

REQUEST FOR PROPOSAL

FOR

**FLOORING MATERIALS, INSTALLATION, AND REPAIRS WORK
(IMPROVEMENT CONTRACT #: 22-R-0038)**



OPENING DATE: August 30th, 2022

**PROPOSAL SUBMITTAL AND OPENING LOCATION:
Homes for Good Housing Agency
100 West 13th Avenue
Eugene, OR 97401**

SCHEDULE

REQUEST FOR PROPOSAL ADVERTISED.....	July 24 th , 2022
LAST DATE FOR SOLICITATION PROTEST.....	August 20 th , 2022 at 4:00 p.m.
PROPOSALS RECEIVED	August 30 th , 2022, at 4:00 p.m.
RFP OPENING.....	August 30 th , 2022, at 4:15 p.m.
NOTICE OF INTENT TO AWARD.....	September 16 th , 2022
LAST DATE TO PROTEST AWARD	September 26 th , 2022
PROPOSAL AWARD	September 30 th , 2022



100 West 13th Avenue, Eugene, OR 97401 • PH 541-682-3755 • FAX 541-682-3411



Homes. People. Partnerships. Good. www.homesforgood.org

ADVERTISEMENT REQUEST FOR PROPOSALS – Solicitation Number 22-R-0038

Pursuant to ORS 279B.060 and Agency Rule 137-047-0260, governing competitive sealed proposals, Homes for Good Housing Agency (Agency) is conducting a formal selection procedure to procure proposals from flooring supply companies to provide materials, installation, and repair work services. Agency plans to award to one or more proposers selected from those Proposers submitting proposals that represents the best overall value to Agency, considering price and other identified evaluation factors. The anticipated contract(s) will include all material and equipment, installation, and repair work.

A voluntary Pre-Proposal Meeting will be held on Tuesday, August 16th, 2022 at 4:00 p.m. at the Homes for Good office located at: 100 West 13th Avenue, Eugene, OR 97401.

The full Request for Proposals, including the contract terms, conditions, and specifications, may be obtained from Tuesday, July 5th, 2022 to Monday, August 29th, 2022 from:

Jasmine Leary, Solicitation Coordinator
Homes for Good Housing Agency
100 West 13th Avenue
Eugene, OR 97401
Email: jleary@homesforgood.org

All questions concerning the proposal or scope of work should be directed in writing to Jasmine Leary at: jleary@homesforgood.org

Proposals will be received by Agency until closing, 4:00 pm, Tuesday, August 30th, 2022. Responses received after this time will be rejected as non-responsive. Opening shall occur at : 4:15 pm on Tuesday, August 30th, 2022. Proposers shall submit proposals in a sealed opaque envelope, plainly marked "**Proposal #22-R-0038, Flooring Materials, Installation, and Repairs Work**" to Jasmine Leary, Solicitation Coordinator, at the above address. Prequalification is not required. Faxed proposals will be rejected as non-responsive.

Dated this _____ day of _____, 2022.



TABLE OF CONTENTS

SECTION 1 Introduction

SECTION 2 Instructions to Proposers

SECTION 3 Scope of Work

SECTION 4 Proposal Contents and Information

SECTION 5 Evaluation Procedures



SECTION 1

INTRODUCTION

Homes for Good is seeking proposals from qualified flooring supply companies for materials, installation, and repair work by skilled, Bonded, CCB licensed installers. The chosen Flooring Supply Companies will stock required flooring materials and supplies. Awardee(s) shall perform high quality installation and repair work for Agency properties on a required, as-needed basis relative to Carpet, VCT, Sheet Vinyl, and Luxury Vinyl Plank installation. This includes floor covering repairs, cove base installation, and spot priming-stained underlayment. Installation supplies and materials will be provided by the chosen Contractors.

Each site has a Property Manager and an assistant who will normally provide the standard Notice to Proceed to request what type of work needs to be accomplished.

HUD grades Homes for Good on the length of time it takes to “turn” a unit. Funding can be affected by lengthy “turn” times. This is the reason parameters are established for start and finish of the work requested.

Most work performed under this contract is considered re-habilitation work on vacant units. A small percentage of the work occurs in occupied units or other non-resident buildings.

While this Agency attempts to be flexible and work with Contractors on scheduling, there are response and completion time requirements which are described in the Request for Proposals (RFP), Section III, Scope of Work.



SECTION 2

INSTRUCTIONS TO PROPOSERS

2.1. **GENERAL**

Proposers shall study carefully and conform to these "Instructions to Proposers" to ensure that proposals are regular, complete, and acceptable. Work includes all labor, equipment, and materials. Flooring materials shall pass the Indoor Air Quality requirements.

The proposal forms included in Attachments A-E must be completed, for a proposal to be considered responsive.

2.2. **PRE-PROPOSAL MEETING**

A voluntary Pre-Proposal Meeting will be held on Tuesday, August 16th, 2022 at 4:00 p.m. with Homes for Good on Zoom: <https://us02web.zoom.us/j/88260896546>

2.3. **PROPOSALS**

All proposals shall be legibly written in ink or typed and comply in all regards with the requirements of this solicitation.

Proposals carrying orders or qualifications may be rejected as irregular.

All proposals shall be signed in ink in the blank spaces provided herein (Attachment A). If the proposal is made by a firm or partnership, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If the proposal is made by a corporation, it shall be signed in the name of such corporation by an official who is authorized to bind proposer.

2.4 **SUBMISSION OF PROPOSALS:**

Proposals must be submitted in sealed envelopes marked "CONFIDENTIAL" bearing on the outside the name and address of the proposer, the name of the project for which the proposal is submitted and the time and date of the proposal opening. If the proposal is forwarded by mail, the sealed envelope containing the proposal and marked as directed above, must be enclosed in another envelope addressed to Jasmine Leary, Solicitation Coordinator for Homes for Good, 100 West 13th Avenue, Eugene, Oregon 97401.

Faxed or electronically delivered proposals shall be rejected as non-responsive.

2.5. **RECEIPT AND OPENING OF PROPOSALS:**

Proposals shall be submitted prior to the time fixed in the advertisement for proposals. Proposals received after the time so designated will be considered late proposals and will be returned unopened.

