

PROJECT MANUAL & BID DOCUMENTS

#22-C-0032

PARKVIEW TERRACE BALCONY DECK COATING



100 W. 13th Avenue
Eugene, Oregon 97401

CONTRACT ADMINISTRATOR
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PROJECT #22-C-0032
PARKVIEW TERRACE BALCONY DECK COATING

PRE-BID MEETING:

TUESDAY, OCTOBER 25, 10 AM
Parkview Terrace Apartments
Community Room
255 High Street
Eugene, Oregon 97401

BIDS DUE:

TUESDAY, NOVEMBER 15, 2022, 2 PM
(In bid drop box located in basement beside stairs)

Homes for Good Housing Agency
100 W. 13th Avenue
Eugene, Oregon 97401

#22-C-0032

PARKVIEW TERRACE BALCONY DECK COATING

INDEX

REQUEST FOR BIDS 00020
INSTRUCTIONS TO BIDDERS.....HUD 5369
BID SUBMISSION FORMS..... 00300
BOND FORMS.....00600 & 00610
GENERAL CONTRACT CONDITIONS FOR
CONSTRUCTION/DEVELOPMENT CONTRACTS.....(HUD 5370)
SPECIAL CONDITIONS OF CONTRACT..... 00800
MINIMUM WAGE DETERMINATION..... 00826
SAMPLE FORMS.....00920

SPECIFICATIONS

DRAWINGS

REQUEST FOR BIDS

#22-C-0032

PARKVIEW TERRACE BALCONY DECK COATING

REQUEST FOR BIDS

The Agency (Homes for Good Housing Agency) will be accepting Bids from licensed and bonded contractors for the coating of concrete decks at Agency owned, Parkview Terrace Apartments in Eugene, Oregon. The contractor shall provide all labor, materials, equipment, permits, inspections, and all necessary fees and costs in the performance of the project work. All work shall be accomplished in accordance with the incorporated Request for Bids, Drawings, Specifications, federal, state, and local codes and regulations, and to the highest industry standards.

Contractors, Sub-Contractors, Section 3 Certified Contractors, and all Minority Business Enterprises are encouraged to participate in this solicitation. Copies of the specifications and drawings describing the work can be reviewed at Plan Holders or the Agency Office at 100 W. 13th Avenue, Eugene, Oregon (by appointment).

The project Manual and related Drawings will be available for viewing online at <https://www.homesforgood.org/opportunities/contracts-and-vendors/bid-opportunities>

Work under these contracts is subject to Davis Bacon- Residential, General decision Number: OR OR20220021, mod 5, published on 06/24/2022OR21, minimum wage rates.

1. PRE-BID MEETING:

The **pre-bid meeting will be held on Tuesday, October 25, 2022, at 10 AM in the Community Room.** The meeting address is 255 High Street in Eugene, Oregon. A site visit will immediately follow.

All interested contractors are encouraged to attend.

2. BIDS DUE:

All Bids for the work must be received at the Agency offices, 100 W. 13th Avenue, Eugene, Oregon 97401, **no later than 2 PM, Tuesday, November 15, 2022.** Bids are to be submitted on the forms provided in this Project Manual; in all cases, the submission must be an original, be complete and signed. **A secured bid drop box will be located at the base of the basement stairs.**

3. SECURITY

Bid security in the amount of 5% of the bid is due at the time of bid submission.

4. CONTRACT ADMINISTRATION

The Contract Administrator for this solicitation is Teresa Hashagen. She may be contacted by writing to the Homes for Good Housing Agency, 100 W. 13th Ave, Eugene, OR 97401, or by telephoning (541) 852-6044. Email: thashagen@homesforgood.org

5. PROJECT DESCRIPTION

The Project Site is located in a Eugene neighborhood.

Site addresses: 255 High Street, Eugene, OR 97401

The scope of work for this project includes, but is not limited to:

- Power washing concrete decks
- Traffic coating for concrete decks

The project work is described in the Technical Specifications and Drawings.

Schedule:

The Agency expects to issue the Notice to Proceed based on Contractor Availability. Final completion is anticipated to be no later than **Friday, September 29, 2023.**

6. PLAN CHECK AND PERMITS

The Agency will secure the basic building permit for the project; the Contractor is responsible for coordinating all inspections, and all other necessary fees, costs and additional permits required by governing authorities in the performance of the contract and shall be reimbursed by the Agency. The Contractor is responsible for coordinating all inspections.

7. OREGON CONSTRUCTION CONTRACTOR'S REGISTRATION AND ENDORSEMENT

All contractors shall be currently licensed with the Oregon Construction Contractor's Board (CCB). The license shall be properly endorsed for the work to be performed.

Bidders for this project will have either a Residential or Commercial GENERAL CONTRACTOR endorsement, whichever is required according to the structure classification defined in ORS830.070. Surety Bonds valued according to the endorsement are to be current and on file with the CCB.

Sub-contractors working for the General Contractor of this project, will be licensed through the CCB with the appropriate endorsement for the work to be performed. This information will be noted and certified on the Contractor/Subcontractor Agreement form.

8. APPLICABLE WAGE RATES

Prevailing wage rates are required on this project. This is federally funded work and therefore subject to Davis Bacon- Residential OR20220021, mod 5, published on 06/24/2022, payment and reporting

requirements. The prevailing wage rates (including basic hourly rate and fringe benefits) determined to be prevailing wage with

respect to an employee in any trade or position employed under this contract, are applicable to all employees engaged under the contract

When contract exceeds \$50,000.00, State of Oregon Overtime payment rules apply.

Apprentice wage rates are to be based on an apprenticeship program registered with the Department of Labor or a BOLI-recognized State Apprenticeship Program; and any applicable trainee wage rate based thereon as specified in a BOLI-certified trainee programs.

9. CONSTRUCTION DOCUMENT AVAILABILITY:

At least one complete set of Bid and Construction Documents has been filed with the plan bureau listed below:

Homes for Good Housing Agency
100 W. 13th Avenue
Eugene, Oregon 97401

Contact Teresa Hashagen, Contract Administrator, at thashagen@homesforgood.org to receive an emailed project manual and drawings.

10. SECTION 3 CLAUSE

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

See Section 3 Certification form in Bid Forms, Section 00300. Information regarding Section 3 compliance is included in Section 00900 of this manual.

11. INSURANCE REQUIREMENTS

At signing of contract, the awarded Contractor is required to provide the Agency with Certificates of Insurance showing the following Insurance is in force and will insure all operations under this contract:

A. GENERAL CONTRACTOR:

(1) WORKERS' COMPENSATION, in accordance with State Law. The general contractor, its subcontractor, and all employers working under the contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, or otherwise be exempt under ORS 656.126.

(2) AUTOMOBILE LIABILITY for owned and non-owned motor vehicles used on the site or in connections therewith for a combined single limit for bodily injury and property damage of not less than \$1,000,000 per occurrence.

(3) COMMERCIAL GENERAL LIABILITY and Professional Liability: the minimum limit of liability shall be \$2,000,000 per occurrence written, with a combined single limit for bodily injury and property damage.

The General Contractor's General Liability policy shall name the Agency "Additional Insured" for this project, with an attached Endorsement Page, showing the additional insured as:

**Homes for Good Housing Agency
100 W. 13th Avenue
Eugene, Oregon 97401**

B. SUBCONTRACTOR are all subcontractor insurance certificates must be on file with the Agency prior to initiation of work (submitted to General Contractor who provides Agency a copy):

(1) WORKERS' COMPENSATION, in accordance with State Law.

All employers working under the contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017 or must otherwise be exempt under ORS 656.126.

(2) Automobile liability for owned and non-owned motor vehicles used on the site or in connections therewith for a combined single limit for bodily injury and property damage of not less than \$500,000 per occurrence.

(3) Commercial General Liability and Professional Liability: the minimum limit of liability shall be \$500,000 per occurrence written, with a combined single limit for bodily injury and property damage.

12. FIRST TIER SUBCONTRACTOR DISCLOSURE (ORS 279.027(1.(3)))

Subcontractor disclosure is required on all public improvement contracts greater than \$100,000.

Due within 2 hours of bid closing.

13. SUBSTITUTING FIRST-TIER SUBCONTRACTORS:

Not Applicable.

14. ENVIRONMENTAL CARE

Awarded Contractor shall comply with all applicable federal, state, and local laws and regulations, including but not limited to those dealing with the prevention of environmental pollution and the preservation of natural resources that affect the performance of the contract. A list of entities who have enacted such laws or regulations is found in the Oregon Attorney General's Model Public Contract Rules

Manual, OAR 137-030-0010, Commentary 4. If new or amended statutes, ordinances, or regulations are adopted, or the contractor encounters a condition not referred to in the bid document not caused by the contractor and not discoverable by reasonable site inspection which requires compliance with federal,

state, or local laws or regulations dealing with the prevention of environmental pollution or the preservation of natural resources, both Homes for Good Housing Agency and the contractor shall have all the rights and obligations specified in ORS 279C.525 to handle the situation.

15. DRUG FREE WORKPLACE REQUIREMENT:

In order to meet the requirements of the Drug Free Workplace Act each contractor must certify and agree to the following provisions before contract award (certification statement included on bid form).

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the PHA's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- b. Establishing a drug-free awareness program to inform employees about the following:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The Companies policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- c. Making it a requirement that each employee of the Company be given a copy of the statement required by paragraph a.;
- d. Notifying the employee in the statement required by paragraph a. that, as condition of employment with the Company, the employee will–
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- e. Notifying the Housing Authority within ten days after receiving notice under subparagraph d. (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to the Contract Administrator on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notices shall include the identification number(s) of each affected grant;
- f. Taking one of the following actions within 30 days of receiving notice under subparagraph d. (2) with respect to any employee who is so convicted:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. through f.

16. ADDENDA RECEIPT

Prospective Bidders are responsible for verifying with the Contract Administrator whether or not any Addenda have been issued for this project and that the bidder has received all Addenda that have been issued. Contractors are required to phone a minimum of five days prior to the date of the Bid opening to verify the issue of any Addenda.

17. AWARD OF CONTRACT

Homes for Good Housing Agency is prohibited from making any awards to contractors or accepting as subcontractors any individuals or firms which are on lists of contractors ineligible to receive awards from the United States.

A contract will be awarded to the responsible bidder submitting the lowest Bid, provided the bid is reasonable and affordable, complies with the Instructions to Bidders, and is in the interest of Homes for Good Housing Agency to accept it. The bidder to whom the award is made will be notified at the earliest practicable date. Homes for Good Housing Agency reserves the right to reject any and all bids not in compliance with all prescribed public bidding requirements and may reject for good cause or waive any informality in Bids received whenever such rejection or waiver is in the public interest to do so.

By execution of a contract with Homes for Good Housing Agency, the contractor certifies, under penalty of perjury that: (a) To the best of contractor's knowledge, contractor is not in violation of any tax laws described in ORS 305.380(4), and (b) Contractor has not discriminated against minority, women or small business enterprises in obtaining any required subcontracts

18. PAYMENT BOND AND PERFORMANCE BOND

Separate Assurance of completions.

For Contracts equal to or exceeding \$100,000.00 in value, the successful bidder will be required to furnish (prior to execution of the contract) assurance of completion which secures the faithful performance of the contract, and for the payment of all persons, firms or corporations to whom the contractor may become legally indebted for labor, materials, tools, equipment, or services, of any nature, employed or used by the Contractor in performing the work. Such assurances shall bear the same date as, or a date subsequent to, the date of the Contract. The current power of attorney for the person who signs for any surety company shall be attached to the bonds.

PAYMENT BOND: all Contractors submitting a bid for \$100,000.00 or greater must be capable of providing a Payment Bond in the amount of 100 percent of the contract price, from a guarantee or surety company acceptable to the U.S. Government and licensed to doing business in the State of Oregon.

PERFORMANCE BOND: In addition to the Payment Bond, all Contractors submitting a bid for \$100,000.00 or greater must be capable of providing a Performance Bond in the amount of 100 percent of the contract price, from a guarantee or surety company acceptable to the U.S. Government and licensed to doing business in the State of Oregon.

Also see Instructions to Bidders, HUD Form 5369.

19. PUBLIC WORKS BOND: For contracts exceeding \$100,000.00 where work is performed for a public entity, the State of Oregon requires a \$30,000.00 payment bond be on file with the Oregon Contractor's Board prior to execution of a contract.

20. EXECUTION OF CONTRACT

Subsequent to award and within ten (10) days after the prescribed forms are presented for signature, the successful bidder shall execute and deliver to Homes for Good Housing Agency a contract in the form furnished by Homes for Good Housing Agency.

In order to execute the contract, the bidder must submit the following forms along with the signed contract:

1. Certificates of Insurance
2. W-9
3. Bid Breakdown/Schedule of Values

21. RETAINAGE:

As permitted by state law and required by the U.S. Department of Housing and Urban Development:

- a. Retainage is 5 percent
- b. 5% retainage will be withheld on all progress payments of contract
- c. Retainage will be released upon final acceptance by the Agency of all contract work and receipt of all close-out documents.
- d. Interest will not accrue on retainage, and
- e. Bonds or securities may not be substituted as an alternate form of retainage.
- f. Retainage of 25% will be withheld on contract progress payments when labor/wage reporting is in arrears for work covered under the progress payment.

END OF SECTION

**U.S. Department of Housing and
Urban Development**
Office of Public and Indian Housing

**Instructions to Bidders for Contracts
Public and Indian Housing Programs**

Instructions to Bidders for Contracts

Public and Indian Housing Programs

Table of Contents

Clause	Page
1. Bid Preparation and Submission	1
2. Explanations and Interpretations to Prospective Bidders	1
3. Amendments to Invitations for Bids	1
4. Responsibility of Prospective Contractor	1
5. Late Submissions, Modifications, and Withdrawal of Bids	1
6. Bid Opening	2
7. Service of Protest	2
8. Contract Award	2
9. Bid Guarantee	3
10. Assurance of Completion	3
11. Preconstruction Conference	3
12. Indian Preference Requirements	3

1. Bid Preparation and Submission

(a) Bidders are expected to examine the specifications, drawings, all instructions, and, if applicable, the construction site (see also the contract clause entitled **Site Investigation and Conditions Affecting the Work** of the *General Conditions of the Contract for Construction*). Failure to do so will be at the bidders' risk.

(b) All bids must be submitted on the forms provided by the Public Housing Agency/Indian Housing Authority (PHA/IHA). Bidders shall furnish all the information required by the solicitation. Bids must be signed and the bidder's name typed or printed on the bid sheet and each continuation sheet which requires the entry of information by the bidder. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority. (Bidders should retain a copy of their bid for their records.)

(c) Bidders must submit as part of their bid a completed form HUD-5369-A, "Representations, Certifications, and Other Statements of Bidders."

(d) All bid documents shall be sealed in an envelope which shall be clearly marked with the words "Bid Documents," the Invitation for Bids (IFB) number, any project or other identifying number, the bidder's name, and the date and time for receipt of bids.

(e) If this solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "No Bid" in the space provided for any item on which no price is submitted.

(f) Unless expressly authorized elsewhere in this solicitation, alternate bids will not be considered.

(g) Unless expressly authorized elsewhere in this solicitation, bids submitted by telegraph or facsimile (fax) machines will not be considered.

(h) If the proposed contract is for a Mutual Help project (as described in 24 CFR Part 905, Subpart E) that involves Mutual Help contributions of work, material, or equipment, supplemental information regarding the bid advertisement is provided as an attachment to this solicitation.

2. Explanations and Interpretations to Prospective Bidders

(a) Any prospective bidder desiring an explanation or interpretation of the solicitation, specifications, drawings, etc., must request it at least 7 days before the scheduled time for bid opening. Requests may be oral or written. Oral requests must be confirmed in writing. The only oral clarifications that will be provided will be those clearly related to solicitation procedures, i.e., not substantive technical information. No other oral explanation or interpretation will be provided. Any information given a prospective bidder concerning this solicitation will be furnished promptly to all other prospective bidders as a written amendment to the solicitation, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to other prospective bidders.

(b) Any information obtained by, or provided to, a bidder other than by formal amendment to the solicitation shall not constitute a change to the solicitation.

3. Amendments to Invitations for Bids

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date on the bid form, or (3) by letter, telegram, or facsimile, if those methods are authorized in the solicitation. The PHA/IHA must receive acknowledgement by the time and at the place specified for receipt of bids. Bids which fail to acknowledge the bidder's receipt of any amendment will result in the rejection of the bid if the amendment(s) contained information which substantively changed the PHA's/IHA's requirements.

(c) Amendments will be on file in the offices of the PHA/IHA and the Architect at least 7 days before bid opening.

4. Responsibility of Prospective Contractor

(a) The PHA/IHA will award contracts only to responsible prospective contractors who have the ability to perform successfully under the terms and conditions of the proposed contract. In determining the responsibility of a bidder, the PHA/IHA will consider such matters as the bidder's:

- (1) Integrity;
- (2) Compliance with public policy;
- (3) Record of past performance; and
- (4) Financial and technical resources (including construction and technical equipment).

(b) Before a bid is considered for award, the bidder may be requested by the PHA/IHA to submit a statement or other documentation regarding any of the items in paragraph (a) above. Failure by the bidder to provide such additional information shall render the bidder nonresponsible and ineligible for award.

5. Late Submissions, Modifications, and Withdrawal of Bids

(a) Any bid received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it:

(1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the PHA/IHA that the late receipt was due solely to mishandling by the PHA/IHA after receipt at the PHA/IHA; or

(3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and observed holidays.

(b) Any modification or withdrawal of a bid is subject to the same conditions as in paragraph (a) of this provision.

(c) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the bid, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, bidders should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(d) The only acceptable evidence to establish the time of receipt at the PHA/IHA is the time/date stamp of PHA/IHA on the proposal wrapper or other documentary evidence of receipt maintained by the PHA/IHA.

