed that the Bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment of the Contract not increasing the Contract price more than twenty percent (20%), so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this Bond, and whether referring to this Bond, the Contract, or the Loan Documents shall include any alteration, addition, extension or modification of any character whatsoever.

4. Whenever PRINCIPAL shall be, and declared by OWNER to be in default under the Contract, the OWNER having performed OWNER's obligations thereunder, the SURETY may promptly remedy the default, or shall promptly:

a) Arrange for the PRINCIPAL, with consent of the OWNER, to perform and complete the contract;

b) Complete the Contract in accordance with its terms and conditions,  
or

c) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by OWNER and the SURETY jointly of the lowest responsible bidder, arrange for a contract between such bidder and OWNER, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the SURETY may be liable hereunder, the amount set forth above. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by OWNER to PRINCIPAL under the Contract and any amendments thereto, less the amount properly paid by OWNER to PRINCIPAL.

5. Any suit under this Bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

6. If any provision of this Bond conflicts with state law, such portion will be deemed deleted therefrom and provisions conforming to such state law shall be deemed incorporated herein. The intent is that the bond shall be construed as a statutory bond and not as a common law bond.

7. No right of action shall accrue on this Bond to or for the use of any person or corporation other than the OWNER named herein or the heirs, executors, administrators or successors of the OWNER.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTEST:

\_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_  
(PRINCIPAL) Secretary

(SEAL)

By: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Witness to PRINCIPAL)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(SURETY)

ATTEST:

\_\_\_\_\_  
(Witness to SURETY)

By \_\_\_\_\_  
(Attorney-in-Fact)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

NOTE: Date of Bond must not be prior to date of Contract.

If CONTRACTOR is partnership, all partners must execute Bond.

IMPORTANT: SURETY companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in Oregon. SURETY companies must also have an Oregon representative for service of process.