No responsibility will be attached to any official of Agency for the premature opening of, or the failure to open, a proposal not properly addressed and identified.

2.6. **WITHDRAWAL OF PROPOSALS**

Any proposals may be withdrawn prior to opening, pursuant to Agency Public Contracting Rule (Agency Rule) 137-047-0440. Proposers' proposals shall be valid for at least ninety (90) days from RFP opening.

2.7. **MODIFICATION**

Any Proposer may modify its proposal by registered communication at any time prior to the scheduled closing time for receipt of proposals, provided such communication is received prior to the closing time. The communication should not



reveal the proposal price but should provide that the final price or terms will not be known until the sealed proposal is opened.

2.8. ACCEPTANCE OR REJECTION OF PROPOSALS

Any evidence of collusion between proposers may constitute a cause for rejection of any proposals so affected. In the award of the contract(s), the Board will award one or more contract to the Proposer whose proposal is deemed best for the public good. The Board reserves the right to accept or reject any or all proposals. Only one proposal will be accepted from any one firm or association.

2.9. ADDENDA AND INTERPRETATIONS

Statements by Agency staff or its representatives are not binding on Agency, unless confirmed by written addendum. Addenda will issue and proposers shall receive addenda per Agency Rule 137-047-0430, and as follows: Agency will not mail notice of addenda but will publish notice of any addenda on Agency's website. Addenda may be downloaded off Agency's website. Proposers should frequently check Agency's website until closing (i.e., at least once weekly until the week of closing, and at least once daily the week of the closing period).

Requests for interpretations shall be submitted in the same manner as solicitation protests per Agency Rule 137-047-0730 but must be received at least **TEN (10) DAYS** prior to the date set for the opening of proposals. Any and all responsive interpretations will be provided via addenda, as set forth above. Failure of any proposer to receive any such addenda shall not relieve such proposer from any obligation under this RFP. All addenda so issued shall become as much a part of the solicitation documents, as if bound herein.

2.10. FAILURE TO SUBMIT OFFER

If no offer is to be submitted, do not return the RFP. Failure of the recipient to offer, or to notify the issuing office that future solicitations are desired, will not result in removal of the name of such recipient from the mailing list for the type of supplies or services covered by the solicitation.

2.11. PREPARATION OF OFFERS

Proposers are expected to examine the specifications, schedules and all instructions. Agency is not liable for costs associated of preparation of proposals in response to this RFP.

2.12. SOLICITATION PROTESTS

Proposers may protest the procurement process or provisions of this RFP pursuant to Agency's Federal Grant Procurement Policy (Federal Policy) 15.0 and Agency Rule 137-047-0730. Protests shall include all information required by ORS 279B.405, including a statement of desired changes to the procurement process for this RFP. Such protests shall be in writing and addressed to:

Jasmine Leary, Solicitation Coordinator
Homes for Good
100 West 13th Avenue
Eugene, Oregon 97401

Such comments shall be submitted to Agency no later than **TEN (10) days** prior to the opening date. No comments will be accepted after that time.

2.13. EMPLOYEES NOT TO BENEFIT

No employee or elected official of Agency shall be permitted to receive any share or part of this contract or any benefit that may arise therefrom.



2.14. AGENCY FURNISHED PROPERTY

No material, equipment or labor will be furnished by Agency unless otherwise provided for in the Request for Proposal.

2.15. PROTEST OF AWARD

The award of one or more contract(s) shall constitute a final decision of Agency to award the contract(s) if no written protest of the award is filed pursuant to Federal Policy 15.0 and Agency Rule 137-047-0740 with Agency within **TEN (10)** calendar days from the notice of intent to award. If a timely protest is filed, the award is a final decision of Agency only upon issuance of a written decision denying the protest and affirming the award. The award and any written decision denying a protest shall be sent to every proposer who provided an address. Agency will not entertain a protest submitted after the time period established in this RFP.

2.16. INTERGOVERNMENTAL COOPERATIVE PURCHASING STATEMENT

Agency grants to any Oregon public governmental agencies authorization to establish contracts or price agreements under the terms, conditions, and prices of any contract between the awardee(s) and Agency resulting from this RFP.

2.17. PERFORMANCE AND PAYMENT BONDS

The successful proposer(s) shall provide, within thirty (30) days after receiving the award, a performance and payment bond, each in an amount equal to 100% of the Contract amount, which shall be dated concurrent to, or subsequent to, the date of the Contract.

2.18. RESERVED RIGHTS

Agency reserves the right:

- A. To reject any proposal not in compliance with all prescribed public solicitation procedures and requirements.
- B. To reject for good cause any or all proposals upon Agency's written finding that it is in the public interest to do so.
- C. To reject any and all proposals not meeting or differing from the specifications set forth herein.
- D. To waive any or all informalities in the proposals submitted.
- E. To consider the competency and responsibility of proposers in making any awards.
- F. In the event that two or more proposals are identical in price, fitness, availability and quality, award shall be made in accordance with Agency Rule 137-046-0300.
- G. In the event any proposer or proposers to whom a contract is awarded shall default in executing said formal contract or in furnishing satisfactory performance and payment bonds within the time and manner herein after specified, to re-award the contract to another proposer or proposers.
- H. To hold the three most responsive proposals and accompanying checks or bonds under consideration until the final award is made, provided that Agency shall award the contract(s) within 30 days after the proposal opening date.
- I. To extend the deadline for submitting proposals, in according with Agency Rule 137-047-0430(3).
- J. To negotiate additions or deletions to work.



- K. To include liquidated damages of \$150 per day for each day the work is not delivered as set forth in the contract, barring circumstances beyond Contractor's control.

2.19 RECYCLABLE PRODUCTS

Proposers shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document, provided said recycled materials meet all applicable standards. Preference for such recycled materials shall be given pursuant to Agency Rule 137-046-0320.

2.20 ASBESTOS ABATEMENT LICENSE

No asbestos abatement license is required of proposers for this work under ORS 468A.710.

2.21 INSURANCE

Proposer shall provide proof of coverage, as set in Attachment E, Improvement Contract, Section 17.

2.22 NEGOTIATION

Agency may negotiate Scope of Work modifications and the contract price, as permitted by Federal Policy 5.4.7.