(e) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, bidders should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and Failure by a bidder to acknowledge receipt of the envelope or wrapper.

(f) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful bid that makes its terms more favorable to the PHA/IHA will be considered at any time it is received and may be accepted.

(g) Bids may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before the exact time set for opening of bids; provided that written confirmation of telegraphic or facsimile withdrawals over the signature of the bidder is mailed and postmarked prior to the specified bid opening time. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

6. Bid Opening

All bids received by the date and time of receipt specified in the solicitation will be publicly opened and read. The time and place of opening will be as specified in the solicitation. Bidders and other interested persons may be present.

7. Service of Protest

(a) Definitions. As used in this provision:

"Interested party" means an actual or prospective bidder whose direct economic interest would be affected by the award of the contract.

"Protest" means a written objection by an interested party to this solicitation or to a proposed or actual award of a contract pursuant to this solicitation.

(b) Protests shall be served on the Contracting Officer by obtaining written and dated acknowledgement from —

[Contracting Officer designate the official or location where a protest may be served on the Contracting Officer]

(c) All protests shall be resolved in accordance with the PHA's/IHA's protest policy and procedures, copies of which are maintained at the PHA/IHA.

8. Contract Award

(a) The PHA/IHA will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the PHA/IHA considering only price and any price-related factors specified in the solicitation.

(b) If the apparent low bid received in response to this solicitation exceeds the PHA's/IHA's available funding for the proposed contract work, the PHA/IHA may either accept separately priced items (see 8(e) below) or use the following procedure to determine contract award. The PHA/IHA shall apply in turn to each bid (proceeding in order from the apparent low bid to the high bid) each of the separately priced bid deductible items, if any, in their priority order set forth in this solicitation. If upon the application of the first deductible item to all initial bids, a new low bid is within the PHA's/IHA's available funding, then award shall be made to that bidder. If no bid is within the available funding amount, then the PHA/IHA shall apply the second deductible item. The PHA/IHA shall continue this process until an evaluated low bid, if any, is within the PHA's/IHA's available funding. If upon the application of all deductibles, no bid is within the PHA's/IHA's available funding, or if the solicitation does not request separately priced deductibles, the PHA/IHA shall follow its written policy and procedures in making any award under this solicitation.

(c) In the case of tie low bids, award shall be made in accordance with the PHA's/IHA's written policy and procedures.

(d) The PHA/IHA may reject any and all bids, except other than the lowest bid (e.g., the apparent low bid is unreasonably low), and waive informalities or minor irregularities in bids received, in accordance with the PHA's/IHA's written policy and procedures.

(e) Unless precluded elsewhere in the solicitation, the PHA/IHA may accept any item or combination of items bid.

(f) The PHA/IHA may reject any bid as nonresponsive if it is materially unbalanced as to the prices for the various items of work to be performed. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(g) A written award shall be furnished to the successful bidder within the period for acceptance specified in the bid and shall result in a binding contract without further action by either party.

9. Bid Guarantee (applicable to construction and equipment contracts exceeding \$25,000)

All bids must be accompanied by a negotiable bid guarantee which shall not be less than five percent (5%) of the amount of the bid. The bid guarantee may be a certified check, bank draft, U.S. Government Bonds at par value, or a bid bond secured by a surety company acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. In the case where the work under the contract will be performed on an Indian reservation area, the bid guarantee may also be an irrevocable Letter of Credit (see provision 10, Assurance of Completion, below). Certified checks and bank drafts must be made payable to the order of the PHA/IHA. The bid guarantee shall insure the execution of the contract and the furnishing of a method of assurance of completion by the successful bidder as required by the solicitation. Failure to submit a bid guarantee with the bid shall result in the rejection of the bid. Bid guarantees submitted by unsuccessful bidders will be returned as soon as practicable after bid opening.

10. Assurance of Completion

(a) Unless otherwise provided in State law, the successful bidder shall furnish an assurance of completion prior to the execution of any contract under this solicitation. This assurance may be [Contracting Officer check applicable items] —

[] (1) a performance and payment bond in a penal sum of 100 percent of the contract price; or, as may be required or permitted by State law;

[] (2) separate performance and payment bonds, each for 50 percent or more of the contract price;

[] (3) a 20 percent cash escrow;

[] (4) a 25 percent irrevocable letter of credit; or,

[] (5) an irrevocable letter of credit for 10 percent of the total contract price with a monitoring and disbursements agreement with the IHA (applicable only to contracts awarded by an IHA under the Indian Housing Program).

(b) Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. Individual sureties will not be considered. U.S. Treasury Circular Number 570, published annually in the Federal Register, lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of companies listed in this circular is mandatory. Copies of the circular may be downloaded on the U.S. Department of Treasury website <http://www.fms.treas.gov/c570/index.html>, or ordered for a minimum fee by contacting the Government Printing Office at (202) 512-2168.

(c) Each bond shall clearly state the rate of premium and the total amount of premium charged. The current power of attorney for the person who signs for the surety company must be attached to the bond. The effective date of the power of attorney shall not precede the date of the bond. The effective date of the bond shall be on or after the execution date of the contract.

(d) Failure by the successful bidder to obtain the required assurance of completion within the time specified, or within such extended period as the PHA/IHA may grant based upon reasons determined adequate by the PHA/IHA, shall render the bidder ineligible for award. The PHA/IHA may then either award the contract to the next lowest responsible bidder or solicit new bids. The PHA/IHA may retain the ineligible bidder's bid guarantee.

11. Preconstruction Conference (applicable to construction contracts)

After award of a contract under this solicitation and prior to the start of work, the successful bidder will be required to attend a preconstruction conference with representatives of the PHA/IHA and its architect/engineer, and other interested parties convened by the PHA/IHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract (e.g., Equal Employment Opportunity, Labor Standards). The PHA/IHA will provide the successful bidder with the date, time, and place of the conference.

12. Indian Preference Requirements (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

(a) HUD has determined that the contract awarded under this solicitation is subject to the requirements of section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)). Section 7(b) requires that any contract or subcontract entered into for the benefit of Indians shall require that, to the greatest extent feasible

(1) Preferences and opportunities for training and employment (other than core crew positions; see paragraph (h) below) in connection with the administration of such contracts or subcontracts be given to qualified "Indians." The Act defines "Indians" to mean persons who are members of an Indian tribe and defines "Indian tribe" to mean any Indian tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians; and,

(2) Preference in the award of contracts or subcontracts in connection with the administration of contracts be given to Indian organizations and to Indian-owned economic enterprises, as defined in section 3 of the Indian Financing Act of 1974 (25 U.S.C. 1452). That Act defines "economic enterprise" to mean any Indian-owned commercial, industrial, or business activity established or organized for the purpose of profit, except that the Indian ownership must constitute not less than 51 percent of the enterprise; "Indian organization" to mean the governing body of any Indian tribe or entity established or recognized by such governing body; "Indian" to mean any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act; and Indian "tribe" to mean any Indian tribe, band, group, pueblo, or community including Native villages and Native groups (including

corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

(b) (1) The successful Contractor under this solicitation shall comply with the requirements of this provision in awarding all subcontracts under the contract and in providing training and employment opportunities.

(2) A finding by the IHA that the contractor, either (i) awarded a subcontract without using the procedure required by the IHA, (ii) falsely represented that subcontracts would be awarded to Indian enterprises or organizations; or, (iii) failed to comply with the contractor's employment and training preference bid statement shall be grounds for termination of the contract or for the assessment of penalties or other remedies.

(c) If specified elsewhere in this solicitation, the IHA may restrict the solicitation to qualified Indian-owned enterprises and Indian organizations. If two or more (or a greater number as specified elsewhere in the solicitation) qualified Indian-owned enterprises or organizations submit responsive bids, award shall be made to the qualified enterprise or organization with the lowest responsive bid. If fewer than the minimum required number of qualified Indian-owned enterprises or organizations submit responsive bids, the IHA shall reject all bids and readvertise the solicitation in accordance with paragraph (d) below.

(d) If the IHA prefers not to restrict the solicitation as described in paragraph (c) above, or if after having restricted a solicitation an insufficient number of qualified Indian enterprises or organizations submit bids, the IHA may advertise for bids from non-Indian as well as Indian-owned enterprises and Indian organizations. Award shall be made to the qualified Indian enterprise or organization with the lowest responsive bid if that bid is -

(1) Within the maximum HUD-approved budget amount established for the specific project or activity for which bids are being solicited; and

(2) No more than the percentage specified in 24 CFR 905.175(c) higher than the total bid price of the lowest responsive bid from any qualified bidder. If no responsive bid by a qualified Indian-owned economic enterprise or organization is within the stated range of the total bid price of the lowest responsive bid from any qualified enterprise, award shall be made to the bidder with the lowest bid.

(e) Bidders seeking to qualify for preference in contracting or subcontracting shall submit proof of Indian ownership with their bids. Proof of Indian ownership shall include but not be limited to:

(1) Certification by a tribe or other evidence that the bidder is an Indian. The IHA shall accept the certification of a tribe that an individual is a member.

(2) Evidence such as stock ownership, structure, management, control, financing and salary or profit sharing arrangements of the enterprise.

(f) (1) All bidders must submit with their bids a statement describing how they will provide Indian preference in the award of subcontracts. The specific requirements of that statement and the factors to be used by the IHA in determining the statement's adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement shall be rejected as nonresponsive. The IHA may require that comparable statements be provided by subcontractors to the successful Contractor, and may require the Contractor to reject any bid or proposal by a subcontractor that fails to include the statement.

(2) Bidders and prospective subcontractors shall submit a certification (supported by credible evidence) to the IHA in any instance where the bidder or subcontractor believes it is infeasible to provide Indian preference in subcontracting. The acceptance or rejection by the IHA of the certification shall be final. Rejection shall disqualify the bid from further consideration.

(g) All bidders must submit with their bids a statement detailing their employment and training opportunities and their plans to provide preference to Indians in implementing the contract; and the number or percentage of Indians anticipated to be employed and trained. Comparable statements from all proposed subcontractors must be submitted. The criteria to be used by the IHA in determining the statement(s)'s adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement(s), or that includes a statement that does not meet minimum standards required by the IHA shall be rejected as nonresponsive.

(h) Core crew employees. A core crew employee is an individual who is a bona fide employee of the contractor at the time the bid is submitted; or an individual who was not employed by the bidder at the time the bid was submitted, but who is regularly employed by the bidder in a supervisory or other key skilled position when work is available. Bidders shall submit with their bids a list of all core crew employees.

(i) Preference in contracting, subcontracting, employment, and training shall apply not only on-site, on the reservation, or within the IHA's jurisdiction, but also to contracts with firms that operate outside these areas (e.g., employment in modular or manufactured housing construction facilities).

(j) Bidders should contact the IHA to determine if any additional local preference requirements are applicable to this solicitation.

(k) The IHA [] does [] does not [Contracting Officer check applicable box] maintain lists of Indian-owned economic enterprises and Indian organizations by specialty (e.g., plumbing, electrical, foundations), which are available to bidders to assist them in meeting their responsibility to provide preference in connection with the administration of contracts and subcontracts.

SECTION 00300

BID SUBMISSION FORMS

Please complete and submit all pages to page titled "**End of Bid Forms**"
and any Addendum Receipt issued for this project

BID FORM
#22-C-0032
PARKVIEW TERRACE BALCONY DECK COATING

1. The undersigned, having familiarized themselves (or themselves) with the local conditions affecting the cost of the work, and with the Specifications (including, Instructions to Bidders, the form of Representations, Certifications and Other Statements, this bid, the form of Non-Collusive Affidavit, the form of Contract, the General and Special Conditions, the Description of the Work, the Specifications and Drawing(s) and Addenda, if any thereto, as prepared by Homes for Good Housing Agency and on file in the office of Homes for Good Housing Agency, 100 W. 13th Avenue, Eugene, Oregon 97401, hereby proposes to furnish all labor, equipment, and materials for the **Asset Reroofs** project.

<p>FOR THE TOTAL BASIC BID OF</p> <p>\$ _____</p> <hr style="border: 0; border-top: 1px solid black; margin: 10px 0;"/> <p style="text-align: center;">(WRITE OUT)</p>

2. In submitting this bid, it is understood that the right is reserved by the Homes for Good Housing Agency to reject any and all bids. If written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned within 30 days after the opening thereof, or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver a contract in the prescribed form and furnish the required bond within ten (10) days after the contract is presented to him for signature.
3. (5% Bid Security): Security in the sum of 5% of Bid Amount in the form of (form included) is submitted herewith in accordance with the Specifications.
4. Attached hereto is an affidavit in proof that the undersigned has not entered into any collusion with any person in respect to this proposal or any other proposal or the submitting of proposals for the contract for which this proposal is submitted.
5. The bidder represents that **they [] have, [] have 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 he [] has, [] has not, filed all required compliance reports; and that 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).
6. Certification of Non-Segregated Facilities. By signing this bid, the bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. 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. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he 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 he will retain such certifications in his files; and that he will forward a notice to his proposed subcontractors as provided in the instruction to bidders.

- 7. Drug Free Environment Certification: By signing this bid, the bidder certifies that he 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. 1001.

BID SUBMITTED BY:

NAME OF BIDDER (COMPANY): _____

BY (PRINT NAME): _____

TITLE: _____

SIGNATURE: _____ DATE: _____
(SIGN ORIGINAL ONLY)

COMPANY OFFICIAL STREET ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

COMPANY FEDERAL ID #: _____ PHONE: (____) _____

CONTRACTOR'S BOARD REGISTRATION: NUMBER: _____

CATEGORY/TYPE: _____

EXPIRATION DATE: _____

NOTARY

TO CERTIFY SIGNATURE.

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20____.
(Stamp or seal 🗑)

Notary Public for Oregon

My Commission Expires: _____

NOTE: COMPLETE AND SUBMIT THIS FORM WITH BID

INDEPENDENT CONTRACTOR CERTIFICATION STATEMENT

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 on the basis of 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 you 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: _____

SIGNATURE: _____ DATE: _____
(COMPANY OR CORPORATION NAME)

ATTENTION: THIS PAGE MUST BE SIGNED AND SUBMITTED WITH BID.

CERTIFICATION OF INFORMALITIES OR IRREGULARITIES

By signature below Bidder accepts the right of the Agency to reject any or all bids and waive informalities or irregularities.

NAME OF COMPANY: _____

MAILING AND BUSINESS LOCATION ADDRESSES:

INDICATE THE TYPE OF FIRM SUBMITTING THIS BID BY MARKING THE APPROPRIATE LINE BELOW.

Bid is by a Sole Proprietorship. Bid is signed by the individual.

Bid is by a Partnership. Bid is signed by one of the Partners.

Bid is by a Corporation. The Corporate Seal is affixed at right and the signature is that of a current officer or authorized representative.

CORPORATE SEAL (IF AVAILABLE)

SIGNATURE: _____

BY: _____
(PLEASE PRINT NAME)

TITLE: _____ DATE: _____

ATTENTION: THIS PAGE MUST BE SIGNED AND SUBMITTED WITH BID.

FORM OF NON-COLLUSIVE AFFIDAVIT

State of OREGON)ss.

County of LANE)

_____, being first duly sworn, deposes and says:

That he/she is _____ (a partner or the officer of the firm of, etc.) the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Homes for Good Housing Agency or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

COMPANY NAME: _____

SIGNATURE: _____

SIGNATURE BY PERSON SIGNING ABOVE SHOULD BE:

- BY INDIVIDUAL IF BID IS BY A SOLE PROPRIETORSHIP
- BY ONE OF THE PARTNERS IF BID IS BY A PARTNERSHIP
- BY A CURRENT OFFICER OR AUTHORIZED REPRESENTATIVE IF BID IS BY A CORPORATION.

NOTE: COMPLETE AND SUBMIT THIS FORM WITH BID.

SECTION 3 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 WORKER IS DEFINED AS:

Any worker who currently fits or when hired within the past five years fit at least one of the following:

- The worker’s income for the previous or annualized year is below the income limit established by HUD. (see attachment)
- The worker is employed by a Section 3 Business Concern
- The worker is a YouthBuild participant

A TARGETED SECTION WORKER IS DEFINED AS:

- A worker employed by a Section 3 Business Concern OR
- A worker who currently fits or when hired fit at least one of the following categories within the past five years:
 - A resident of public housing or HCV;
 - A resident of other public housing projects or Section 8 assisted housing managed by the PHA providing assistance; OR
 - A YouthBuild worker

A SECTION 3 BUSINESS CONCERN MEANS:

HUD has recently changed the definition of a Section 3 Business:

- At least 51% owned by a Homes for Good resident(s) or HCV participant(s)
- At least 51% owned by a low-income person(s)
- A business where low-income persons make up a minimum of 75% of the labor hours

*Having read the Section 3 Clause. I hereby certify that **I am [] - am not []** a Section 3 business concern. I hereby certify 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: _____ TITLE: _____

SIGNATURE: _____ DATE: _____

STATE OF OREGON

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

PROJECT NAME: PARKVIEW EXTERIOR PAINT & SEAL

BID CLOSING: THURSDAY, AUGUST 4, 2022 AT 2:00 PM

This form must be submitted at the location specified in the Notice to Contractors, **due within 2 hours after the date and time of the deadline when bids are due.**

List below the name of each subcontractor that will be furnishing labor or materials and that is required to be disclosed by ORS279.C.370. List the dollar value of the subcontract and the category of work that the subcontractor will be performing.

Enter **"NONE"** if there are no subcontractors that need to be disclosed. (ATTACH ADDITIONAL SHEETS IF NEEDED.)