SECTION 3 SCOPE OF WORK

3.1 SCOPE OF WORK

Homes for Good Housing Agency is seeking qualified Flooring Supply Companies for materials, installation, and repair work by skilled, bonded, CCB licensed installers at the following Agency-managed sites:

These sites are:

1. Parkview Terrace, 255 High St., Eugene, OR 97401
2. Lindeborg Place, 840 Holly St., Junction City, OR 97448
3. Cresview Villa, 350 S. 2nd St., Creswell, OR 97426
4. Riverview Terrace, 925 W. Main St., Cottage Grove, OR 97424
5. Legion Cottages, 28, 34, 42, 48 North I St., Cottage Grove, OR 97424
6. Veneta Villa, 25115 E. Broadway, Veneta, OR 97487 and
 - a. (Duplex) 88157 7th St., Veneta, OR 97487 and
 - b. 24918 W. Broadway, Veneta, OR 97487
7. Pengra Court, 1038-1124, 1270-1290 R. St., Springfield, OR 97477

PLEASE NOTE: NUMBERS 1 THROUGH 7 HAVE APPLICABLE WAGE RATES

8. Fourteen Pines Apt, 2712-2844 Willakenzie Rd., Eugene, OR 97401
 9. Village Oaks Apt, 3602-3622 W. 18th Ave., Eugene, OR 97402
 10. Firwood Apartments, 2111-2139 W. 12th Ave., Eugene, OR 97402
 11. Abbie Lane Courts, 1011 Abbie Lane, Eugene, OR 97401
- This contract is for one (1) year, with two (2) one (1)-year options to renew for a total period of three (3) years. A labor and material rate increase may be discussed within the first three (3) months of each calendar year only if materials and/or labor have increased.
 - Homes for Good, at its sole discretion, reserves the right to award this contract to more than one (1) firm if it determines sufficient demand exists.
 - The Improvement Contract terms set forth as Attachment E to this RFP shall apply to all awarded work.
 - All qualified contractors, all Minority Business Enterprises and Section 3 businesses are encouraged to participate in this solicitation.
 - Please review HUD-5369-B Instructions to Offerors for Non-Construction Contracts, HUD-5370-C General Condition for Non-Construction, and the Section 3 Form.
 - HUD Determined Wage Rates apply per Section 3.2, below.
 - Please review and complete the Independent Contractors Certification Form.
 - Floor installers must possess and maintain current registration with the Oregon Contractors Board for this trade.
 - Flooring company must have a minimum of 3 installers available, with the same insurance coverage and limits set forth in Section 21 of the Improvement Contract set forth as Attachment E to this RFP.

3.2 WAGE RATE DETERMINATION



100 West 13th Avenue, Eugene, OR 97401 • PH 541-682-3755 • FAX 541-682-3411



Homes. People. Partnerships. Good. www.homesforgood.org

There will be applicable Minimum Wage Rates for sites numbered 1 through 7 as listed above that are established by HUD Department of Labor Relations for all work performed under this contract, as set forth in the linked documents below. There will be no minimum wage rates required for numbers 8 through 11 as listed above.

3.3 ADDITIONAL WORK:

During any awarded contract term, Agency may request additional work and the Contractor will be asked to provide a cost for that work. Agency may or may not authorize such additional work to the awarded Contractor(s) and reserves the right to use another Contractor.



SECTION 4

PROPOSAL CONTENTS AND FORMAT

4.1 FORMAT INSTRUCTIONS

Proposers must submit the attached PROPOSER'S RESPONSE FORM (see Attachment A), Independent Contractor Certification Form (see Attachment B) Section 3 Clause and Certification Form (see Attachment C), and Reference Sheet (see Attachment D), and observe submission instructions, as follows:

- 4.1.1. Proposals must be submitted in a sealed envelope bearing on the outside the name and address of the proposer, the name of the project for which the proposal is submitted and the time and date of the scheduled opening.
- 4.1.2. If the proposal is forwarded by mail, the sealed envelope containing the proposal and marked as directed above, must be enclosed in another envelope addressed to Jasmine Leary, Solicitation Coordinator, Homes for Good Housing Agency, 100 West 13th Avenue, Eugene, OR 97401.
- 4.1.3. Proposers shall submit **THREE (3)** copies of their proposal, including one set of Signed Originals, clearly identified as such.
- 4.1.4. Agency reserves the right to solicit additional information or proposal clarification from the Proposers, or any one Proposer, should Agency deem such information necessary.
- 4.1.5. All questions regarding the request for proposal process shall be directed, during regular business hours, in writing to:

Jasmine Leary, Solicitation Coordinator
Email: jleary@homesforgood.org
- 4.1.6. If a proposer is unable or unwilling to meet any Agency requirement, an explicit statement to that effect must be made in the proposal as an exception. An alternative must be submitted.
- 4.1.7. This Request for Proposals and all supplemental information in response to this RFP will be a binding part of the final contract entered into by the selected Proposer(s) and Agency.

4.2 PROPOSAL CONTENT

Proposer will record a fee per service for all work to be performed. Proposals must accurately reflect the cost of performing the work, and be based upon the specifications, and any minimum HUD Determined or other minimum wage rate payment requirements.

4.2.1. Cover Letter.

- RFP number and project title
- Full legal name of proposing business entity
- Structure or type of business entity
- Name(s) of the person(s) authorized to represent the proposer in any negotiations
- Name(s) of the person(s) authorized to sign any contract that may result
- Contact person's name, mailing or street addresses, phone and email address
- Statement that no redactions are requested, if applicable
- Signature of Proposer representative, authorized to bind proposer



100 West 13th Avenue, Eugene, OR 97401 • PH 541-682-3755 • FAX 541-682-3411



Homes. People. Partnerships. Good. www.homesforgood.org

4.2.2. Qualifications.

REFERENCES: Per Attachment D, a minimum of three references must be supplied by a low proposer, along with information regarding the owners and work force available, and longevity and history of business.

Agency may verify and visit the three referenced sites. Agency may choose to not award a contract based upon these reference checks or other pertinent information. In that case, Agency may consider the next highest ranked proposer per RFP Section 5.3.B.



SECTION 5

EVALUATION PROCEDURES

5.1 PROPOSAL EVALUATION PROCESS

Only those proposals providing sufficient information for Agency to evaluate the criteria set forth in Section 5.2 will be deemed responsive.

5.2 CRITERIA FOR EVALUATION

Agency shall apply the following criteria in making a recommendation to the Board for the award of the contract. The criteria are listed from the most to least desirable, and the proposal will be evaluated accordingly.

- A. Favorable references and proven (0-100 pts) track record for water treatment systems _____
- B. Does proposal meet Scope of Work (0-100 pts) and RFP Specifications _____
- C. Quality of Material (0-100 pts) and expected performance _____
- D. Cost (0-50 pts) _____
- E. Warranty provisions (0-50 pts) _____

In its evaluation, Agency may review and consider:

- A job cost breakdown, work force availability, work history.
- Number of anticipated work hours per week/month.
- Previous contract performance with this Agency.
- Site review/inspection of Contractors current work.
- An evaluation of references and other non-Agency work history.
- Applicable experience.

5.3 CONTRACT AWARD

- A. Submittal of a proposal evidences Proposer's intent to execute and be bound by the terms of the attached contract.
- B. Award shall be to one or more responsible firms meeting all requirements of Federal Policy 10.0, whose approach to the Project qualification, price and/or any other evaluation factors are most advantageous to Agency and whose price is within Agency's budget for the properties and work.
- C. Agency will enter into contract negotiations regarding any open terms with the highest ranked proposer(s). During negotiations Agency may require any additional information it deems necessary to clarify the approach and understanding of the requested services. Any changes agreed upon during contract negotiations will become part of the final contract. The negotiations will identify a level of work and associated fees and costs that best represent the goods and services required. If Agency is unable to come to terms with one or more of the highest rated proposer, discussions shall be terminated and negotiations may begin with the next highest rated proposer.
- D. Agency may reject any and all proposals.



5.4 ANNOUNCED AWARDEE

It is anticipated that tentative contract awardee(s) will be announced in writing to each proposer within thirty (30) days from the date of opening. The announcement is for procedural purposes only and does not create any contractual rights in the tentative contract awardee. Agency will not be bound to the tentative contract awardee until a contract has been executed by Agency, following the close of the award protest period.

5.5 FORMS

- Attachment A Proposer's Response Form
- Attachment B Independent Contractor Certification Form
- Attachment C Section 3 Information and Certification Form
- Attachment D References
- Attachment E Improvement Contract Sample

5.6 ELECTRONICALLY LINKED ATTACHMENTS

[Drug Free Workplace Requirement](#)

[HUD 5369: Instructions to Bidders for Contracts](#)

[HUD 5369 – A: Representations, Certification and Other Statement of Bidders](#)

[HUD 5369 – B: Instructions to Offerors – Non-Construction](#)

[HUD 5370 – C Section I: General Conditions for Non-Construction Contracts](#)

[HUD 5370 – C Section II: General Conditions for Non-Construction Contracts \(With Maintenance Work\)](#)

[HUD 51915: Model Form Agreement Between Owner and Design Professional](#)

[HUD 51915 – A: Contract Provisions Required by Federal Law](#)

[HUD Determined Wage Rate](#)

[Section 3 Income Limits](#)

[Site Locations and Contacts](#)

[Flooring Products & Materials](#)

[Work Summary Chart](#)

[Flooring Contract Work Requirements](#)



ATTACHMENT A

PROPOSER’S RESPONSE FORM

Submitted by:

Address:

Date:

Phone number:

Fax:

E-Mail:

The undersigned, through the formal submittal of this proposal response, declares that he/she has examined all related proposal documents and read the instruction and conditions, and hereby proposes to provide materials, installation and repair work services, in accordance with the proposal documents herein, for the price set forth below:

Material Costs.

- In the third column – Enter a Per Unit Fee for each line item.
- Multiply column 3 by column 4 and enter TOTAL COST in column 5.
- Add all amounts entered in Column 5, for a TOTAL ANNUAL MATERIAL COST.
- Attach specification and warranty sheets (except rubber base), at the end of this

Labor Costs.

1	2	3	4	5
MATERIALS	UNIT	UNIT COST	ANNUAL ESTIMATE	TOTAL COST
CARPET (12 ft. rolls)	Sq. Foot		5000	
CARPET PAD	Sq. Foot		4000	
12x12" VCT	Each		500	
VINYL SHEET	Sq. Foot		200	
Luxury Vinyl Plank	Sq. Foot		7000	
2 ½" RUBBER FLOOR BASE	Lineal Foot		300	
4" RUBBER FLOOR BASE	Lineal Foot		700	
TOTAL ANNUAL MATERIAL COST				

- In Column 3 - Enter an Installation Cost Per Unit for each line item.
- In Column 5 - Multiply column 3 by column 4 and enter total in column 5.
- Add all amounts entered in Column 5, for a Total Annual Labor Cost.



1	2	3	4	5
WORK DESCRIPTION	QUANTITY	FEE PER QUANTITY	ANNUAL ESTIMATE	TOTAL COST
Install "glue down" carpet.	Sq. Ft.		4,000	
Install carpet over pad.	Sq. Ft.		4,000	
Tear out and dispose of old carpet and pad.	Sq. Ft.		7,000	
Per stair step, up-charge	Per Step		600	
12x12" VCT tile installation	Per Tile		2,000	
VCT removal and disposal	Per Tile		700	
Rubber Floor Base Installation:	Lineal Ft.		3,000	
Vinyl Plank Installation	Sq. Foot		8,000	
2 hr. repair service, complete trip and repair. (Any flooring).	Per service		20	
Trip to Remove & Dispose of Flooring (<i>when flooring installation is delayed</i>)	Add-on fee per Tear-out.		10	
Trip to Florence	Per Round Trip		5	
Extra hourly labor rate	Per Hour		120	
TOTAL ANNUAL LABOR COST				

Proposer, by his signature below, hereby represents as follows:

- (a) That no Board member, officer, agent or employee of Agency is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of Agency, its Board members, officers, agents, or employees has induced Proposer to enter into this contract and the papers made a part hereof by its terms;
- (b) Proposer is properly licensed and adequately experienced, equipped, organized and financed to perform the required work and furnish and deliver the specified materials and equipment.
- (c) Proposer has carefully checked the figures entered in the Form, has carefully reviewed for accuracy all statements in this Proposal and attachments, and agrees that Agency will not be responsible for any errors or omissions of the Proposer in preparing this Proposal. Proposer agrees that this Proposal may not be revoked or withdrawn for ninety (90) calendars days after the date on which Proposals are received.
- (d) Contract Execution; Performance Bond. Proposer agrees that if this Proposal is accepted it will, within ten (10) calendar days after having received the Notice of Award, execute and return to Agency the Contract in the form included in the Contract Documents and will, at or before that time, deliver the Performance Bond and insurance documentation as required.
- (e) Addenda. The Proposer acknowledges that it has received the following Addenda No(s): _____ and agrees that all addenda issued are a part of the Contract Documents and have been



considered in preparing this Proposal. (Proposer: insert the number of each addendum received; if no addenda were received, write "**NONE**" in the space.)

- (f) The Proposer and each person signing on behalf of any Proposer certifies, in the case of a joint proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:
1. The prices in the proposal have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other proposer or with any competitor;
 2. Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the proposer prior to the proposal deadline, either directly or indirectly, to any other proposer or competitor;
 3. No attempt has been made nor will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restraining trade.
- (g) Proposer agrees to accept as full payment for the services specified herein, the amount as shown in its proposal.
- (h) Equal Opportunity/Discrimination.
1. Proposer has not and will not discriminate against a subcontractor in the awarding of a subcontract because a subcontractor is a minority, woman, or emerging small business enterprise certified under ORS 200.055, or against a business enterprise that is owned or controlled by or that employs a disabled veteran as defined in ORS 408.225.
 2. Proposer [] has, [] has not, participated in a previous contract or subcontract subject to the equal opportunity clause prescribed by Executive Orders 10925, 11114, or 11246 or the Secretary of Labor; that Proposer [] has, [] has not, filed all required compliance reports; and those representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards. (The above representation need not be submitted in connection with contracts or subcontracts which are exempt from the clause)
 3. Certification of Non-Segregated Facilities. By signing this proposal, proposer certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform services at any location, under proposer's control, where segregated facilities are maintained. Proposer agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract for this work. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. Proposer further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that proposer will retain such certifications in its files; and that proposer will forward a notice to its proposed subcontractors of this requirement.

(g) Drug Free Environment Certification. By signing this proposal, the proposer certifies that it will, or will continue to, provide a drug-free workplace while performing work at the contracted location, and will adhere and perform to the directions stipulated in the Special Conditions, item 18, Drug Free Workplace Requirement.

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. Section 1001.

The names of the principal officers of the corporation submitting this proposal, or of the partnership, or of all persons interested in this proposal as principals are as follows:

Name Title
Name Title



100 West 13th Avenue, Eugene, OR 97401 • PH 541-682-3755 • FAX 541-682-3411



Homes. People. Partnerships. Good. www.homesforgood.org

Name Title

Proposer is a resident proposer, as defined in ORS 279A.120. If not a resident, proposer, proposer's resident state is _____.

Proposer hereby agrees to comply with all applicable Oregon public contracting code provisions, as more specifically described in the attached contract and associated Exhibit A.

NAME OF PROPOSER (Company): _____

COMPANY OFFICIAL ADDRESS: _____

CITY: _____ ZIP: _____

COMPANY FEDERAL ID #: _____ PHONE #: _____

Print Name: _____ TITLE: _____

SIGNATURE _____ DATE _____

(SIGN ORIGINAL ONLY)

[] For your proposal to be accepted, please check the box at the left verifying that you have read this document, the attachments, and fully understand the work requested and that you have also reviewed and agree to be bound by the terms of Attachment E, **Improvement Contract**.



ATTACHMENT B

INDEPENDENT CONTRACTOR CERTIFICATION FORM

NOTE: Oregon law, ORS 701.075, requires your business to qualify as an independent contractor (demonstrate that you are in business for yourself and not an employee) in-order to be registered with the Construction Contractors Board (formerly called the Builders Board).

You can qualify as an independent contractor by certifying that you meet all the following standards as required by ORS chapters 310, 316, 656, 657, 670 and 701;

- (1) You provide labor and services free from direction and control, subject only to the accomplishment of specified results.
- (2) You are responsible for obtaining all assumed business registrations or professional occupation licenses required by state or local law.
- (3) You furnish the tools or equipment necessary to do the work.
- (4) You have the authority to hire and fire employees to perform the work.
- (5) You are paid on completion of the project or based on a periodic retainer.
- (6) You are registered with the Construction Contractors Board (as required).
- (7) You filed Federal and state income tax returns for the business for the previous year if you performed labor or services as an independent contractor in the previous year.
- (8) You represent to the public that you are an independently established business, by indicating **that you meet four (4) or more of the following:**
 - _____ A) You work primarily at a location separate from your residence.
 - _____ B) You have purchased commercial advertising, business cards, or have a trade association membership.
 - _____ C) You use a telephone listing and service separate from your personal residence listing and service.
 - _____ D) You perform labor or services only pursuant to written contracts.
 - _____ E) You perform labor or services for two or more different persons within a period of one year.
 - _____ F) You assume financial responsibility for defective workmanship and breach of contract, as evidenced by performance bonds or liability insurance coverage.

I hereby certify that the above information is correct.

Signature: _____ Date: _____
(Owner, partner, or corporate officer)

Entity: _____
(Company or corporation name)

Attention: This page must be signed and submitted with Proposal.

ATTACHMENT C



SECTION 3 INFORMATION

In order for Homes for Good to meet the requirements of Section 3 documentation, each contractor is requested to certify whether or not they are a Section 3 business concern. Information in this section will assist in making that determination. The certification form is either in the proposal document section of the Project Manual, included with the contract documents or attached to this packet. Please complete and submit to Homes for Good as appropriate.

The purpose of 'Section 3' is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing. Work to be performed under a Homes for Good contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3).

SECTION 3 CERTIFICATION FORM: Proposers are requested to complete and submit with their proposal, the Section 3 Certification included in this Attachment C.