NAME OF SUB-CONTRACTOR	DOLLAR VALUE	CATEGORY/DIVISION OF WORK (Painting, electrical, landscaping, etc.)
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	

FAILURE TO SUBMIT THIS FORM BY DISCLOSURE DEADLINE WILL RESULT IN A NON-RESPONSIVE BID. A NON-RESPONSIVE BID WILL NOT BE CONSIDERED FOR AWARD.

FORM SUBMITTED BY: _____ DATE: _____

HOMES FOR GOOD HOUSING AGENCY
100 W. 13th Avenue, Eugene, Oregon 97401

SUBMIT WITH BID IF ADDENDA ISSUED.

ADDENDUM RECEIPT

FOR PROJECT # _____

TITLED: _____

ADDENDA NUMBERED: _____ DATED: _____

WITH PAGES NUMBERED _____ THROUGH _____

BY MY SIGNATURE BELOW I ACKNOWLEDGE:

- receipt of the noted addendum,
- that it has been fully reviewed, and
- that all terms included therein are acceptable.

SIGNATURE: _____

TITLE: _____ DATE: _____

COMPLETE THIS FORM AND SUBMIT WITH BID DOCUMENTS – IF ANY ADDENDA HAVE BEEN ISSUED

All bidders must complete and sign this form for each Addendum issued. The form is to be submitted with the bid documents. A bid will be considered non-responsive if a completed Addendum Receipt is not submitted with the bid, for each addendum issued.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we the undersigned,

_____ as **PRINCIPAL,** and
(Name of Principal)

_____ as **SURETY,**
(Name of Surety)

are held and firmly bound unto Homes for Good Housing Agency in the penal sum of \$ _____

Dollars, lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying bid, dated _____, 20____, for _____

_____.

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after the said opening, and shall within the period specified therefore, or if no period be specified within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with Homes for Good Housing Agency in accordance with the bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract; or in the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bond within the time specified, if the Principal shall pay Homes for Good Housing Agency the difference between the amount specified in said bid and the amount for which Homes for Good Housing Agency may procure the required work or supplies or both, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bonded parties have executed this instrument under their several seals this _____ day of _____, 20 ____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

IN THE PRESENCE OF:

(AFFIX SEAL)
If available.

ATTEST: INDIVIDUAL PRINCIPAL

BY: _____

Business Address: _____

ATTEST: CORPORATE PRINCIPAL

(AFFIX SEAL)
If available. BYBY

BY: _____

Business Address: _____

ATTEST: CORPORATE SURETY

(AFFIX SEAL)
If available.

BY: _____

Business Address: _____

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____ of the corporation named as Principal in the within bond; that _____ who signed the said bond on behalf of the Principal was then _____ of said corporation; that I know his signature, and his signature thereto is genuine, and that said bond was duly signed, sealed, and attested to for and in behalf of said corporation by authority of its governing body.

Signature _____

(CORPORATE SEAL)

NOTE: POWER-OF-ATTORNEY FOR PERSON SIGNING FOR SURETY COMPANY MUST BE ATTACHED TO BOND.

SECTION 00600 & 00610

BOND FORMS

As stipulated by the State of Oregon regulations
Separate Bonds are required for

100 % PERFORMANCE BOND
&
100% PAYMENT BOND

When contract equals or exceeds \$100,000.00
the bond forms of this section are to be used for submission of the *two*
bonds at the time the awarded bidder submits signed contracts.

Surety: Use these forms and attach a power of attorney.

*See Instructions to Bidders for other Performance Guarantee Options
Bonds are due to Homes for Good with the signed contract.*

PAYMENT BOND

For Homes for Good Housing Agency

KNOW ALL MEN BY THESE PRESENTS: That we

_____ (NAME OF CONTRACTOR)
as principal, and _____ (SURETY)

a corporation organized and existing under and by virtue of the laws of the State of

_____ and duly authorized to transact surety business in the State of Oregon, as surety, are jointly and

severally held and bound unto Homes for Good Housing Agency hereinafter called the "Owner", in the sum of _____ (\$ _____), for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators and assigns or successors and assigns, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal has made and entered into a certain contract, a copy of which is attached hereto, with the Owner, which contract, together with the applicable plans, specifications, provisions, and schedule of contract prices, is by this reference made a part, whereby the principal agrees to perform in accordance with certain terms, conditions, requirements, plans and specifications which are set out in the contract and all authorized amendments or modifications of the contract. Provided that it is expressly agreed that the Bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract so as to bind the Principal, and the Surety to the full and faithful performance of the Contract as so amended.

NOW, THEREFORE, if the principal shall make payment promptly, as due to all subcontractors and to all persons supplying to the Contractor or its subcontractors, equipment, supplies, labor and materials for the prosecution of the work, or any part thereof, provided for in said contract, and shall in performing the contract pay and cause to be paid not less than the applicable (Davis Bacon Wage Rate or State of Oregon Bureau of Labor and Industries Wage Rate) prevailing wage rates in effect as of the date of the bid, per hour, day and week for and to each and every worker who may be employed in and about the performance of the contract and shall pay all contribution of amounts due for workers' compensation and all amounts due the State Unemployment Compensation Trust Fund from such Contractor or subcontractors incurred in the performance of said contract, and pay all sums of money withheld from the Contractor's employees and payable to the State Department of Revenue, and shall pay all other just debts, dues demands incurred in the performance of the said contract and shall pay the Owner such damages as may accrue to the Owner under the contract, then this obligation is to be void, otherwise to remain in full force and effect, provided that surety will remain liable to satisfy the claim of any worker affected by the failure of the principal or any subcontractor under the contract to pay the minimum rate of wage in accordance with the contract in the amount of the unpaid minimum wages and an additional amount equal thereto as liquidated damages.

Nonpayment of the bond premium will not invalidate this bond nor shall the Owner, be obligated for the payment thereof.

This Bond is given and received under the authority of ORS Chapter 279, the provisions of which relating to performance bonds are incorporated into this Bond by reference.

(SURETY)

The rate of premium on this bond is \$ _____ per thousand.

The total amount of premium charged is \$ _____ .

(The above is to be filled in by surety company, and the power of attorney of person signing for the surety company must be attached)

Witness our hands this _____ Day of _____ , 2022

Corporate Seal

PRINCIPAL

By _____
Authorized Official Signature

By _____
Authorized Official Signature

PRINCIPAL

By _____
Authorized Official Signature

By _____
Authorized Official Signature

Surety' Seal Must Be Affixed

SURETY

By _____
Attorney in Fact
(A power of Attorney for the Attorney in Fact must be attached to this bond)

By _____
Agent

PERFORMANCE BOND

HOMES FOR GOOD HOUSING AGENCY

KNOW ALL MEN BY THESE PRESENTS: That

we _____ (NAME OF CONTRACTOR)

as principal, and _____
(SURETY)

a corporation organized and existing under and by virtue of the laws of the State of _____ and duly authorized to transact surety business in the State of Oregon, as surety, are jointly and severally held and bound unto Homes for Good Housing Agency hereinafter called the "Owner", in the sum of _____), for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators and assigns or successors and assigns, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal has made and entered into a certain contract, a copy of which is attached hereto, with the Owner, which contract, together with the applicable plans, specifications, provisions, and schedule of contract prices, is by this reference made a part, whereby the principal agrees to perform in accordance with certain terms, conditions, requirements, plans and specifications which are set out in the contract and all authorized amendments or modifications of the contract. Provided that it is expressly agreed that the Bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract so as to bind the Principal, and the Surety to the full and faithful performance of the Contract as so amended.

NOW, THEREFORE, if the principal shall faithfully and truly observe and comply with the terms, conditions and provisions of the contract, in all respects, and shall well and truly and fully do and perform all matters and things by it undertaken to be performed under the contract, upon the terms set forth and within the time prescribed therein, or as extended as provided in the contract, and agrees to indemnify, defend and hold the Owner, its Commissioners, agents, officers and employees harmless and defend all damages, losses and expenses including but not limited to attorney's fees and to defend all claims, proceedings, lawsuits and judgments arising out of or resulting from the fault of the principal, the principal's agents, representatives or subcontractors, in the performance of or failure to perform this contract. However, principal shall not be required to indemnify any indemnities to the extent the damage, loss or expense is caused by the indemnity's negligence and shall in all respects perform said contract according to law, then this obligation is to be void, otherwise to remain in full force and effect.

Nonpayment of the bond premium will not invalidate this bond nor shall the Owner, be obligated for the payment thereof.

This Bond is given and received under the authority of ORS Chapter 279, the provisions of which relating to performance bonds are incorporated into this Bond by reference.

(SURETY)

The rate of premium on this bond is \$ _____ per thousand.

The total amount of premium charged is \$ _____ .

(The above is to be filled in by surety company, and the power of attorney of person signing for the surety company must be attached)

Witness our hands this _____ Day of _____ , 2022

Corporate Seal

PRINCIPAL

By _____
Authorized Official Signature

By _____
Authorized Official Signature

PRINCIPAL

By _____
Authorized Official Signature

By _____
Authorized Official Signature

Surety' Seal Must Be Affixed

SURETY

By _____
Attorney in Fact

(A power of Attorney for the Attorney in Fact must be attached to this bond)

By _____
Agent

SECTION 00710

HUD-5370

**General Conditions
For Construction Contracts
Public Housing Programs**

Applicable to any construction contract greater than \$100,000.

General Conditions for Construction Contracts - Public Housing Programs

U.S. Department of Housing and Urban
Development
Office of Public and Indian Housing
OMB Approval No. 2577-0157 (exp. 11/30/2023)

**Applicability. This form is applicable to any
construction/development contract greater than \$250,000.**

Public reporting burden for this collection of information is estimated to average 1 hour. This includes the time for collecting, reviewing, and reporting the data. The information requested is required to obtain a benefit. This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 75. The form is required for construction contracts awarded by Public Housing Agencies (PHAs). The form is used by Housing Authorities in solicitations to provide necessary contract clauses. If the form were not used, PHAs would be unable to enforce their contracts. There are no assurances of confidentiality. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

Clause		Page	Clause		Page
1.	Definitions	2	Administrative Requirements		
2.	Contractor's Responsibility for Work	2	25.	Contract Period	9
3.	Architect's Duties, Responsibilities and Authority	2	26.	Order of Precedence	9
4.	Other Contracts	3	27.	Payments	9
Construction Requirements			28.	Contract Modifications	10
5.	Preconstruction Conference and Notice to Proceed	3	29.	Changes	10
6.	Construction Progress Schedule	3	30.	Suspension of Work	11
7.	Site Investigation and Conditions Affecting the Work	3	31.	Disputes	11
8.	Differing Site Conditions	4	32.	Default	11
9.	Specifications and Drawings for Construction	4	33.	Liquidated	12
10.	As-Built Drawings	5	34.	Termination of Convenience	12
11.	Material and Workmanship	5	35.	Assignment of Contract	12
12.	Permits and Codes	5	36.	Insurance	12
13.	Health, Safety, and Accident Prevention	6	37.	Subcontracts	13
14.	Temporary Buildings and Transportation Materials	6	38.	Subcontracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms	13
15.	Availability and Use of Utility Services	6	39.	Equal Employment Opportunity	13
16.	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	6	40.	Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968	14
17.	Temporary Buildings and Transportation Materials	7	41.	Interest of Members of Congress	15
18.	Clean Air and Water	7	42.	Interest of Members, Officers, or Employees and Former Members, Officers, or Employees	15
19.	Energy Efficiency	7	43.	Limitations on Payments Made to Influence	15
20.	Inspection and Acceptance of Construction	7	44.	Royalties and Patents	15
21.	Use and Possession Prior to	8	45.	Examination and Retention of Contractor's Records	15
22.	Warranty of Title	8	46.	Labor Standards-Davis-Bacon and Related Acts	15
23.	Warranty of	8	47.	Non-Federal Prevailing Wage Rates	19
24.	Prohibition Against Liens	9	48.	Procurement of Recovered Materials	19

1. Definitions

- (a) "Architect" means the person or other entity engaged by the PHA to perform architectural, engineering, design, and other services related to the work as provided for in the contract. When a PHA uses an engineer to act in this capacity, the terms "architect" and "engineer" shall be synonymous. The Architect shall serve as a technical representative of the Contracting Officer. The Architect's authority is as set forth elsewhere in this contract.
- (b) "Contract" means the contract entered into between the PHA and the Contractor. It includes the forms of Bid, the Bid Bond, the Performance and Payment Bond or Bonds or other assurance of completion, the Certifications, Representations, and Other Statements of Bidders (form HUD-5370), these General Conditions of the Contract for Construction (form HUD-5370), the applicable wage rate determinations from the U.S. Department of Labor, any special conditions included elsewhere in the contract, the specifications, and drawings. It includes all formal changes to any of those documents by addendum, change order, or other modification.
- (c) "Contracting Officer" means the person delegated the authority by the PHA to enter into, administer, and/or terminate this contract and designated as such in writing to the Contractor. The term includes any successor Contracting Officer and any duly authorized representative of the Contracting Officer also designated in writing. The Contracting Officer shall be deemed the authorized agent of the PHA in all dealings with the Contractor.
- (d) "Contractor" means the person or other entity entering into the contract with the PHA to perform all of the work required under the contract.
- (e) "Drawings" means the drawings enumerated in the schedule of drawings contained in the Specifications and as described in the contract clause entitled Specifications and Drawings for Construction herein.
- (f) "HUD" means the United States of America acting through the Department of Housing and Urban Development including the Secretary, or any other person designated to act on its behalf. HUD has agreed, subject to the provisions of an Annual Contributions Terms and Conditions (ACC), to provide financial assistance to the PHA, which includes assistance in financing the work to be performed under this contract. As defined elsewhere in these General Conditions or the contract documents, the determination of HUD may be required to authorize changes in the work or for release of funds to the PHA for payment to the Contractor. Notwithstanding HUD's role, nothing in this contract shall be construed to create any contractual relationship between the Contractor and HUD.
- (g) "Project" means the entire project, whether construction or rehabilitation, the work for which is provided for in whole or in part under this contract.
- (h) "PHA" means the Public Housing Agency organized under applicable state laws which is a party to this contract.
- (j) "Specifications" means the written description of the technical requirements for construction and includes the criteria and tests for determining whether the requirements are met.
- (l) "Work" means materials, workmanship, and manufacture and fabrication of components.

2. Contractor's Responsibility for Work

- (a) The Contractor shall furnish all necessary labor, materials, tools, equipment, and transportation necessary for performance of the work. The Contractor shall also furnish all necessary water, heat, light, and power not made available to the Contractor by the PHA pursuant to the clause entitled Availability and Use of Utility Services herein.
- (b) The Contractor shall perform on the site, and with its own organization, work equivalent to at least [] (12 percent unless otherwise indicated) of the total amount of work to be performed under the order. This percentage may be reduced by a supplemental agreement to this order if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the PHA.
- (c) At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work site a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.
- (d) The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor shall hold and save the PHA, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.
- (e) The Contractor shall lay out the work from base lines and bench marks indicated on the drawings and be responsible for all lines, levels, and measurements of all work executed under the contract. The Contractor shall verify the figures before laying out the work and will be held responsible for any error resulting from its failure to do so.
- (f) The Contractor shall confine all operations (including storage of materials) on PHA premises to areas authorized or approved by the Contracting Officer.
- (g) The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. After completing the work and before final inspection, the Contractor shall (1) remove from the premises all scaffolding, equipment, tools, and materials (including rejected materials) that are not the property of the PHA and all rubbish caused by its work; (2) leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer; (3) perform all specified tests; and, (4) deliver the installation in complete and operating condition.
- (h) The Contractor's responsibility will terminate when all work has been completed, the final inspection made, and the work accepted by the Contracting Officer. The Contractor will then be released from further obligation except as required by the warranties specified elsewhere in the contract.

3. Architect's Duties, Responsibilities, and Authority

- (a) The Architect for this contract, and any successor, shall be designated in writing by the Contracting Officer.

- (b) The Architect shall serve as the Contracting Officer's technical representative with respect to architectural, **Schedule** engineering, and design matters related to the work performed under the contract. The Architect may provide direction on contract performance. Such direction shall be within the scope of the contract and may not be of a nature which: (1) institutes additional work outside the scope of the contract; (2) constitutes a change as defined in the Changes clause herein; (3) causes an increase or decrease in the cost of the contract; (4) alters the Construction Progress Schedule; or (5) changes any of the other express terms or conditions of the contract.
- (c) The Architect's duties and responsibilities may include but shall not be limited to:
- (1) Making periodic visits to the work site, and on the basis of his/her on-site inspections, issuing written reports to the PHA which shall include all observed deficiencies. The Architect shall file a copy of the report with the Contractor's designated representative at the site;
 - (2) Making modifications in drawings and technical specifications and assisting the Contracting Officer in the preparation of change orders and other contract modifications for issuance by the Contracting Officer;
 - (3) Reviewing and making recommendations with respect to - (i) the Contractor's construction progress schedules; (ii) the Contractor's shop and detailed drawings; (iii) the machinery, mechanical and other equipment and materials or other articles proposed for use by the Contractor; and, (iv) the Contractor's price breakdown and progress payment estimates; and,
 - (4) Assisting in inspections, signing Certificates of Completion, and making recommendations with respect to acceptance of work completed under the contract.

4. Other Contracts

The PHA may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with PHA employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by PHA employees

Construction Requirements

5. Pre-construction Conference and Notice to Proceed

of the work, and that it has investigated and satisfied itself

- (a) Within ten calendar days of contract execution, and prior to the commencement of work, the Contractor shall attend a preconstruction conference with representatives of the PHA, its Architect, and other interested parties convened by the PHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract. The PHA will provide the Contractor with the date, time, and place of the conference.
- (b) The contractor shall begin work upon receipt of a written Notice to Proceed from the Contracting Officer or designee. The Contractor shall not begin work prior to receiving such notice.