- A. The work to be performed under this contract is subjected to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of the workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause and will post copies of the notice in conspicuous places at the work site where both employee and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provision of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Examples of efforts to offer training and employment opportunities to Section 3 residents includes, but is not limited to, practices like those listed here. Please check those that apply to your company.

- Establishing training programs, which are consistent with the requirements of the Department of Labor, for public housing residents and other Section 3 residents in the building trades.



- Advertising the training and employment positions available by distributing flyers (which identify the positions available and the application process) to every occupied dwelling unit in the housing development where the funds are to be expended.
- Advertising the training and employment positions by posting flyers (which identify the positions available and the application process) in the common areas or other prominent areas of the housing development or developments.
- Posting job descriptions with transitional housing in the service area of the Section 3 covered project.
- Contacting Resident councils with employment opportunity information and request their assistance in notifying residents of training and employment opportunities.
- Sponsoring a job informational meeting to be conducted by Homes for Good or contractor representative at a location in the housing development.
- Arranging assistance in completing job applications and conducting job interviews for residents of the housing development or developments where the project is located.
- Arranging for a location within the development or developments where completed applications may be delivered to and collected by a recipient or contractor representative.
- Contacting agencies administering HUD Youthbuild Programs for their help in recruiting applicants.
- Consulting with State and local agencies administering training programs funded through JTPA or JOBS, probation and parole agencies, unemployment compensation programs, community organizations and other officials or organizations to assist with recruiting Section 3 residents for training and employment opportunities.
- Advertising the jobs to be filled through the local media.
- Employing a job coordinator to match contractor needs with eligible and qualified Section 3 residents.
- Where there are more qualified Section 3 residents than there are positions to be filled, maintaining a file of eligible qualified Section 3 residents for future employment positions.
- Undertaking job counseling education and related programs in association with local educational institutions.
- Undertaking continued job training efforts to ensure that the continued employment of Section 3 residents previously hired for employment opportunities.



SECTION 3 CLAUSE & CERTIFICATION FORM

INSTRUCTIONS. In order for Homes for Good to meet the requirements of Section 3, each contractor is asked to certify whether or not they are a Section 3 business concern. The following information will assist in making that determination. After reviewing the information, please complete the certification at the bottom of the page which states that you are or are not a Section 3 Contractor.

Section 3 of the Housing and Urban Development Act of 1968 states that, to the greatest extent feasible, opportunities for training and employment should be given to very low/low income residents of the HUD- assisted project area. In the case of a Section 3 Certified business, should a job opening occur as a result of this contract, "a good faith effort" must be made to hire and/or train lower-income persons.

A SECTION 3 RESIDENT MEANS:

- A Public Housing resident
- An Individual who resides in the project area (Lane County) in which the Section 3 covered assistance is expended, and who is "low income" or "very low-income". (See Section 3 Income Eligibility Guidelines for definitions.)
- The easiest way to find out if an applicant qualifies as a Section 3 resident is to ask them to certify that they are a public housing resident or are living in the Section 3 area and their family is low/very low income.

A SECTION 3 BUSINESS CONCERN MEANS:

- If it is 51 percent or more owned by Section 3 residents; or
- A company whose permanent, full-time employees (do not count part-time employees) include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; or
- A company that provides evidence of a commitment to subcontract in excess of 25 percent of total dollar awarded of all subcontracts to be awarded to business concerns that meet the above qualifications.

HAVING READ THE SECTION 3 CLAUSE, I HEREBY CERTIFY THAT **I AM** [] OR **AM NOT** [] A SECTION 3 BUSINESS CONCERN AND THAT I WILL TAKE STEPS TO THE "GREATEST EXTENT FEASIBLE" TO OFFER TRAINING AND EMPLOYMENT OPPORTUNITIES THAT MAY ARISE FROM THIS PROJECT TO SECTION 3 RESIDENTS:

NAME OF COMPANY:

NAME OF SIGNER: _____

SIGNATURE: _____

DATE: _____

COMPLETE AND SUBMIT THIS FORM WITH DOCUMENTS



**ATTACHMENT D
REFERENCES**

REFERENCE #1:

NAME OF COMPANY: _____

ADDRESS: _____

CONTACT PERSON: _____ PHONE _____

PERIOD OF PERFORMANCE: From _____ to _____

DESCRIPTION OF WORK: _____

REFERENCE #2:

NAME OF COMPANY: _____

ADDRESS: _____

CONTACT PERSON: _____ PHONE _____

PERIOD OF PERFORMANCE: From _____ to _____

DESCRIPTION OF WORK: _____

REFERENCE #3:

NAME OF COMPANY: _____

ADDRESS: _____

CONTACT PERSON: _____ PHONE _____

PERIOD OF PERFORMANCE: From _____ to _____

DESCRIPTION OF WORK: _____

I attest that the information presented is true and accurate. Permission is granted for the Homes for Good to contact and/or review work with each of the above sites and companies.

Signature: _____

Attention: This page must be signed and submitted with proposal



ATTACHMENT E HOMES FOR GOOD IMPROVEMENT CONTRACT

THIS CONTRACT is made this [redacted] day of [redacted], 20[redacted], by and between Housing Authority and Community Services Agency of Lane County, an Oregon housing authority under ORS Chapter 456, 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 _____, (the 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 on [redacted], 20[redacted], and will be completed by the Contractor not later than [redacted], 20[redacted], unless the period for completion is extended otherwise by the contract documents or by written agreement of the parties.
- 4. Contract Price.** Owner shall pay Contractor a total maximum amount of \$[redacted] for performance of the work under this Contract.
- 5. Liquidated Damages.** Owner and Contractor acknowledge and agree that if completion of the work is not achieved by the contract times for such completion, 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 completion is not achieved by the agreed completion date, as adjusted pursuant to the contract documents, the Contractor shall pay to owner the sum of [redacted] Dollars (\$[redacted]) for each partial or full day of delay beyond the completion deadline as liquidated damages for the loss of use of the project.

The parties further acknowledge and agree that the daily sums and liquidated damages to be paid as set forth above are reasonable and that the payment of such liquidated damages is not intended 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 account of the contract price on the basis of the Contractor's application for payment as recommended by the Owner once per month, 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 19 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 contract price, less such amounts as the Owner shall determine in accordance with Section 19 of the General Conditions. Final payment shall be upon final completion and



acceptance of the work and may be made the same month as a prior progress payment. Payment shall be received for approval at the next regularly scheduled Board meeting.

7. Contract Documents. The term "contract documents" means and includes the following:

- (a) Contract;
- (b) Oregon Prevailing Wage Rates;
- (c) General Conditions;
- (d) Payment Bond;
- (e) Performance Bond;
- (f) Notice of Award;
- (g) Notice to Proceed;
- (h) Drawings attached;
- (i) Change Orders;
- (j) Addenda; Number: _____ Dated: _____
- (k) Proof of Insurance
- (l) Manual & Specification

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

- (a) Contractor has familiarized themselves with the nature and extent of the contract documents, work, locality, and with all local conditions and 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 affecting cost, progress, or performance of work 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 (b), which Contractor deems necessary for the performance of the work, determination of the contract price, and completion of the building 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 they have 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 Contract 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 CONTRACT is effective on the _____ day of _____, 20__.

OWNER:

CONTRACTOR:

By: _____

By: _____

Address for giving notices:

Address for giving notices:

Homes for Good Housing Agency

100 W 13th Ave

Eugene, OR 97401

CCB License # _____

Expires: _____

Tax ID # _____



100 West 13th Avenue, Eugene, OR 97401 • PH 541-682-3755 • FAX 541-682-3411



Homes. People. Partnerships. Good. www.homesforgood.org



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 Contract which modify or interpret the contract documents, drawings and specifications by additions, deletions, clarifications, or corrections.
2. **Bid.** The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the work to be performed.
3. **Bonds.** Bid, performance and payment 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 contract price or the contract time issued after the effective date of the Contract.
5. **Contract Price.** 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 Contract.
8. **Drawings.** The part of the contract documents which show the characteristic and scope of the work to be performed and are referred to in the contract documents.
9. **Owner Representative.** That person appointed by the Board 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 representative which orders minor changes in work not involving an adjustment in the contract price or an extension of the contract time.
11. **Substantial Completion.** The date certified by the Owner 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 Contract, or relative to any part of this Contract, 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 Contract, or when delivered in person to the party or their authorized representative on the worksite.

Section 2. Preliminary Matters.

1. **Delivery of Bonds.** When the Contractor delivers the executed Contracts 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. **Commencement of Contract Time.** The contract time will commence to run on the day indicated in the Notice to Proceed.
4. **Insurance.** Before undertaking any work on the project, Contractor shall provide Owner with certificates of insurance including a comprehensive general liability and other insurance as will provide protection for the claims set out below 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) Claims under workers or worker's compensation disability benefits or other similar employee benefits;
 - (b) Claims for damages because of bodily injury, occupational sickness or disease or death of Contractor's employees;
 - (c) Claims for damages because of bodily injury, sickness or disease of any person other than Contractor's employees;
 - (d) Claims for damages insured by personal injury liability coverage which is sustained by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor or by any other person for any other reason;
 - (e) Claims for damages other than to the work itself because of injury or destruction of tangible property, including loss of use resulting therefrom;
 - (f) Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle.



The limits of such liability shall be as follows:

(1) Comprehensive general liability	\$2,000,000
(2) Automobile	\$1,000,000
(i) Bodily Injury	\$1,000,000
(ii) Property Damage	\$1,000,000
(3) Other: _____	\$ _____

5. Owner Insurance. 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 and the subcontractors and their agents and employees for damages caused by fire or other perils to the extent covered by insurance provided in the above paragraph. 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.

Section 3. Contract Documents.

1. The contract documents comprise the entire agreement between Owner and Contractor concerning work. They may be altered only by written modification.
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 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. 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 bid, 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 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 re used 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.
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. 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 representative if sufficient information is submitted by Contractor to allow the Owner representative to determine that the material proposed is equivalent to that named.
5. Contractor shall be fully responsible for all acts and omissions of their subcontractors and of persons and organizations directly or indirectly employed by them and of 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. 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.

Section 5. Fees, Taxes and Permits.

1. Contractor shall pay all applicable royalties and license fees required to perform the work. Contractor shall defend all suits or claims for infringement of any patent rights and save Owner harmless from loss on account thereof.
2. Contractor shall obtain all permits and licenses for construction from agencies with jurisdiction over the project at Owner's expense. Owner may 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; 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 in accordance with the laws of the place of the project.

Section 6. 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 document, 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 7. Protection of Work, Property and Persons.

Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. Contractor will take all necessary precautions for the safety of, or provide the necessary protection to prevent injury, damage, or loss, to all employees on the worksite and other persons who may be affected. Contractor shall also be responsible for all safety precautions regarding all work and all materials or equipment to be incorporated into the work, whether in storage on or off the site, and the property at the site or adjacent to it, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designed for removal, relocation, or replacement in the course of construction. Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them or any for whose acts any of them may be liable except for acts directly attributable to Owner or Owner's representative or any employed by either of them whose acts are not attributable directly or indirectly in whole or in part to the fault or negligence of Contractor.

Section 8. Supervision by Contractor.

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.

Section 9. Changes in Work.

Owner at any time the need arises, may order changes in the scope of the work without invalidating the Contract. If such changes increase or decrease the amount due under the contract documents, or in 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 entitled them to a change in contract price or contract time, or both, in which event they shall give Owner's representative written notice within two (2) days after receipt of the field order. Contractor shall document in Contractor's notice the basis for the change in contract price or contract time within five (5) days. Contractor shall not execute such changes pending the receipt of an executed change order or further instruction from Owner.

Section 10. Changes in Contract Price.

The contract price may be changed only by a change order. The value of any work covered by a change order or of any claim for increase or decrease in the contract price 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 11. 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 12. Correction of Work.

1. Contractor shall promptly remove from the premises 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, Owner may remove such work and store the materials at the expense of Contractor.



Section 13. 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 they have given the required written notice.

Section 14. 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' notice from delivery of the written notice, terminate the services of the Contractor and take possession of the project and all materials, equipment, tools, construction equipment, machinery thereon 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 contract price 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 14.1, 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 14.1 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.