6. Construction Progress

- (a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring labor, materials, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments or take other remedies under the contract until the Contractor submits the required schedule.
- (b) The Contractor shall enter the actual progress on the chart as required by the Contracting Officer, and immediately deliver three copies of the annotated schedule to the Contracting Officer. If the Contracting Officer determines, upon the basis of inspection conducted pursuant to the clause entitled Inspection and Acceptance of Construction, herein that the Contractor is not meeting the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the PHA. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.
- (c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the Contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the Default clause of this contract.

7. Site Investigation and Conditions Affecting the Work

- (a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location as to the general and local conditions which can affect the work or its cost, including but not limited to, (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is

reasonably ascertainable from an inspection of the site, including all exploratory work done by the PHA, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the PHA.

- (b) The PHA assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the PHA. Nor does the PHA assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

8. Differing Site Conditions

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or (2) unknown physical conditions at the site(s), of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

(b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. Work shall not proceed at the affected site, except at the

Contractor's risk, until the Contracting Officer has provided written instructions to the Contractor. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, the Contractor shall file a claim in writing to the PHA within ten days after receipt of such instructions and, in any event, before proceeding with the work. An equitable adjustment in the contract price, the delivery schedule, or both shall be made under this clause and the contract modified in writing accordingly.

(c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.

(d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

9. Specifications and Drawings for Construction

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be

promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by", or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

(c) Where "as shown" "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place" that is "furnished and installed".

(d) "Shop drawings" means drawings, submitted to the PHA by the Contractor, subcontractor, or any lower tier subcontractor, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit, and attachment details) of materials of equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract. The PHA may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with other contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the PHA's reasons therefore. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Architect approves any such variation and the Contracting Officer concurs, the Contracting Officer shall issue an appropriate modification to the contract, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) It shall be the responsibility of the Contractor to make timely requests of the PHA for such large scale and full size drawings, color schemes, and other additional information, not already in his possession, which shall be

required in the planning and production of the work. Such requests may be submitted as the need arises, but each such request shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay.

- (h) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the PHA and one set will be returned to the Contractor. As required by the Contracting Officer, the Contractor, upon completing the work under this contract, shall furnish a complete set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the work is completed and accepted.
- (i) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all shop drawings prepared by subcontractors are submitted to the Contracting Officer.

10. As-Built Drawings

- (a) "As-built drawings," as used in this clause, means drawings submitted by the Contractor or subcontractor at any tier to show the construction of a particular structure or work as actually completed under the contract. "As-built drawings" shall be synonymous with "Record drawings."
- (b) As required by the Contracting Officer, the Contractor shall provide the Contracting Officer accurate information to be used in the preparation of permanent as-built drawings. For this purpose, the Contractor shall record on one set of contract drawings all changes from the installations originally indicated, and record final locations of underground lines by depth from finish grade and by accurate horizontal offset distances to permanent surface improvements such as buildings, curbs, or edges of walks.
- (c) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all as-built drawings prepared by subcontractors are submitted to the Contracting Officer.

11. Material and Workmanship

- (a) All equipment, material, and articles furnished under this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the contract to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of, and as approved by the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.
- (b) Approval of equipment and materials.
- (1) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the

machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

- (2) When required by the specifications or the Contracting Officer, the Contractor shall submit appropriately marked samples (and certificates related to them) for approval at the Contractor's expense, with all shipping charges prepaid. The Contractor shall label, or otherwise properly mark on the container, the material or product represented, its place of origin, the name of the producer, the Contractor's name, and the identification of the construction project for which the material or product is intended to be used.
- (3) Certificates shall be submitted in triplicate, describing each sample submitted for approval and certifying that the material, equipment or accessory complies with contract requirements. The certificates shall include the name and brand of the product, name of manufacturer, and the location where produced.
- (4) Approval of a sample shall not constitute a waiver of the PHA right to demand full compliance with contract requirements. Materials, equipment and accessories may be rejected for cause even though samples have been approved.
- (5) Wherever materials are required to comply with recognized standards or specifications, such specifications shall be accepted as establishing the technical qualities and testing methods, but shall not govern the number of tests required to be made nor modify other contract requirements. The Contracting Officer may require laboratory test reports on items submitted for approval or may approve materials on the basis of data submitted in certificates with samples. Check tests will be made on materials delivered for use only as frequently as the Contracting Officer determines necessary to insure compliance of materials with the specifications. The Contractor will assume all costs of retesting materials which fail to meet contract requirements and/or testing materials offered in substitution for those found deficient.
- (6) After approval, samples will be kept in the Project office until completion of work. They may be built into the work after a substantial quantity of the materials they represent has been built in and accepted.
- (c) Requirements concerning lead-based paint. The Contractor shall comply with the requirements concerning lead-based paint contained in the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) as implemented by 24 CFR Part 35.

12. Permits and Codes

- (a) The Contractor shall give all notices and comply with all applicable laws, ordinances, codes, rules and regulations. Notwithstanding the requirement of the Contractor to comply with the drawings and specifications in the contract, all work installed shall comply with all applicable codes and regulations as amended by any

waivers. Before installing the work, the Contractor shall examine the drawings and the specifications for compliance with applicable codes and regulations bearing on the work and shall immediately report any discrepancy it may discover to the Contracting Officer.

Where the requirements of the drawings and specifications fail to comply with the applicable code or regulation, the Contracting Officer shall modify the contract by change order pursuant to the clause entitled Changes herein to conform to the code or regulation.

- (b) The Contractor shall secure and pay for all permits, fees, and licenses necessary for the proper execution and completion of the work. Where the PHA can arrange for the issuance of all or part of these permits, fees and licenses, without cost to the Contractor, the contract amount shall be reduced accordingly.

13. Health, Safety, and Accident Prevention

(a) In performing this contract, the Contractor shall:

- (1) Ensure that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health and/or safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation;
- (2) Protect the lives, health, and safety of other persons;
- (3) Prevent damage to property, materials, supplies, and equipment; and,
- (4) Avoid work interruptions.

(b) For these purposes, the Contractor shall:

- (1) Comply with regulations and standards issued by the Secretary of Labor at 29 CFR Part 1926. Failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96), 40 U.S.C. 3701 et seq.; and
- (2) Include the terms of this clause in every subcontract so that such terms will be binding on each subcontractor.

(c) The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment, and shall report this data in the manner prescribed by 29 CFR Part 1904.

(d) The Contracting Officer shall notify the Contractor of any noncompliance with these requirements and of the corrective action required. This notice, when delivered to the Contractor or the Contractor's representative at the site of the work, shall be deemed sufficient notice of the noncompliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to take corrective action promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these circumstances.

(e) The Contractor shall be responsible for its subcontractors' compliance with the provisions of this clause. The Contractor shall take such action with respect to any subcontract as the PHA, the Secretary of Housing and Urban Development, or the Secretary of Labor shall direct as a means of enforcing such provisions.

14. Temporary Heating

The Contractor shall provide and pay for temporary heating, covering, and enclosures necessary to properly protect all work and materials against damage by dampness and cold, to dry out the work, and to facilitate the completion of the work. Any permanent heating equipment used shall be turned over to the PHA in the condition and at the time required by the specifications.

15. Availability and Use of Utility Services

(a) The PHA shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the PHA or, where the utility is produced by the PHA, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.

(b) The Contractor, at its expense and in a manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the PHA, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

16. Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements

(a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed under this contract, and which do not unreasonably interfere with the work required under this contract.

(b) The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during performance of this contract, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

(c) The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. Prior to disturbing the ground at the construction site, the Contractor shall ensure that all underground utility lines are clearly marked.

(d) The Contractor shall shore up, brace, underpin, secure, and protect as necessary all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be affected by the excavations or other operations connected with the construction of the project.

(e) Any equipment temporarily removed as a result of work under this contract shall be protected, cleaned, and replaced in the same condition as at the time of award of this contract.

- (f) New work which connects to existing work shall correspond in all respects with that to which it connects and/or be similar to existing work unless otherwise required by the specifications.
- (g) No structural members shall be altered or in any way weakened without the written authorization of the Contracting Officer, unless such work is clearly specified in the plans or specifications.
- (h) If the removal of the existing work exposes discolored or unfinished surfaces, or work out of alignment, such surfaces shall be refinished, or the material replaced as necessary to make the continuous work uniform and harmonious. This, however, shall not be construed to require the refinishing or reconstruction of dissimilar finishes previously exposed, or finished surfaces in good condition, but in different planes or on different levels **Construction** when brought together by the removal of intervening work, unless such refinishing or reconstruction is specified in the plans or specifications.
- (i) The Contractor shall give all required notices to any adjoining or adjacent property owner or other party before the commencement of any work.
- (j) The Contractor shall indemnify and save harmless the PHA from any damages on account of settlement or the loss of lateral support of adjoining property, any damages from changes in topography affecting drainage, and from all loss or expense and all damages for which the PHA may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.
- (k) The Contractor shall repair any damage to vegetation, structures, equipment, utilities, or improvements, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

17. Temporary Buildings and Transportation of Materials

- (a) Temporary buildings (e.g., storage sheds, shops, offices, sanitary facilities) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the PHA. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.
- (b) The Contractor shall, as directed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any federal, state, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

18. Clean Air and Water

The contractor shall comply with the Clean Air Act, as amended, 42 USC 7401 et seq., the Federal Water Pollution Control Water Act, as amended, 33 U.S.C. 1251 et seq., and standards issued pursuant thereto in the facilities in which this contract is to be performed.

19. Energy Efficiency

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under the contract is performed.

20. Inspection and Acceptance of

- (a) Definitions. As used in this clause -
- (1) "Acceptance" means the act of an authorized representative of the PHA by which the PHA approves and assumes ownership of the work performed under this contract. Acceptance may be partial or complete.
- (2) "Inspection" means examining and testing the work performed under the contract (including, when appropriate, raw materials, equipment, components, and intermediate assemblies) to determine whether it conforms to contract requirements.
- (3) "Testing" means that element of inspection that determines the properties or elements, including functional operation of materials, equipment, or their components, by the application of established scientific principles and procedures.
- (b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. All work is subject to PHA inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.
- (c) PHA inspections and tests are for the sole benefit of the PHA and do not: (1) relieve the Contractor of responsibility for providing adequate quality control measures; (2) relieve the Contractor of responsibility for loss or damage of the material before acceptance; (3) constitute or imply acceptance; or, (4) affect the continuing rights of the PHA after acceptance of the completed work under paragraph (j) below.
- (d) The presence or absence of the PHA inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specifications without the Contracting Officer's written authorization. All instructions and approvals with respect to the work shall be given to the Contractor by the Contracting Officer.
- (e) The Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The PHA may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The PHA shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

- (f) The PHA may conduct routine inspections of the construction site on a daily basis.
- (g) The Contractor shall, without charge, replace or correct work found by the PHA not to conform to contract requirements, unless the PHA decides that it is in its interest to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.
- (h) If the Contractor does not promptly replace or correct rejected work, the PHA may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor, or (2) terminate for default the Contractor's right to proceed.
- (i) If any work requiring inspection is covered up without approval of the PHA, it must, if requested by the Contracting Officer, be uncovered at the expense of the Contractor. If at any time before final acceptance of the entire work, the **Construction PHA** considers it necessary or advisable, to examine work already completed by removing or tearing it out, the Contractor, shall on request, promptly furnish all necessary facilities, labor, and material. If such work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray all the expenses of the examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, the Contracting Officer shall make an equitable adjustment to cover the cost of the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.
- (j) The Contractor shall notify the Contracting Officer, in writing, as to the date when in its opinion all or a designated portion of the work will be substantially completed and ready for inspection. If the Architect determines that the state of preparedness is as represented, the PHA will promptly arrange for the inspection. Unless otherwise specified in the contract, the PHA shall accept, as soon as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines and designates can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the PHA's right under any warranty or guarantee.

21. Use and Possession Prior to Completion

- (a) The PHA shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the PHA intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The PHA's possession or use shall not be deemed an acceptance of any work under the contract.
- (b) While the PHA has such possession or use, the Contractor shall be relieved of the responsibility for (1) the loss of or damage to the work resulting from the PHA's possession or use, notwithstanding the terms of the clause entitled Permits and Codes herein; (2) all maintenance costs on the areas occupied; and, (3) furnishing heat, light, power, and water used in the areas

occupied without proper remuneration therefore. If prior possession or use by the PHA delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

22. Warranty of Title

The Contractor warrants good title to all materials, supplies, and equipment incorporated in the work and agrees to deliver the premises together with all improvements thereon free from any claims, liens or charges, and agrees further that neither it nor any other person, firm or corporation shall have any right to a lien upon the premises or anything appurtenant thereto.

23. Warranty of

- (a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (j) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any subcontractor or supplier at any tier. This warranty shall continue for a period of _____ (one year unless otherwise indicated) from the date of final acceptance of the work. If the PHA takes possession of any part of the work before final acceptance, this warranty shall continue for a period of (one year unless otherwise indicated) from the date that the PHA takes possession.
- (b) The Contractor shall remedy, at the Contractor's expense, any failure to conform, or any defect. In addition, the Contractor shall remedy, at the Contractor's expense, any damage to PHA-owned or controlled real or personal property when the damage is the result of—
 - (1) The Contractor's failure to conform to contract requirements; or
 - (2) Any defects of equipment, material, workmanship or design furnished by the Contractor.
- (c) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for (one year unless otherwise indicated) from the date of repair or replacement.
- (d) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect or damage.
- (e) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the PHA shall have the right to replace, repair or otherwise remedy the failure, defect, or damage at the Contractor's expense.
- (f) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall:
 - (1) Obtain all warranties that would be given in normal commercial practice;
 - (2) Require all warranties to be executed in writing, for the benefit of the PHA; and,
 - (3) Enforce all warranties for the benefit of the PHA.
- (g) In the event the Contractor's warranty under paragraph (a) of this clause has expired, the PHA may bring suit at its own expense to enforce a subcontractor's, manufacturer's or supplier's warranty.

- (h) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defect of material or design furnished by the PHA nor for the repair of any damage that results from any defect in PHA furnished material or design.
- (i) Notwithstanding any provisions herein to the contrary, the establishment of the time periods in paragraphs (a) and (c) above relate only to the specific obligation of the Contractor to correct the work, and have no relationship to the time within which its obligation to comply with the contract may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to its obligation other than specifically to correct the work.
- (j) This warranty shall not limit the PHA's rights under the Inspection and Acceptance of Construction clause of this contract with respect to latent defects, gross mistakes or fraud.

24. Prohibition Against Liens

The Contractor is prohibited from placing a lien on the PHA's property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers.

Administrative Requirements

25. Contract Period

this contract within _____ calendar days of the effective date of the contract, or within the time schedule established in the notice to proceed issued by the Contracting Officer.

26. Order of Provisions

accordance with the terms and conditions of the

In the event of a conflict between these General Conditions and the Specifications, the General Conditions shall prevail. In the event of a conflict between the contract and any applicable state or local law or regulation, the state or local law or regulation shall prevail; provided that such state or local law or regulation does not conflict with, or is less restrictive than applicable federal law, regulation, or Executive Order. In the event of such a conflict, applicable federal law, regulation, and Executive Order shall prevail.

27. Payments

retain ten (10) percent of the amount of progress

- (a) The PHA shall pay the Contractor the price as provided in this contract.
- (b) The PHA shall make progress payments approximately every 30 days as the work proceeds, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer. The PHA may, subject to written determination and approval of the Contracting Officer, make more frequent payments to contractors which are qualified small businesses.
- (c) Before the first progress payment under this contract, the Contractor shall furnish, in such detail as requested by the Contracting Officer, a breakdown of the total contract price showing the amount included therein for each principal category of the work, which shall substantiate the payment amount requested in order to provide a

basis for determining progress payments. The breakdown shall be approved by the Contracting Officer and must be acceptable to HUD. If the contract covers more than one project, the Contractor shall furnish a separate breakdown for each. The values and quantities employed in making up this breakdown are for determining the amount of progress payments and shall not be construed as a basis for additions to or deductions from the contract price. The Contractor shall prorate its overhead and profit over the construction period of the contract.

- (d) The Contractor shall submit, on forms provided by the PHA, periodic estimates showing the value of the work performed during each period based upon the approved submitted not later than _____ days in advance of the date set for payment and are subject to correction and revision as required. The estimates must be approved by the Contracting Officer with the concurrence of the Architect prior to payment. If the contract covers more than one project, the Contractor shall furnish a separate progress payment estimate for each.
- (e) Along with each request for progress payments and the required estimates, the Contractor shall furnish the following certification, or payment shall not be made: I hereby certify, to the best of my knowledge and belief, that:

- (1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;
- (2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements; and,
- (3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in subcontract.

Name:

Title:

Date:

- (f) Except as otherwise provided in State law, the PHA shall payments until completion and acceptance of all work under the contract; except, that if upon completion of 50 percent of the work, the Contracting Officer, after consulting with the Architect, determines that the Contractor's performance and progress are satisfactory, the PHA may make the remaining payments in full for the work subsequently completed. If the Contracting Officer subsequently determines that the Contractor's performance and progress are unsatisfactory, the PHA shall reinstate the ten (10) percent (or other percentage as provided in State law) retainage until such time as the Contracting Officer determines that performance and progress are satisfactory.
- (g) The Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration when computing progress payments.

Material delivered to the Contractor at locations other than the site may also be taken into consideration if the Contractor furnishes satisfactory evidence that (1) it has acquired title to such material; (2) the material is properly stored in a bonded warehouse, storage yard, or similar suitable place as may be approved by the Contracting Officer; (3) the material is insured to cover its full value; and (4) the material will be used to perform this contract. Before any progress payment which includes delivered material is made, the Contractor shall furnish such documentation as the Contracting Officer may require to assure the protection of the PHA's interest in such materials. The Contractor shall remain responsible for such stored material notwithstanding the transfer of title to the PHA.