Section 15. 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 16. 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 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 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 Contracting Agency 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 the Contracting Agency that an employee drug-testing program is in place within 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 Contracting Agency 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 Contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the Contractor or their surety from their or its obligation with respect to any unpaid claim. If the Contracting Agency is unable to determine the validity of any claim for labor or material furnished, the Contracting Agency 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 the Contracting Agency 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 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 30%. 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 Contractor's 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 10 hours in any one day, or 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 10 hours a day or 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. State and Federal Davis Bacon Prevailing Wages apply to this contract. Contractor shall comply with applicable laws related to Davis Bacon Prevailing Wages. The provisions of ORS 279C.800 to ORS 279C.870 relating to the prevailing wage rates will be complied with. The hourly rate of wage to be paid by Contractor or any Subcontractor to workers in each trade or occupation required for the public works employed in the performance of this Contract shall not be less than the specified minimum rate of wage in accordance with ORS 279C.838 and ORS 279C.840.

(a) The latest prevailing wage rates for public works contracts in Oregon are contained in the following publications: The July 2018 Prevailing Wage Rates for Public Works Projects in Oregon, including any corrections. Such publications can be reviewed electronically at:

<http://www.oregon.gov/boli/WHD/PWR/Pages/PWR-Rate-Publications---2018.aspx>

and are hereby incorporated as part of the contract documents

- (b) 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.
 - (c) 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.
 - (d) 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 30 days' written notice to the contractor or subcontractor, to the 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 or provision requiring a subcontractor to have a public works bond filed 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 public contracting agency 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 contractors 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 Contracting Agency in writing.
- (a) If a contractor is required to file certified statements under ORS 279C.845, the Contracting Agency shall retain 25% of any amount earned by the contractor on the public works project until the contractor has filed with the Contracting Agency statement as required by ORS 279C.845. The Contracting Agency 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 Contracting Agency 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 25% of any amount earned by a first-tier subcontractor on this public works contract until the subcontractor has filed with the Contracting Agency 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 14 days after the subcontractor files the certified statements as required by ORS 279C.845. Neither the Contracting Agency 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 Contracting Agency 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 discriminated against minorities, women or emerging small business enterprises or a business enterprise that is owned or controlled by or that employs a disabled veteran as defined in ORS 408.225 in obtaining any required subcontractors. ORS 279A.110.
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 Contracting Agency Public Contracting Rule 137-049-0880, the Contracting Agency 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. Contractor shall ensure Owner's compliance with all applicable provisions of ORS 279C.527 and OAR Chapter 330 Division 135 regarding green energy technology requirements for new or major renovations of public buildings costing over \$1,000,000.
25. In compliance with the provisions of ORS 279C.525, the following is a list of federal, state and local agencies, of which the Contracting Agency 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:

- Homeland Security, Department of
 - Coast Guard
- 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

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



Section 17. Warranty and Guarantee.

1. Contractor warrants and guarantees to Owner that all work will be 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 Clackamas County, its 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 representative nor inspection tests or approvals by others shall relieve the Contractor from their 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 see that such work is performed as required by this section, a claim may be made upon Contractor's bond 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 18. Bond Form.

All bonds shall be in the form provided within the Invitation to Bid packet.

Section 19. 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 their approval of payment and present the partial payment estimate to Owner, or return the partial payment estimate to Contractor indicating in writing their 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 10 days of the next Board meeting after presentation to it 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. Owner may, after fifty percent (50%) of the work has been completed, reduce or eliminate retainage on the current and remaining estimates. On completion and acceptance of a part of the work on which the price is stated separately in the contract documents, payment may be made in full, including retained percentages, less authorized deductions.
2. The 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 premises 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 them 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's, shall be paid to the Contractor within thirty (30) days of completion and acceptance of the work.



6. Contractor will indemnify and save Owner or Owner's agents harmless from all claims growing 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 Owner 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 sentence 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.

Contractor shall defend, hold harmless and indemnify Owner, its officers, agents, engineers, attorneys and employees from any and all losses, liability, damages, costs, expenses (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs), claims, suits or actions whatsoever in nature, including intentional acts, resulting from or arising out of the activities of the Contractor or its subcontractors, agents, or employees under this Contract.

7. If Owner fails to make payment thirty (30) days after approval by Owner 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 20. 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 to do so within 24 hours after directed, the work may be done by Owner and the cost thereof to be deducted from any payment due Owner.
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 premises.



Section 21. 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 completion of project and in connection with temporary services and facilities at no expense to the owner.

Section 22. Claims.

1. Continuing Contract Performance. Pending final resolution of a Claim except as otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.
2. Claims for Additional Costs. If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property. In an emergency affecting the safety of persons or property, the Contractor shall act to prevent threatened damage, injury, or loss and shall immediately notify the Owner.
3. Claims for Additional Time. If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of the cost and of probable effect of delay on progress of the Work. In the case of continuing delay, only one Claim is necessary.
4. Injury or Damage to Person or Property. If any person suffers physical injury or property damage arising from the Work regardless of the cause, notice of such injury or damage, whether or not insured, shall be given immediately to the Owner's authorized representative and the Contractor's authorized representative. The notice shall provide sufficient detail to enable the Owner and any other party affected to investigate the matter.

Section 23. Arbitration.

1. All claims, disputes, and other matters in question between Owner and Contractor arising out of, or relating to the contract documents, or the breach 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 dispute will be decided by arbitration conducted in Clackamas 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 is made to Owner and its Board, at its next regularly scheduled meeting, has rendered a written decision with respect thereto denying the claim or demand. No demand for arbitration of any such claim, dispute, or other matter shall be made later than thirty (30) days after the date on which the Board has rendered a written decision in respect herein. The failure to demand arbitration within said 30 days shall result in the board's decision being binding upon Owner and Contractor.



3. Notice of demand for arbitration shall be filed in writing with the other party to the Contract. 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, reject arbitration and require the other party 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(s) 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 24. Attorney Fees.

If suit, action or arbitration is brought either directly or indirectly to rescind or enforce the terms of this Contract, 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 the costs and disbursements. Further, if it becomes necessary for Owner to incur the services of an attorney to enforce any provision of this Contract 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.



EXHIBIT C

2 CFR 200.326

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended – Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors must file the required certification, verifying that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.