- (h) All material and work covered by progress payments made shall, at the time of payment become the sole property of the PHA, but this shall not be construed as (1) relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or, (2) waiving the right of the PHA to require the fulfillment of all of the terms of the contract. In the event the work of the Contractor has been damaged by other contractors or persons other than employees of the PHA in the course of their employment, the Contractor shall restore such damaged work without cost to the PHA and to seek redress for its damage only from those who directly caused it.
- (i) The PHA shall make the final payment due the Contractor under this contract after (1) completion and final acceptance of all work; and (2) presentation of release of all claims against the PHA arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. Each such exception shall embrace no more than one claim, the basis and scope of which shall be clearly defined. The amounts for such excepted claims shall not be included in the request for final payment. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned.
- (j) Prior to making any payment, the Contracting Officer may require the Contractor to furnish receipts or other evidence of payment from all persons performing work and supplying material to the Contractor, if the Contracting Officer determines such evidence is necessary to substantiate claimed costs.
- (k) The PHA shall not; (1) determine or adjust any claims for payment or disputes arising there under between the Contractor and its subcontractors or material suppliers; or, (2) withhold any moneys for the protection of the subcontractors or material suppliers. The failure or refusal of the PHA to withhold moneys from the Contractor shall in nowise impair the obligations of any surety or sureties under any bonds furnished under this contract.

28. Contract Modifications

- (a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.
- (b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which do not change the rights or

responsibilities of the parties (e.g., change in the PHA address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

- (c) When a proposed modification requires the approval of HUD prior to its issuance (e.g., a change order that exceeds the PHA's approved threshold), such modification shall not be effective until the required approval is received by the PHA.

29. Changes

- (a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes:
 - (1) In the specifications (including drawings and designs);
 - (2) In the method or manner of performance of the work;
 - (3) PHA-furnished facilities, equipment, materials, services, or site; or,
 - (4) Directing the acceleration in the performance of the work.
- (b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances and source of the order and (2) that the Contractor regards the order as a change order.
- (c) Except as provided in this clause, no order, statement or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.
- (d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for a adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the PHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.
- (e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause, or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.
- (f) The Contractor's written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:

- (1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor breakdowns by hours or unit costs (identified with specific work to be performed); Construction equipment exclusively necessary for the change; Costs of preparation and/ or revision to shop drawings resulting from the change; Worker's Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and, Bond Costs when size of change warrants revision.
- (2) Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.
- (3) Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change. The allowability of the direct and indirect costs shall be determined in accordance with the Contract Cost Principles and Procedures for Commercial Firms in Part 31 of the Federal Acquisition Regulation (48 CFR 1-31), as implemented by HUD Handbook 2210.18, in effect on the date of this contract. The Contractor shall not be allowed a profit on the profit received by any subcontractor. Equitable adjustments for deleted work shall include a credit for profit and may include a credit for indirect costs. On proposals covering both increases and decreases in the amount of the contract, the application of indirect costs and profit shall be on the net-change in direct costs for the Contractor or subcontractor performing the work.
- (g) The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.
- (h) The Contracting Officer shall act on proposals within 30 days after their receipt, or notify the Contractor of the date when such action will be taken.
- (i) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled Disputes herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.
- (j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

30. Suspension of Work

- (a) The Contracting Officer may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the PHA.
- (b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified (or within a reasonable time if not specified) in this contract an adjustment shall be made for any increase in the cost of performance of the contract (excluding profit) necessarily caused by such unreasonable suspension, delay, or interruption and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have

- been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor or for which any equitable adjustment is provided for or excluded under any other provision of this contract.
- (c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and, (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

31. Disputes

- (a) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under the contract, unlike a claim relating to the contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim. The submission may be converted to a claim by complying with the requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- (b) Except for disputes arising under the clauses entitled Labor Standards - Davis Bacon and Related Acts, herein, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (c) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the PHA against the Contractor shall be subject to a written decision by the Contracting Officer.
- (d) The Contracting Officer shall, within 60 (unless otherwise indicated) days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
- (e) The Contracting Officer's decision shall be final unless the Contractor (1) appeals in writing to a higher level in the PHA in accordance with the PHA's policy and procedures, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within (30 unless otherwise indicated) days after receipt of the Contracting Officer's decision.
- (f) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

32. Default

- (a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with the diligence that will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the Contracting Officer may, by written notice to the Contractor, terminate the right to

proceed with the work (or separable part of the work) that has been delayed. In this event, the PHA may take over the work and complete it, by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the PHA resulting from the **Convenience** Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the PHA in completing the work.

- (b) The Contractor's right to proceed shall not be terminated or the Contractor charged with damages under this clause if—
- (1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (i) acts of God, or of the public enemy, (ii) acts of the PHA or other governmental entity in either its sovereign or contractual capacity, (iii) acts of another contractor in the performance of a contract with the PHA, (iv) fires, (v) floods, (vi) epidemics, (vii) quarantine restrictions, (viii) strikes, (ix) freight embargoes, (x) unusually severe weather, or (xi) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and
- (2) The Contractor, within days (10 days unless otherwise indicated) from the beginning of such delay (unless extended by the Contracting Officer) notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, time for completing the work shall be extended by written modification to the contract. The findings of the Contracting Officer shall be reduced to a written decision which shall be subject to the provisions of the Disputes clause of this contract.
- (c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been for convenience of the PHA.

33. Liquidated Damages

- (a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, as specified in the clause entitled Default of this contract, the Contractor shall pay to the PHA as liquidated damages, the sum of \$ _____ [Contracting Officer insert amount] for each day of delay. If different completion dates are specified in the contract for separate parts or stages of the work, the amount of liquidated damages shall be assessed on those parts or stages which are delayed. To the extent that the Contractor's delay or nonperformance is excused under another clause in this contract, liquidated damages shall not be due the PHA. The Contractor remains liable for damages caused other than by delay.
- (b) If the PHA terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final

completion of the work together with any increased costs occasioned the PHA in completing the work.

- (c) If the PHA does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

34. Termination for

- (a) The Contracting Officer may terminate this contract in whole, or in part, whenever the Contracting Officer determines that such termination is in the best interest of the PHA. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective.
- (b) If the performance of the work is terminated, either in whole or in part, the PHA shall be liable to the Contractor for reasonable and proper costs resulting from such termination upon the receipt by the PHA of a properly presented claim setting out in detail: (1) the total cost of the work performed to date of termination less the total amount of contract payments made to the Contractor; (2) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the site, payment for which has not been made by the PHA to the Contractor or by the Contractor to the subcontractor or supplier; (3) the cost of preserving and protecting the work already performed until the PHA or assignee takes possession thereof or assumes responsibility therefore; (4) the actual or estimated cost of legal and accounting services reasonably necessary to prepare and present the termination claim to the PHA; and (5) an amount constituting a reasonable profit on the value of the work performed by the Contractor.
- (c) The Contracting Officer will act on the Contractor's claim within days (60 days unless otherwise indicated) of receipt of the Contractor's claim.
- (d) Any disputes with regard to this clause are expressly made subject to the provisions of the Disputes clause of this contract.

35. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the PHA under the contract may be assigned to a bank, trust company, or other financial institution. Such assignments of claims shall only be made with the written concurrence of the Contracting Officer. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership as approved by the Contracting Officer.

36. Insurance

- (a) Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract:
- (1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.
- (2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$ _____ [Contracting Officer insert amount]

per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a "claims made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion date of the Contract.

- (3) Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$ _____

[Contracting Officer insert amount] per occurrence.

- (b) Before commencing work, the Contractor shall furnish the PHA with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PHA. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started. It need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA's existing fire and extended coverage policy can be endorsed to include such work.
- (c) All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer.

37. Subcontracts

- (a) Definitions. As used in this contract -
- (1) "Subcontract" means any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by a subcontractor to furnish supplies, materials, equipment, and services for the performance of the prime contract or a subcontract.

- (2) "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor.
- (b) The Contractor shall not enter into any subcontract with any subcontractor who has been temporarily denied participation in a HUD program or who has been suspended or debarred from participating in contracting programs by any agency of the United States Government or of the state in which the work under this contract is to be performed.
- (c) The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.
- (d) The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.
- (e) Nothing contained in this contract shall create any contractual relationship between any subcontractor and the PHA or between the subcontractor and HUD.

38. Subcontracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms

The Contractor shall take the following steps to ensure that, whenever possible, subcontracts are awarded to small business firms, minority firms, women's business enterprises, and labor surplus area firms:

- (a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (b) Ensuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
- (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
- (d) Establishing delivery schedules, where the requirements of the contract permit, which encourage participation by small and minority businesses and women's business enterprises; and
- (e) Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and State and local governmental small business agencies.

39. Equal Employment Opportunity

During the performance of this contract, the Contractor/Seller agrees as follows:

- (a) The Contractor/Seller shall not discriminate against any employee or applicant for employment because of race color, religion, sex, sexual orientation, gender identity, disability, or national origin.
- (b) The Contractor/Seller shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. Such action shall include, but not be limited to, (1) employment, (2) upgrading demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination, (7) rates of pay or other forms of compensation, and (8) selection for training, including apprenticeship

(c) The Contractor/Seller agrees to post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

(d) The Contractor/Seller shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor/Seller, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(e) The Contractor/Seller shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(f) The Contractor/Seller shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(g) The Contractor/Seller shall furnish all information and reports required by Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor/Seller shall permit

access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(h) In the event of a that the Contractor/Seller is in noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor/seller may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(i) The contractor/seller will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub[contractor/seller] or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the [contractor/seller] may request the United States to enter into such litigation to protect the interests of the United States.

(j) Compliance with the requirements of this clause shall be to the maximum extent consistent with, but not in derogation of, compliance with section 7(b) of the Indian Self-Determination and Education Assistance Act and the Indian Preference clause of this contract.

40. Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968.

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

(b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, 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 75 regulations.

(c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 prioritization requirements and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04).

(d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. 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 75.

(e) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

(f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

41. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.

42. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the PHA, no member of the governing body of the locality in which the project is situated, no member of the governing body of the locality in which the PHA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

43. Limitations on Payments made to Influence Certain Federal Financial Transactions

- (a) The Contractor agrees to comply with Section 1352 of Title 31, United States Code which prohibits the use of **Acts** Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) The Contractor further agrees to comply with the requirement of the Act to furnish a disclosure (OMB Standard Form LLL, Disclosure of Lobbying Activities) if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

44. Royalties and Patents

The Contractor shall pay all royalties and license fees. It shall defend all suits or claims for infringement of any patent rights and shall save the PHA harmless from loss on account thereof; except that the PHA shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified and the Contractor has no reason to believe that the specified design, process, or product is an infringement. If, however, the Contractor has reason to believe that any design, process or product specified is an infringement of a patent, the Contractor shall promptly notify the Contracting Officer. Failure to give such notice shall make the Contractor responsible for resultant loss.

45. Examination and Retention of Contractor's Records

- (a) The PHA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.
- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to (1) appeals under the Disputes clause of this contract, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which the PHA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

46. Labor Standards - Davis-Bacon and Related

If the total amount of this contract exceeds \$2,000, the Federal labor standards set forth in the clause below shall apply to the development or construction work to be performed under the contract.

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

be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(2) (i) Any class of laborers or mechanics, including

helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met: (A) The work to be performed by the classification requested is not performed by a classification in the wage determination; and (B) The classification is utilized in the area by the construction industry; and (C) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

- (ii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employee Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.
- (iii) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.
- (iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(2)(ii) or (iii) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in classification.
- (3) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (4) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the

amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

- (b) Withholding of funds. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working in the construction or development of the project, all or part of the wages required by the contract, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.
- (c) Payrolls and basic records.
- (1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working in the construction or development of the project. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)

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

- (A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c) (1) of this clause and that such information is correct and complete;
 - (B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and
 - (C) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.
- (iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to

make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

- (d) (1) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship and Training, Employer and Labor Services (OATELS), or with a State Apprenticeship Agency recognized by OATELS, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (2) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under

- the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (3) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- (e) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.
- (f) Contract termination; debarment. A breach of this contract clause may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.
- (g) Compliance with Davis-Bacon and related Act requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (h) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.
- (i) Certification of eligibility.
- (1) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (3) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.
- (j) Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.
- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in subparagraph (j)(1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic (including watchmen and guards) employed in violation of the provisions set forth in subparagraph (j)(1) of this clause, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in subparagraph (j)(1) of this clause. DOL posts current fines at: <https://www.dol.gov/whd/govcontracts/cwhssa.htm#cmp>
- (3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in subparagraph (j)(2) of this clause.
- (k) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

47. Non-Federal Prevailing Wage Rates

(a) Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under State or tribal law to be prevailing, with respect to any employee in any trade or position employed under the contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate exceeds:

(1) The applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141 et seq.) to be prevailing in the locality with respect to such trade;

(b) An applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the U.S. Department of Labor (DOL) or a DOL-recognized State Apprenticeship Agency; or

(c) An applicable trainee wage rate based thereon specified in a DOL-certified trainee program.

48. Procurement of Recovered Materials.

(a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

() Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

INDEX**SPECIAL CONDITIONS TO CONTRACT****#22-C-0032****PARKVIEW TERRACE BALCONY DECK COATING**

	Page
1. PROJECT SITE	1
2. TIME FOR COMPLETION	1
3. FEES	1
4. LIQUIDATED DAMAGES	1
5. COMMUNICATIONS	1
6. MINIMUM RATE OF PAY	1
7. DRAWINGS INDEX	1
8. TIME SCHEDULE FOR SUBMITTALS	1-2
9. CONSTRUCTION SCHEDULE	2
10. SUBMISSION OF SUBCONTRACTORS LIST	2
11. SUBMISSION OF SUBCONTRACTORS AGREEMENTS	2
12. PRECONSTRUCTION MEETING	2
13. PROGRESS MEETINGS, AND PROJECT RECORD KEEPING	3
14. RECORD DRAWINGS	3
15. CONTRACTOR USE OF PREMISES	3-5
16. SAFETY OF PERSONS AND PROPERTY	5
17. CHANGE ORDER PROCESSING	5-6
18. SUPERVISION	6
19. WARRANTIES AND BONDS	7
20. HAZARDOUS MATERIALS	7
21. PLANTS, TREES, GRASSES	7
22. EXTERIOR AREAS	7
23. DRUG FREE ENVIRONMENT	7

SPECIAL CONDITIONS

#22-C-0032

PARKVIEW TERRACE BALCONY DECK COATING

1. PROJECT SITE:

The project site is located the Parkview Terrace Apartments, 255 High St, Eugene, OR 97401.

2. TIME FOR COMPLETION:

The Agency expects to issue the **Notice to Proceed based on Contractor Availability. Final completion is expected no later than September 29, 2023.**

3. The Contractor is responsible for the basic Permit fee, the Contractor will be responsible for any/all inspections, and associated fees.

The Agency will reimburse the Contractor for all fees.

Do not include plan review, permitting, or inspection fees in your Bid.

4. LIQUIDATED DAMAGES:

If a contractor fails to complete the work within the time specified in the contract, or any extension, as specified in the clause entitled Default of Contract, the Contractor shall pay to the Agency as liquidated damages, the sum of \$50.00 per calendar day of delay.

5. COMMUNICATIONS:

All notices, demands, requests, instructions, approvals, proposals, and claims must be in writing and forwarded to the Contract Administrator.

6. MINIMUM RATE OF PAY:

Davis/Bacon-Residential OR20220021, mod 5, published on 06/24/2022

A schedule of the minimum rate of pay applicable to all work performed under this contract is in Section 00826. Instructions for payroll reporting and forms will also be presented at the Preconstruction Meeting.

7. DRAWINGS INDEX

SHEET A1: General Notes
 Vicinity
 Site Plan
 Upper Floor Plans
 Sections @ Balcony

8. TIME SCHEDULE FOR SUBMITTALS:

		ARCHITECT/ OWNER REVIEW IN	CONTRACTOR UPDATE & RESUBMIT
FIRST SUBMITTAL			
Construction	At time of Pre-construction	7 Days	3 Days

Schedule Schedule of Values (On Approved Form)	Meeting At time of Pre-construction Meeting	7 days	5 days
Subcontractor List & Major Products List	At time of Pre-construction Meeting	7 days	As Needed
Certificates, Product Data, etc.	10 days prior to ordering	5 days	2 days

9. CONSTRUCTION SCHEDULE:

At a mutually agreed upon schedule between the Contractor and Homes for Good, work will initiate. Once work initiates, all work shall be completed by no later than **September 29, 2023**.

At the Pre-construction Meeting, the Awarded Contractor shall submit to the Contract Administrator a scheduled work program. Updates should be submitted as necessary. The schedule shall include the starting and completion dates of the following:

- a. Work outline: With time for major work sequences detailed in a time schedule.
- b. Substantial Completion Date
- c. Final Completion Date

10. SUBMISSION OF SUBCONTRACTORS LIST

At the Pre-construction Meeting, the Contractor shall submit a complete list of proposed installing subcontractors. When requested by owner, Contractor shall provide written information on experience and list of previous projects by subcontractors, suppliers, and manufacturers. See Specifications Sections.

11. SUBMISSION OF SUBCONTRACTOR AGREEMENTS:

The awarded General Contractor shall provide a completed and signed Contractor/Subcontractor Contract Agreement form for each Subcontractor. The Contractor/Subcontractor Contract Agreement form can be found in the Sample Forms section of the Project Manual.

12. PRE-CONSTRUCTION MEETING:

Contract Administrator will schedule a Pre-construction Meeting, before Notice to Proceed, but no later than seven (7) calendar days after the Notice to Proceed date has been issued.

Attendance: Owner's Representative, Architect/Engineer, Contractor and major subcontractors.

Minimum Meeting Agenda: Distribute and discuss list of subcontractors, construction schedule, processing of field decisions, procedures for maintaining record documents, use of premises, storage areas, security, deliveries, safety, parking, housekeeping, and first aid requirements. The HUD procedures for compliance with Executive Orders concerning Equal Opportunity and Labor Provisions will be discussed.

13. PROGRESS MEETINGS, AND PROJECT RECORD KEEPING:

The Contract Administrator, in coordination with the General Contractor, may schedule meetings and firm dates with parties involved, as agreed. Contract Administrator will preside at meetings.

- Frequency: Regular Meetings as required.
- Attendance: Owner's representative, Architect/Engineer, Contractor, subcontractors affected by agenda.

Minimum Agenda: Review decisions from previous meetings, progress since previous meeting, work to be executed following week, construction and delivery schedule, field observations, problems, proposed changes, and identify problems which impede scheduled progress.

The Contractor is to keep a Daily Log of the project. Contractor shall provide copy of contractor's daily log to owner for his files. Include the following information in the logs – *(continued)*

- | | |
|--------------------------------------|-------------------------------|
| 1. Work Completed | 5. Testing |
| 2. Sub-Contractors working | 6. Inspections |
| 3. Total number of employees working | 7. Products delivered to site |
| 4. Visitors to the site | 8. Weather conditions |

14. RECORD DRAWINGS:

Contractor to provide location on Drawings of underground utilities encountered during the project.

15. CONTRACTOR USE OF PREMISES:**A. Hours of Work:**

Contractor is free to work between the hours of 8:00 am and 5:00 PM, Monday through Friday. Weekend work or extended hours of work will be allowed only with prior written authorization by the Contract Administrator.

B. Legal Holidays:

The Contractor is not to work on Federal legal holidays. For the purpose of this contract, the legal holidays are:

All Federal Holiday
Indigenous Peoples Day
Juneteenth
Day after Thanksgiving
Christmas Eve

C. Temporary Water and Power:

Temporary water and electricity (120 volt low-amp circuit) are available at the site. The Contractor shall be responsible to provide safe and effective temporary power connections at locations approved with Owner. Electricity and water shall be paid by the Owner to the extent required to perform the work. Wasted utilities shall be paid by the Contractor.

D. Existing Utilities:

Each contractor shall become familiar with the existing utilities associated with the project work as to their locations and shall coordinate with the local utilities prior to any excavations.

All costs incurred by the contractor in locating and protecting existing utilities that are directly related to the construction activities shall be included in the lump sum indicated on the Bid Form.

- E. Resident Notification:**
Homes for Good will notify tenants of work being performed.
- F. Toilet Facilities:**
The Contractor shall provide and service temporary portable toilet facilities at no additional cost to the owner.
- G. Contractor's On-Site Phone and Office:**
The Contractor is responsible to provide a means of communication by which the Contract Administrator may reach him/her at all times during normal working hours by phone.
- a) There is no office space or phone service available on the site for the Contractor's use.
 - b) The Contractor may erect, at his/her option, a temporary field office on the site, within the construction limits of the job (the location to be coordinated with the Contract Administrator).
 - c) The phone may be mobile - but must be available at the site during all times work is performed.
- H. Demolition and Garbage Collection:**
Contractor shall either provide a dumpster / drop box for debris or shall daily collect and haul demolition debris off site. No debris will be allowed to accumulate. All disposal fees shall be the responsibility of the contractor.
- I. Site Access and Fire Egress:**
The Contractor shall keep access roads, parking areas, and loading areas clear. The Contractor shall be responsible to provide barricades, warning signs, flagmen or other traffic regulators as necessary, and where required by local ordinance. Contractor shall assure that access and egress for neighboring properties is available at all times. Should disruption be unavoidable, contractor shall provide alternative access routes and directional signage. Contractor shall assure that fire escape (egress) for this property is clear of all material, equipment, debris, and work related items under their control, at all times.
- J. Contractor Parking:**
Contractor and Sub-contractor parking is available at the project work site. Coordinate with Contract Administrator.
- K. Work Areas:**
Contractor will confine operations to areas immediately adjacent to the work being constructed or performed and other areas as acceptable to the Owner.
- L. Job Site Fence:**
If a fence is considered necessary by the Contractor, coordinate location with the Contract Administrator.
- N. Materials Storage Area:** Coordinate with Contract Administrator
- O. Off-Site Materials Storage:**
Contractor shall obtain and pay for the use of additional storage or work areas needed for operation. Off-site storage of products under this contract shall be held at a bonded

facility in the Eugene/Springfield Metro area or other location approved by the Contract Administrator if payment for materials, prior to installation, is requested. The Contract Administrator shall be informed of the location in writing, and shall be provided access to the off-site storage to determine the protection and safekeeping of said products prior to payment for the products, and at times prior to their installation.

16. SAFETY OF PERSONS AND PROPERTY

- A.** The Contractor shall be solely responsible for conditions of the job site, including safety of all persons and property during the performance of the Work. This requirement shall apply continuously, at all times, and not be limited to normal working hours.

The duty of the Owner's representatives and agents are to conduct review of the Contractor's construction product and not intended to include review of the adequacy of the Contractor's safety measure in, on, or near the construction site.

- B.** Storage or use of explosives or other hazardous materials or unusual methods of construction are forbidden on Agency property without written request from the Contractor sent by certified mail, 30 days prior to their proposed use, and are forbidden without written approval from the Contract Administrator.
- C.** The Contractor shall provide temporary fencing, barricades, and other items necessary to provide safe and secure worksite areas. Contractor shall provide barricades, warning signs, flagmen, or other traffic regulators as required by local ordinance and governing agencies.
- D.** The Contractor shall provide ABC type emergency fire extinguishers of adequate quantity, readily available and properly maintained. Each contractor shall take precautions to prevent the possibility of fire resulting from construction operations, hazardous accumulations of rubbish and unsecured flammable materials.
- E.** The Contractor shall provide first aid facilities for construction personnel.
- F.** The Contractor shall cover and protect construction materials stored at the site.
- Contractor shall assume full responsibility for the protection and safekeeping of products under this contract, stored on the site; coordinate on-site storage locations and security with the Contract Administrator.

- G.** Contractor shall assume full responsibility against theft or damage of products and materials under this contract.

**17. CHANGE ORDER PROCESSING PROCEDURES:
Refer to HUD General Conditions Section 00710, Articles 28 and 29.**

The Contractor shall provide a complete cost accounting, and indicate new date of Substantial Completion if required due to the Change Order.

Contractor shall submit a written itemized list of labor and materials, and separate itemization for overhead and profit, with each Construction Change Order of all increases and decreases to the Contract.

The itemized breakdown shall include;

- a) A detailed list of labor (hours and labor rates),
- b) Actual costs for materials (each item and quantity), with invoices or written quotes,
- c) Other actual costs required due to the change (shipping, equipment rental, etc.),
- d) Itemization of any sub-contractor costs. All Sub-contractor costs shall have the same, complete, itemized cost breakdowns, in written form, and shall be included in the proposed Change Order cost.
- e) Plus a maximum of twenty percent (20%) allowable indirect costs (overhead) and profit. The Contractor's overhead and profit shall be limited to a combined twenty percent (20%) of the allowable costs.
- f) The Contractor shall not be allowed a profit on the profit received by any subcontractor.

Contractor shall submit additional copies of invoices, written quotes, and estimating sheets upon request of owner.

Contractor shall submit two signed copies of each Construction Change Order to the owner.

The Owner's Representative will authorize, **in writing**, all changes to the work and contract value. No change to the work is to progress until written approval is received by the Contractor and signed by the Contract Administrator. *No verbal communications will authorize changes to the Specifications, Drawings, Work, Values, Time, or Contract.*

An approved Change Order, signed by the Contract Administrator means that the work may proceed and payment for accepted work shall be made upon inclusion in a Contract Modification and proper billing.

The Owner will combine Approved Change Orders into a formal Contract Modification approximately once a month. The Contract Modification shall adjust the Contract Sum or Contract Time as applicable. The Contract Modification shall be signed by the Contractor and the Executive Director of Homes for Good Housing Agency, prior to billing.

**18. SUPERVISION:
Refer to HUD General Conditions Section 00710, Article 2, paragraph (c).**

A Contractor's representative shall be present or be duly represented at the site at all times when work is actually in progress by the Contractor's own employees, or any subcontractor or subcontractor's employees.

The Contractor's representative shall not be withdrawn from the work without due notice being given in writing. A competent replacement shall be named in writing and a timely change over accomplished so as not to impede the progress of the work.

The Contractor may authorize, in writing, a Subcontractor to work on the site as the Contractor's representative. In this case, the written authorization must be received prior to the original Contractor's representative being absent from the site. The Subcontractor is then representing the Contractor on the work site, and is the Contractor's representative.

All requirements, instructions and other communications given to the authorized representative by the Contract Administrator, shall be binding as if given to the Contractor.

The Contract Administrator may, in writing, require the Contractor to remove from the work any employee whom the Contract Administrator deems incompetent, careless, insubordinate, or otherwise objectionable or whose continued employment on the work is deemed by the Contract Administrator to be contrary to the Owner's interest.

19. WARRANTIES AND BONDS:

For equipment or component parts of equipment put into service during progress of construction, Contractor shall submit documents within 10 days after inspection and acceptance.

Other than the above item, Contractor shall make submittals within two days after date of substantial completion, prior to final request for payment.

For items of work, where acceptance is delayed materially beyond the date of Substantial Completion, Contractor shall provide updated submittal within ten days after acceptance listing the date of acceptance as the start of the warranty period.

Where items of the work require warranties, the final payment for that work will not be made until the warranty is submitted and approved.

20. EXISTING HAZARDOUS MATERIALS:

If during the project work, the Contractor discovers materials which the Contractor suspects are hazardous, the Contractor shall immediately clear and secure the worksite, and shall immediately contact the Architect and Contract Administrator in writing.

- a) The Owner shall obtain the services of a licensed environmental testing service to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to verify that it has been rendered harmless. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor.
- b) If after testing the materials reported by the Contractor, hazardous materials are found, that were not identified in the Documents as hazardous, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractors' reasonable additional costs of shut-down, delay, and start-up which shall be documented as provided in Article 17 of the Special Conditions.
- c) If after testing the materials reported by the Contractor, hazardous materials are not found, that were not identified in the Documents as hazardous, the Contract Time shall not be extended and the Contract Sum shall not be increased due to Contractors' additional costs of shut-down, delay, and/or start-up.

21. PLANTS, TREES, AND GRASSES:

Work may require the displacement of plants and trees. Where displacement is necessary, the Contractor is to carefully remove, store and replace materials, according to highest industry standards. Work shall be verified and coordinated with the Contract Administrator, prior to removal.

22. EXTERIOR AREAS:

All areas of gravel, asphalt, mulch, flatwork, fences, sidewalks, curbs, lawns or landscaping disturbed or destroyed resulting from the contract work shall be returned to the original condition or better.

23. DRUG FREE WORK ENVIRONMENT

All contractors and employees of contractors will maintain a drug free environment when performing work on or at the Agency location under contract. Refer to Section 00020 for further instructions.

END OF SECTION

Section 00826

APPLICABLE MINIMUM WAGE DETERMINATION

<p>DEPT. OF LABOR DAVIS BACON RESIDENTIAL CONSTRUCTION WAGE RATES</p>

In this section is an officially issued page which lists the applicable minimum wage rates prepared by the US Department of Labor, Wage & Hour Division.



QUICK CHECK:

1. The wage rate listing in this section indicates the minimum hourly rate plus fringe benefits to be paid to workers for work performed under this contract.
2. Wages are to be paid weekly to workers for hours worked on this contract.
3. Oregon overtime wage rate calculations apply instead of Federal. *(See next page)*

Please request any clarification or additional rates from the Agency.

CONTRACT CONDITIONS

RELATED TO MINIMUM WAGE RATES

WAGE PERIOD & PAYMENTS

Employers must pay to each employee subject to DOE Determined Wage Requirements, the full amount of wages due, free and clear and without subsequent deduction (except as otherwise provided by law or regulations). Wage payments must be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period may not be of any duration longer than weekly.

OVERTIME PAYMENT

Federal Prevailing wage rules, states that overtime is Paid after 40 hours worked in a standard work week.

When Oregon law stipulates payment of overtime, a contractor shall not require or permit any person to work more than 10 hours in any one day, or 40 hours in any one week except in case of necessity, emergency, or where public policy absolutely requires it, and in such cases the person shall be paid at least time and a half for:

- (a) All overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday, or
- (b) All overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday, and
- (c) All work performed on Saturday, Sunday, and on any legal holiday specified in ORS 279C.540. All work performed on the days specified in ORS 279B.020 (1) for non-public improvement contracts or ORS 279C.540(1) for public improvement contracts.

FRINGE BENEFITS

Fringe benefits can include health insurance premiums, retirement contributions, life insurance, vacation and other paid leave, as well as some contributions to training funds or union dues.

Fringe benefits do not include employer payments or contributions required by other Federal, State, or local laws, such as employer's contributions to Social Security.

PAYMENTS LIABILITY:

Contractor shall make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for in the contract, and shall be responsible for payment to such persons supplying labor or material to any subcontractor. Contractor and any subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

Contractor shall pay promptly all contributions or amounts due to the State Industrial Accident Fund and the State Unemployment Compensation Fund from contractor or any subcontractor in connection with the performance of the contract.

If contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a subcontractor by any person in connection with the public contract as such claim becomes due, Homes for Good Housing Agency may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the contractor or its surety from the obligation with respect to any unpaid claim. If the Homes for Good Housing Agency is unable to determine the

validity of any claim for labor or services furnished, the Homes for Good Housing 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 by the contractor or Homes for Good Housing Agency. There shall be no final acceptance of the work under the contract until all such claims have been resolved.

Contractor shall make payment promptly, as due, to any person, co-partnership, association or corporation furnishing medical, surgical, hospital or other needed care and attention, incident to sickness or injury, to the employees of contractor, of all sums which the contractor agreed to pay or collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing payment for such service.

PAYROLL RECORDS

SUBMISSION OF EMPLOYEE INFORMATION TO HOMES FOR GOOD HOUSING AGENCY

Prior to the start of work the Contractor and any subcontractors shall prepare and submit to the Agency an anticipated list of employees, with names, address, social security numbers, and the hourly rate of pay. When changes occur to the work crew, a written notice of that change shall be provided to the Agency within 7 days of the change. At the completion of the contract, Contractors will submit a final report detailing the names of the employees, the hourly rate of pay, and the gross earnings under the contract, with a certification that all employees and subcontractors have been paid-in-full for work performed.

RECORDS of the employees performing services for this contract will be maintained for three years and include the work classification, hourly rate of pay, work hours, and wages earned and paid. Payroll records pertaining to this contract are to be available for review by HUD or Homes for Good Housing Agency. Homes for Good Housing Agency is to be notified of any worker changes.

Contractor must make and maintain for 3 years from the completion of the work, records containing information demonstrating compliance with the prevailing wage rates. While most payroll records are thorough, HUD reminds contractors that their records must contain the following minimum records:

1. Employee full name, address and social security number
2. Work classification
3. Hourly rate of wages paid
4. Rate(s) of any fringe benefits provided to the employee (instead of cash payment)
5. Number of daily and weekly hours worked
6. Gross wages earned
7. Deductions taken
8. Net actual wages paid.

END OF SECTION

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 Bid 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: Bidders are requested to complete and submit with their bid, the Section 3 Certification included in the Bid Forms and also with this information.

SECTION 3 COMPLIANCE DATE: In such case as the Award is not from a Formal Bid Process, the contractor will be required to complete the form and submit it with the contract documents.

- 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 workers 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 workers 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 workers and Section 3 businesses 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 workers and Section 3 businesses.
- Where there are more qualified Section 3 workers than there are positions to be filled, maintaining a file of eligible qualified Section 3 workers 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 workers previously hired for employment opportunities.

SECTION 3 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 WORKER IS DEFINED AS:

Any worker who currently fits or when hired within the past five years fit at least one of the following:

- The worker’s income for the previous or annualized year is below the income limit established by HUD. (see attachment)
- The worker is employed by a Section 3 Business Concern
- The worker is a YouthBuild participant

A TARGETED SECTION WORKER IS DEFINED AS:

- A worker employed by a Section 3 Business Concern OR
- A worker who currently fits or when hired fit at least one of the following categories within the past five years:
 - A resident of public housing or HCV;
 - A resident of other public housing projects or Section 8 assisted housing managed by the PHA providing assistance; OR
 - A YouthBuild worker

A SECTION 3 BUSINESS CONCERN MEANS:

HUD has recently changed the definition of a Section 3 Business:

- At least 51% owned by a Homes for Good resident(s) or HCV participant(s)
- At least 51% owned by a low-income person(s)
- A business where low-income persons make up a minimum of 75% of the labor hours

HAVING READ THE SECTION 3 CLAUSE, I HEREBY CERTIFY THAT **I AM []** OR **AM NOT []** A SECTION 3 BUSINESS CONCERN. I HEREBY CERTIFY 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 WORKERS.

NAME OF COMPANY: _____

NAME OF SIGNER: _____
(PLEASE PRINT)

SIGNATURE: _____

DATE: _____

COMPLETE AND SUBMIT THIS FORM WITH DOCUMENTS



FY 2022 INCOME LIMITS DOCUMENTATION SYSTEM

[HUD.gov](#) [HUD User Home](#) [Data Sets](#) [Fair Market Rents](#) [Section 8 Income Limits](#) [MTSP Income Limits](#) [HUD LIHTC Database](#)

FY 2022 Income Limits Summary

Selecting any of the buttons labeled "Click for More Detail" will display detailed calculation steps for each of the various parameters.

FY 2022 Income Limit Area	Median Family Income Click for More Detail	FY 2022 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
Eugene-Springfield, OR MSA	\$84,000	Very Low (50%) Income Limits (\$) Click for More Detail	27,900	31,850	35,850	39,800	43,000	46,200	49,400	52,500
		Extremely Low Income Limits (\$)* Click for More Detail	16,750	19,150	23,030	27,750	32,470	37,190	41,910	46,630
		Low (80%) Income Limits (\$) Click for More Detail	44,600	51,000	57,350	63,700	68,800	73,900	79,000	84,100

NOTE: Lane County is part of the **Eugene-Springfield, OR MSA**, so all information presented here applies to all of the **Eugene-Springfield, OR MSA**.

The **Eugene-Springfield, OR MSA** contains the following areas: Lane County, OR;

* The FY 2014 Consolidated Appropriations Act changed the definition of extremely low-income to be the greater of 30/50ths (60 percent) of the Section 8 very low-income limit or the poverty guideline as [established by the Department of Health and Human Services \(HHS\)](#), provided that this amount is not greater than the Section 8 50% very low-income limit. Consequently, the extremely low income limits may equal the very low (50%) income limits.

Income Limit areas are based on FY 2022 Fair Market Rent (FMR) areas. For information on FMRs, please see our associated FY 2022 [Fair Market Rent documentation system](#).

For last year's Median Family Income and Income Limits, please see here:

[FY2021 Median Family Income and Income Limits for Eugene-Springfield, OR MSA](#)

Select a different county or county equivalent in Oregon:

Select any FY2022 HUD Metropolitan FMR Area's Income Limits:

Or press below to start over and select a different state:

Prepared by the [Program Parameters and Research Division](#), HUD.

SAMPLE FORMS

INDEX

These forms are included as examples for informational purposes and may be copied as needed.

FORM	PAGE
PRODUCT SUBSTITUTION FORM (USE 10 DAYS PRIOR TO BID DATE)	1
ADDENDUM RECEIPT	2
SUBCONTRACTOR DATA:	
LIST OF ANTICIPATED SUBCONTRACTORS	3
SECTION 3 CERTIFICATION	4
SUBCONTRACTOR INFORMATION	5-6
CONTRACTOR/SUBCONTRACTOR AGREEMENT	7
SOLE PROPRIETOR CERTIFICATION	8
PAYROLL REPORTING:	
HUD 5282 CERTIFICATE FROM CONTRACTOR APPOINTING OFFICER OR EMPLOYEE TO SUPERVISE PAYMENT OF EMPLOYEES <i>(submitted by contractor and each subcontractor with first payroll report)</i>	9
PAYROLL REPORTING FORM INSTRUCTIONS	10-12
PAYROLL REPORTING FORM WH-347	13-14
NOTICE TO LABOR UNION or WORKER'S REPRESENTATIVE (EOE)	15
PAY REQUEST FORMS:	
HUD 51000 SCHEDULE OF AMOUNTS FOR CONTRACT PAYMENTS HUD	16-17
51001 PERIODIC ESTIMATE FOR PARTIAL PAYMENT	18-19
HUD 51002 SCHEDULE OF CHANGE ORDERS <i>(submit with HUD 51001)</i>	20
HUD 51003 SCHEDULE OF MATERIALS STORED <i>(submit with HUD 51001)</i>	21
HUD 51004 SUMMARY OF MATERIALS STORED <i>(submit with HUD 51001)</i>	22
CONTRACT PROGRESS PAYMENT INSTRUCTIONS	23
COMPLETION CERTIFICATE:	
CONTRACTOR FINAL PAYMENT INFORMATION	24
CONTRACTOR'S RELEASE AND CERTIFICATION	25
CONTRACT PROGRESS PAYMENTS:	
PAYMENT REQUEST CERTIFICATION	26
	27
SAMPLE FORMS	28-35

SUBSTITUTION REQUEST

Use this form to request approval of a different product than specified.
To be considered, this must be received by the Agency no less than 10 days prior to Bid Due Date.

PROJECT: _____ CONTRACT #: _____ DATE: _____

WE HEREBY SUBMIT FOR YOUR CONSIDERATION THE FOLLOWING PRODUCT INSTEAD OF THE SPECIFIED ITEM FOR THE ABOVE PROJECT:

SECTION: _____ PAGE: _____ PARAGRAPH/LINE: _____ SPECIFIED ITEM: _____

PROPOSED SUBSTITUTION

ATTACH COMPLETE PRODUCT DESCRIPTION, DRAWINGS, PHOTOGRAPHS, PERFORMANCE AND TEST DATA, AND OTHER INFORMATION NECESSARY FOR EVALUATION.

- A. Will changes be required to design in order to properly install proposed substitution?
[] NO [] YES If yes, explain. _____
- B. What differences exists between proposed substitution and specified item? _____

- C. Does substitution affect drawing dimensions? [] NO [] YES If yes, explain. _____

- D. Will the undersigned pay for changes to the design, including engineering and drawing costs caused by requested substitution? [] NO [] YES
- E. What affect does substitution have on other trades? _____
- F. Does the Manufacturer's warranty of proposed substitution differ from that specified? [] NO [] YES
If yes, explain. _____
- G. Will substitution affect Progress Schedule? [] NO [] YES Explain how _____

- H. Will substitution cost more than the specified Product? [] NO [] YES Explain how much _____

- I. Will substitution require more license fees or royalties than specified product? [] NO [] YES If yes, explain. _____
- J. Will maintenance and service parts be locally available for substitution? [] NO [] YES If no, explain. _____

- K. Is the substituted product made or manufactured in America? [] NO [] YES If no, explain production, source and material differences. _____

ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	COST
Manufactured in America Product:			\$
Foreign Manufactured Product:			\$

NAME OF COMPANY: _____
 ADDRESS: _____ PHONE: (____) _____
 SUBMITTED BY: _____ TITLE: _____
 SIGNATURE OF REPRESENTATIVE: _____ DATE: _____

HOMES FOR GOOD HOUSING AGENCY

ADDENDA RECEIPT

FOR PROJECT#: _____

PROJECT TITLE: _____

ADDENDUM NUMBER: _____

DATED: _____

with pages numbered _____ through _____

BY MY SIGNATURE BELOW, I ACKNOWLEDGE THE FOLLOWING:

- RECEIPT OF THE NOTED ADDENDUM;
- THAT IT HAS BEEN FULLY REVIEWED;
- THAT ALL TERMS INCLUDED THEREIN ARE ACCEPTABLE

SIGNATURE: _____

TITLE: _____

DATE: _____

COMPLETE THIS FORM AND SUBMIT WITH BID DOCUMENTS OR USE FORM SENT WITH ADDENDUM

All bidders must complete and sign this form for each Addendum issued. The form is to be submitted with the bid documents. A bid may be considered non-responsive if a completed Addendum Receipt is not submitted with the bid, for each addendum issued.

LIST OF ANTICIPATED SUBCONTRACTORS

CONTRACTOR: _____ DATE: _____

Please complete the following information for subcontractors anticipated to work under the contract being awarded. Submit to Homes for Good Housing Agency prior to initiation of work.

NAME AND ADDRESS OF SUBCONTRACTOR	DOLLAR VALUE	CATEGORY/DIVISION OF WORK (painting, electrical, landscaping, etc.)
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	

SECTION 3 CERTIFICATION

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 WORKER IS DEFINED AS:

Any worker who currently fits or when hired within the past five years fit at least one of the following:

- The worker's income for the previous or annualized year is below the income limit established by HUD. (see attachment)
- The worker is employed by a Section 3 Business Concern
- The worker is a YouthBuild participant

A TARGETED SECTION WORKER IS DEFINED AS:

- A worker employed by a Section 3 Business Concern OR
- A worker who currently fits or when hired fit at least one of the following categories within the past five years:
 - A resident of public housing or HCV;
 - A resident of other public housing projects or Section 8 assisted housing managed by the PHA providing assistance; OR
 - A YouthBuild worker

A SECTION 3 BUSINESS CONCERN MEANS:

HUD has recently changed the definition of a Section 3 Business:

- At least 51% owned by a Homes for Good resident(s) or HCV participant(s)
- At least 51% owned by a low-income person(s)
- A business where low-income persons make up a minimum of 75% of the labor hours

HAVING READ THE SECTION 3 CLAUSE, I HEREBY CERTIFY THAT I **AM** [] OR **AM NOT** [] A SECTION 3 BUSINESS CONCERN. I HEREBY CERTIFY 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 WORKERS.

NAME OF COMPANY: _____

NAME OF SIGNER: _____
(PLEASE PRINT)

SIGNATURE: _____

DATE: _____

SUBCONTRACTOR INFORMATION & FORMS

There are forms to be submitted by the General Contractor, which are completed by each subcontractor working under a contract funded through Homes for Good Housing Agency. Submission is required **PRIOR** to start of work at the job site. *All documents prepared by subcontractors are to be submitted to the General Contractor, who will then forward a copy to Homes for Good. When a subcontractors documentation is incomplete, work will not be allowed to progress by that subcontractor.*

QUICK CHECK LIST OF SUBMITTALS REQUIRED:

1. All Certificates of Insurance
2. Subcontractor Agreement
3. Section 3 Certification
4. Sole Proprietor Statement (*if applicable*)
5. Authorization to Sign Wage Reports

1 **INSURANCE CERTIFICATES:** All contractors must provide current insurance certificates to the General Contractor, showing the General Contractor as a Certificate Holder. Homes for Good does not require that the General Contractor be named as “additional insured”. The required coverage per subcontractor is:

a. **General Liability:**

\$500,000 combined single limit for construction work on unoccupied units

\$1,000,000 combined single limit for construction work on occupied units

\$2,000,000 combined single limit for hazardous materials abatement

\$500,000 for any other work

Note that Excavators must include “Excavation Liability Coverage” listed on the insurance certificate.

b. **Auto Liability:**

\$500,000 per occurrence

c. **Worker’s Compensation:**

Per State Requirements

Note: If an insurance certificate expires during the contract period, it is the responsibility of the working Contractor to request that the Insurance Agent provide a renewal or updated current coverage certificate. Proof of current insurance by means of a certificate of insurance, must be on file with Homes for Good for work to be performed, or for the contractor to receive payment for work performed. Homes for Good will not pay for work performed by a contractor who is not adequately insured or has missing documentation.

2 **THE CONTRACTOR/SUBCONTRACTOR AGREEMENT FORM** (attached) is to be completed by every subcontractor working on a Homes for Good contract or job. Prior to a contractor working on the job site, the signed agreement form and all insurance certificates must be submitted to Homes for Good. A contractor will be refused access to the job site by the Agency if the documentation or insurance coverage is not on file and/or do not meet the requirements.

3 SECTION 3 CERTIFICATION: Most contractors who hire unemployed or low income people in Lane County can easily self-certify that they are a Section 3 employer. See the attached income guideline information. For further information regarding Section 3, please contact Teresa Hashagen at (541) 682-2562.

4 SOLE PROPRIETOR FORM (if applicable): A contractor is considered a sole-proprietor/owner operator if he/she does not have employees and/or does not carry Worker's Compensation insurance. In this case, the contractor is to complete the Homes for Good form "Sole Proprietor Certification Statement". When a contractor hires through a temporary employment agency, that agency becomes a lower tier subcontractor, and this same information is required from the temporary agency.

5 MINIMUM WAGE CONTRACT: Residential Davis Bacon Wage Payment and Reporting requirements apply to all work under the Homes for Good contract. An information and forms packet has been prepared by Homes for Good and supplied to the General Contractor for distribution to each subcontractor. It contains the information and reporting forms required. If you were not given one, please request it.

Under Davis Bacon Wage Regulations, all employees must be paid weekly for work performed on this contract. Completion of the reporting form WH-347 (or the BOLI form with Federal Certification), with submission to Homes for Good for each week of work, is a requirement under this contract. Any and all work hours on the job site are to be reported.

All Wage Reports must contain an original signature on the second page. The signature should be a company officer or owner. There is a form for appointing another person permission to sign those forms. That form is attached.

All information, forms and certificates requested in this packer are to be forwarded to the General Contractor, who forwards them to Homes for Good.

CONTRACTOR/SUBCONTRACTOR AGREEMENT
FOR HOMES FOR GOOD CONTRACT RECORDS

This form to be completed and signed by the General Contractor and Subcontractor authorized representatives.

This is not public information.

PROJECT NAME or LOCATION: _____ CONTRACT NUMBER: _____

THE GENERAL CONTRACTOR AND THE SUBCONTRACTOR ACKNOWLEDGES AND AGREES TO HAVING EXECUTED A CONTRACT FOR (TYPE OF WORK) _____ IN THE AMOUNT OF \$ _____ IN CONSIDERATION OF THE IDENTIFIED PROJECT.

SUBCONTRACTOR NAME: _____ PHONE: _____
 THE LEGAL BUSINESS NAME IS: _____
 THE MAILING ADDRESS IS: _____ CITY _____ ZIP CODE _____
 FEDERAL ID # _____ CCB EXPIRATION/LICENSE NO. _____

THIS COMPANY IS: (MARK ALL APPLICABLE)
 A SINGLE PROPRIETORSHIP
 A PARTNERSHIP
 A MINORITY BUSINESS ENTERPRISE (DESCRIBE) _____
 A COPORATION ORGANIZED AND LICENSED IN THE STATE OF _____
 OTHER ORGANIZATION (DESCRIBE) _____

THE NAME, TITLE AND ADDRESS OF THE OWNERS, PARTNERS OR OFFICERS OF THE SUBCONTRACTORS ARE:

NAME	TITLE	HOME ADDRESS
_____	_____	_____
_____	_____	_____

SUBCONTRACTOR AGREES:

1. To abide by terms and conditions of the Project Manual, Specifications and Drawings prepared by Homes for Good Housing Agency.
2. That this agreement covers Federally funded work and a lien cannot be placed against the property or Homes for Good.
3. That contract terms include payment of minimum wage rates as listed in the Project Manual, and to complete and file timely and accurate Wage Reporting for all work performed under this contract.
4. To provide certificates of current insurance coverage in the amount required by Homes for Good.
5. To complete the Section 3 certification form.
6. To provide a Drug-Free Work Place, according to the Code of Federal regulations, Title 24, Vol. 1.
7. (and) That any correction of any infractions to the contract conditions or unacceptable work will be repaired or replaced during the contract period or warranty period, whichever is required.

GENERAL CONTRACTOR NAME: _____

SIGNATURE: _____ DATE: _____

SUBCONTRACTOR SIGNER'S NAME: _____

SIGNATURE: _____ DATE: _____

SOLE PROPRIETOR CERTIFICATION STATEMENT

(COMPLETE AND SIGN)

Under the rules of the State of Oregon, Contractor warrants that he/she qualifies as a Sole Proprietor and certifies to the following:

1. It is the intent of this Contractor to perform all work under this contract by the owner(s) of the company.
2. In that no employees are presently employed by the Contractor; Worker's Compensation insurance is not presently in force.
3. At such time as employees are hired, Contractor warrants that Workers Compensation insurance meeting the State of Oregon minimum requirements will be obtained prior to employees commencing work.
4. That proof of Worker's Compensation insurance will be provided to the Agency prior to the employee commencing work on this contract.
5. That if subcontractors are hired for work under this contract, Contractor will provide the Agency with a copy of the written agreement between the Contractor and Subcontractor. Subcontractor will provide copies of all insurance, meeting or exceeding the minimum requirements stipulated in the Project Manual, Section 00710, including Worker's Compensation insurance.
6. That any persons performing work for this contract at the Agency location will either be an owner(s), employee, or subcontractor and will be insured as required.
7. That I meet the State of Oregon criteria to qualify as a Business.

I CERTIFY THAT I MEET OR WILL MEET THE ABOVE LISTED QUALIFICATIONS:

Contractor's Business Name: _____

Name of Signer (printed): _____

Signature: _____ Date: _____

**Certificate from Contractor Appointing
Officer or Employee to Supervise
Payment of Employee**

**U.S. Department of Housing
and Urban Development**
Office of Public and Indian Housing

Project Name _____ Date (mm/dd/yyyy) _____

Location _____ Project No. _____

(I) (We) hereby certify that (I am) (we are) (the prime contractor) (a subcontractor) for _____

(specify "General Construction," "Plumbing," "Roofing," etc.) in connection with construction of the above-mentioned Low-Rent Housing Project,

and that (I) (we) have appointed _____, whose signature

appears below, to supervise the payment of (my) (our) employees beginning (Date: mm/dd/yyyy) _____ ;

That he/she is in a position to have full knowledge of the facts set forth in the payroll documents and in the statement of compliance

required by the so-called Kick-Back Statue which he/she is to execute with (my) (our) full authority and approval until such time as (I)

(we) submit to the (Name of Local Authority) _____

a new certificate appointing some other person for the purposes hereinabove stated.

(Identifying Signature of Appointee)

Attest (If required)

(Name of Firm or Corporation)

(Signature)

By _____
(Signature)

(Title)

(Title)

(Date: mm/dd/yyyy)

(Date: mm/dd/yyyy)

Note: This certificate must be execute by an authorized officer of a corporation or by a member of a partnership, and shall be executed prior to and be submitted with the first payroll. Should the appointee be changed, a new certificate must accompany the first payroll for which the new appointee executes a statement of compliance required by the Kick-Back Statue.

Instructions For Completing Payroll Form, WH-347

General: Form WH-347 has been made available for the convenience of contractors and subcontractors required by their Federal or Federally-aided construction-type contracts and subcontracts to submit weekly payrolls. Properly filled out, this form will satisfy the requirements of Regulations, Parts 3 and 5 (29 C.F.R., Subtitle A), as to payrolls submitted in connection with contracts subject to the Davis-Bacon and related Acts.

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Under the Davis-Bacon and related Acts, the contractor is required to pay not less than prevailing wage, including fringe benefits, as predetermined by the Department of Labor. The contractor's obligation to pay fringe benefits may be met either by payment of the fringe benefits to bona fide benefit plans, funds or programs or by making payments to the covered workers (laborers and mechanics) as cash in lieu of fringe benefits.

This payroll provides for the contractor to show on the face of the payroll all monies to each worker, whether as basic rates or as cash in lieu of fringe benefits, and provides for the contractor's representation in the statement of compliance on the payroll (as shown on page 2) that he/she is paying for fringe benefits required by the contract and not paid as cash in lieu of fringe benefits. Detailed instructions concerning the preparation of the payroll follow:

Contractor or Subcontractor: Fill in your firm's name and check appropriate box.

Address: Fill in your firm's address.

Payroll No.: Beginning with the number "1", list the payroll number for the submission.

For Week Ending: List the workweek ending date.

Project and Location: Self-explanatory.

Project or Contract No.: Self-explanatory.

Column 1 - Name and Individual Identifying Number of Worker: Enter each worker's full name and an individual identifying number (e.g., last four digits of worker's social security number) on each weekly payroll submitted.

Column 2 - No. of Withholding Exemptions: This column is merely inserted for the employer's convenience and is not a requirement of Regulations, Part 3 and 5.

Column 3 - Work Classifications: List classification descriptive of work actually performed by each laborer or mechanic. Consult classification and minimum wage schedule set forth in contract specifications. If additional classifications are deemed necessary, see Contracting Officer or Agency representative. An individual may be shown as having worked in more than one classification provided an accurate breakdown of hours worked in each classification is maintained and shown on the submitted payroll by use of separate entries.

Column 4 - Hours worked: List the day and date and straight time and overtime hours worked in the applicable boxes. On all contracts subject to the Contract Work Hours Standard Act, enter hours worked in excess of 40 hours a week as "overtime".

Column 5 - Total: Self-explanatory

Column 6 - Rate of Pay (Including Fringe Benefits): In the "straight time" box for each worker, list the actual hourly rate paid for straight time worked, plus cash paid in lieu of fringe benefits paid. When recording the straight time hourly rate, any cash paid in lieu of fringe benefits may be shown separately from the basic rate. For example, "\$12.25/.40" would reflect a \$12.25 base hourly rate plus \$0.40 for fringe benefits. This is of assistance in correctly computing overtime. See "Fringe Benefits" below. When overtime is worked, show the overtime hourly rate paid plus any cash in lieu of fringe benefits paid in the "overtime" box for each worker; otherwise, you may skip this box. See "Fringe Benefits" below. Payment of not less than time and one-half the basic or regular rate paid is required for overtime under the Contract Work Hours Standard Act of 1962 if the prime contract exceeds \$100,000. In addition to paying no less than the predetermined rate for the classification which an individual works, the contractor must pay amounts predetermined as fringe benefits in the wage decision made part of the contract to approved fringe benefit plans, funds or programs or shall pay as cash in lieu of fringe benefits. See "FRINGE BENEFITS" below.

Column 7 - Gross Amount Earned: Enter gross amount earned on this project. If part of a worker's weekly wage was earned on projects other than the project described on this payroll, enter in column 7 first the amount earned on the Federal or Federally assisted project and then the gross amount earned during the week on all projects, thus "\$163.00/\$420.00" would reflect the earnings of a worker who earned \$163.00 on a Federally assisted construction project during a week in which \$420.00 was earned on all work.

Column 8 - Deductions: Five columns are provided for showing deductions made. If more than five deduction are involved, use the first four columns and show the balance deductions under "Other" column; show actual total under "Total Deductions" column; and in the attachment to the payroll describe the deduction(s) contained in the "Other" column. All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 C.F.R., Part 3. If an individual worked on other jobs in addition to this project, show actual deductions from his/her weekly gross wage, and indicate that deductions are based on his gross wages.

Column 9 - Net Wages Paid for Week: Self-explanatory.

Totals - Space has been left at the bottom of the columns so that totals may be shown if the contractor so desires. Statement Required by Regulations, Parts 3 and 5: While the "statement of compliance" need not be notarized, the statement (on page 2 of the payroll form) is subject to the penalties provided by 18 U.S.C. § 1001, namely, a fine, possible imprisonment of not more than 5 years, or both. Accordingly, the party signing this statement should have knowledge of the facts represented as true.

Items 1 and 2: Space has been provided between items (1) and (2) of the statement for describing any deductions made. If all deductions made are adequately described in the "Deductions" column above, state "See Deductions column in this payroll." See "FRINGE BENEFITS" below for instructions concerning filling out paragraph 4 of the statement.

Item 4 FRINGE BENEFITS - Contractors who pay all required fringe benefits: If paying all fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor, show the basic cash hourly rate and overtime rate paid to each worker on the face of the payroll and check paragraph 4(a) of the statement on page 2 of the WH-347 payroll form to indicate the payment. Note any exceptions in section 4(c).

Contractors who pay no fringe benefits: If not paying all fringe benefits to approved plans, funds, or programs in amounts of at least those that were determined in the applicable wage decision of the Secretary of Labor, pay any remaining fringe benefit amount to each laborer and mechanic and insert in the "straight time" of the "Rate of Pay" column of the payroll an amount not less than the predetermined rate for each classification plus the amount

of fringe benefits determined for each classification in the application wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringe benefits, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on basic or regular rate, plus the required cash in lieu of fringe benefits at the straight time rate. In addition, check paragraph 4(b) of the statement on page 2 the payroll form to indicate the payment of fringe benefits in cash directly to the workers. Note any exceptions in section 4(c).

Use of Section 4(c), Exceptions

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the covered worker as cash in lieu of fringe benefits. Enter any exceptions to section 4(a) or 4(b) in section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid each worker as cash in lieu of fringe benefits and the hourly amount paid to plans, funds, or programs as fringe benefits. The contractor must pay an amount not less than the predetermined rate plus cash in lieu of fringe benefits as shown in section 4(c) to each such individual for all hours worked (unless otherwise provided by applicable wage determination) on the Federal or Federally assisted project. Enter the rate paid and amount of cash paid in lieu of fringe benefits per hour in column 6 on the payroll. See paragraph on "Contractors who pay no fringe benefits" for computation of overtime rate.

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)



Rev. Dec. 2008

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

NAME OF CONTRACTOR	OR SUBCONTRACTOR	ADDRESS	OMB No.: 1235-0008 Expires: 02/28/2018
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PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT OR CONTRACT NO.
-------------	-----------------	----------------------	-------------------------

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT OR ST.	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK	
				HOURS WORKED EACH DAY										FICA	WITH- HOLDING TAX	OTHER	TOTAL DEDUCTIONS			
				MON	TUE	WED	THU	FRI	SAT	SUN										
			O																	
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

Date _____

I, _____ (Name of Signatory Party) _____ (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the _____ (Contractor or Subcontractor)

_____ ; that during the payroll period commencing on the _____ (Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full _____ (Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

— in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

— Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION
REMARKS:	
NAME AND TITLE	SIGNATURE
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.	

CONTRACT PROGRESS PAYMENTS

The forms in this packet are to be used when applying to Homes for Good Housing Agency for payments on HUD funded contracts.

Submit (1) set of completed forms, with original signature, to the Contract Administrator.

1. Payment certification form: Complete, sign & submit with every progress payment.
2. Schedule of Amounts for Contract Payments (HUD-51000): A Schedule of Values for payments is required at the beginning of the contract. Submit this for, or something similar, to the Contract Administrator.
3. Periodic Estimate for Partial Payment (HUD-51001): List the total value of work completed to date. These amounts increase with each progress payment. Use as many pages as needed.
4. Periodic Payment –page 2: This page calculates the values. Complete and sign.
5. Schedule of Change Orders (HUD 51002): List approved contract modifications and value of work completed to date. Value carries to Page 2 of the HUD-51001.
6. Schedule of Materials Stored (HUD 51003): for materials purchased and stored for the contract.
7. Summary of Materials Stored (HUD 51004): Subcontractor listing of materials purchased and stored.

Please note: there are electronic, fillable versions of the HUD 5 forms listed above located at: https://portal.hud.gov/hudportal/HUD?src=/program_offices/administration/hudclips/forms/hud5

Complete, sign, and submit this form with each progress payment request

PAYMENT REQUEST CERTIFICATION

TO: Homes for Good Housing Agency
100 W. 13th Avenue
Eugene, Oregon 97401

FROM: Contractor: _____
Address: _____

RE: Periodic Pay Request #: _____
For Period Ending: _____
Contract #: _____

I HEREBY CERTIFY, to the best of my knowledge and belief that:

- (1) The amounts requested are only for performance in accordance with the specifications, terms and conditions of the contract;
- (2) Payments to subcontractors and suppliers have been made from previous payments received under the contract and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreement; and,
- (3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.

SIGNATURE: _____

DATE: _____

Schedule of Amounts for Contract Payments

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0157
(Exp. 1/31/2017)

No progress payments shall be made to the contractor unless a schedule of amounts for contract payments in accordance with the construction contract is received.

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

Construction practices and HUD administrative requirements establish the need that HAs maintain certain records or submit certain documents in conjunction with the oversight of the award of construction contracts for the construction of new low-income housing developments or modernization of existing developments. These forms are used by HAs to provide information on the construction progress schedule and schedule of amounts for contract payments. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

Project Name and Location	Project Number
---------------------------	----------------

Name, Address, and Zip Code of Contractor

Nature of Contract	Contract Number
--------------------	-----------------

Approved for Contractor by	Title	Date (mm/dd/yyyy)
----------------------------	-------	-------------------

Approved for Architect by	Title	Date (mm/dd/yyyy)
---------------------------	-------	-------------------

Approved for Owner by	Title	Date (mm/dd/yyyy)
-----------------------	-------	-------------------

Item No. (1)	Description of Item (2)	Quantity (3)	Unit of Measure (4)	Unit Price in Place (5)	Amount of Sub-Item (6)	Amount of Principal Item (7)

Total Amount of Contract or Carried Forward	\$
--	----

To the best of my knowledge, all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Signature of authorized representative	Date signed (mm/dd/yyyy)
--	--------------------------

Instructions for Preparation of form HUD-51000

1. A separate breakdown is required for each project and prime contract instructions for preparation are given below.
 - a. **Heading.** Enter all identifying information required for both forms.
 - b. **Columns 1 and 2.** In column 1, enter the item numbers starting with No. 1, and in column 2 enter each principal division of work incorporated in the contract work.
 - (1) **Master List.** The Master list contains the basic items into which any construction contract may be subdivided for the purpose of preparing the Construction Progress Schedule and the Periodical Estimates for Partial Payments. Only those items shall be selected which apply to the particular contract. To ensure uniformity, no change shall be made in the item numbers. Generally, about 25 to 40 major items appear in a contract.
 - (2) **Items Subdivided.** In the Contractor's breakdown, against which all periodical estimates will be checked prior to payment, each major item must be subdivided into sub-items pertinent to the project involved and in agreement with the Contractor's intended basis for requesting monthly payments.
 - c. **Column 3.** Enter the total quantity for each sub-item of each principal division of work listed in the breakdown.
 - d. **Column 4.** Enter the appropriate unit of measure for each sub-item of work opposite the quantities described in column 3, such as "sq. ft., yd.," "tons," "lb.," "lumber per M/BM," "brickwork per M," etc., applicable to the particular sub-item. Items shown on "lump sum" or equivalent basis will be paid for only on completion of the whole item and not on a percentage of completion basis.
 - e. **Column 5.** Enter the unit price, in place, of each sub-item of work.
 - f. **Column 6.** Enter the amount of each sub-item obtained by multiplying the quantities in column 3 by the corresponding unit prices in column 5.
 - g. **Column 7.** Enter the amount of principal item only, obtained by adding the amounts of all sub-items of each principal division of work listed in column 6. Continue with the breakdown on form HUD-51000.
 - h. The "Schedule of Amounts for Contract Payments" shall be signed and dated in the space provided at the bottom of each sheet of the form by the individual who prepared the breakdown for the Contractor.
2. The minimum number of copies required for each submission for approval is an original and two copies. When approved, one fully approved copy will be returned to the Contractor.

Master List of Items

Item No.	Division of Work	Item No.	Division of Work	Item No.	Division of Work
	Bond	20	Rough Carpentry		Site Improvements
21	General Conditions 1	21	Metal Bucks	44	Retaining Walls
	Demolition & Clearing	22	Caulking	45	Storm Sewers
	Structures	23	Weatherstripping	46	Sanitary Sewers
	General Excavation	24	Lath & Plastering-Drywall	47	Water Distribution System
	Footing Excavation	25	Stucco	48	Gas Distribution System
	Backfill	26	Finish Carpentry	49	Electrical Distribution System
	Foundation Piles & Caissons	27	Finish Hardware	50	Street & Yard Lighting Fire &
	Concrete Foundations	28	Glass & Glazing	51	Police Alarm System Fire
	Concrete Superstructures	29	Metal Doors	52	Protection System Street
	Reinforcing Steel	30	Metal Base & Trim	53	Work
	Waterproofing & Dampproofing	31	Toilet Partitions	54	Yard Work
22	Spandrel Waterproofing	32	Floors	55	(Other)
	Structural Steel	33	Painting & Decorating	56	(Other)
	Masonry	34	Screens		Equipment
	Stonework	35	Plumbing	57	Shades & Drapery Rods
	Miscellaneous & Ornamental Metal	36	Heating	58	Ranges
1	Metal Windows	37	Ventilating System	59	Refrigerators
	Roofing	38	Electrical	60	Kitchen Cabinets & Work Tables
	Sheet Metal	39	Elevators	61	Laundry Equipment
		40	Elevator Enclosures—Metal	62	(Other)
		41	Incinerators—Masonry & Parts		Punch List 12
		42	(Other)	63	Lawns & Planting
		43	(Other)	64	

1 General Conditions should be 3% to 5% of contract amount.
 2 Punch List should be approximately 1/2 of 1% or \$30 per dwelling unit, whichever is greater.

Periodic Estimate for Partial Payment

**U.S. Department of Housing
and Urban Development**
Office of Public and Indian Housing

OMB Approval No. 2577-0157
(exp. 1/31/2017)

Submit original and one copy to the Public Housing Agency.
Complete instructions are on the back of this form.

Public reporting burden for this collection of information is estimated to average 3.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

This information is collected under the authority of Section 6(c) of the U.S Housing Act of 1937 and HUD regulations. HAs are responsible for contract administration to ensure that the work for project development is done in accordance with State laws and HUD requirements. The contractor/subcontractor reports provide details and summaries on payments, change orders, and schedule of materials stored for the project. The information will be used to ensure that the total development costs, identified in the ACC, are kept as low as possible and consistent with HUD construction requirements. Responses to the collection are necessary to obtain a benefit. The information requested does not lend itself to confidentiality.

Name of Public Housing Agency	Periodic Estimate Number	Period From (mm/dd/yyyy) To (mm/dd/yyyy)
-------------------------------	--------------------------	---

Location of Project	Project Number
---------------------	----------------

Name of Contractor	Contract Number
--------------------	-----------------

Item Number (1)	Description of Item (2)	Completed to Date (3)
		\$

Value of Contract Work Completed to Date (Transfer this total to line 5 on back of this sheet)	\$
---	-----------

Instructions

Headings. Enter all identifying data required. Periodic estimates must be numbered in sequence beginning with the number 1.

Columns 1 and 2. The "Item Number" and "Description of Item" must correspond to the number and descriptive title assigned to each principal division of work in the "Schedule of Amounts for Contract Payments", form HUD-51000.

Column 3. Enter the accumulated value of each principal division of work completed as of the closing date of the periodic estimate. Enter the total in the space provided.

Certifications. The certification of the contractor includes the analysis of amounts used to determine the net balance due. In the first paragraph, enter the name of the Public Housing Agency, the contractor, and the date of the contract. Enter the calculations used in arriving at the "Balance Due This Payment" on lines 1 through 16.

Enter the contractor's name and signature in the certification following line 16.

The latter portion of this certification relating to payment of legal rates of wages, is required by the contract before any payment may be made. However, if the contractor does not choose to certify on behalf of his/her subcontractors to wage payments made by them, he/she may modify the language to cover only himself /herself and attach a list of all subcontractors who employed labor on the site during the period covered by the Periodic Estimate, together with the individual certifications of each.

Certification of the Contractor or Duly Authorized Representative

According to the best of my knowledge and belief, I certify that all items and amounts shown on the other side of this form are correct; that all work has been performed and material supplied in full accordance with the items and conditions of the contract between the (name of owner)

_____ and (contractor) _____

dated (mm/dd/yyyy) _____, and duly authorized deviations, substitutions, alterations, and additions; that the following is a true and correct statement of the Contract Account up to and including the last day of the period covered by this estimate, and that no part of the "Balance Due This Payment" has been received.

1. Original Contract Amount \$ _____

Approved Change Orders:

2. Additions (Total from Col. 3, form HUD-51002) \$ _____
3. Deductions (Total from Col. 5, form HUD-51002) \$ _____ (net) \$ _____
4. Current Adjusted Contract Amount (line 1 plus or minus net) \$ _____

Computation of Balance Due this Payment

5. Value of Original Contract work completed to date (from other side of this form) \$ _____

Completed Under Approved Change Orders

6. Additions (from Col. 4, form HUD-51002) \$ _____
7. Deductions (from Col.5, form HUD-51002) \$ _____ (net) \$ _____
8. Total Value of Work in Place (line 5 plus or minus net line 7) \$ _____
9. **Less:** Retainage, _____% \$ _____
10. Net amount earned to date (line 8 less line 9) \$ _____
11. **Less:** Previously earned (line 10, last Periodic Estimate) \$ _____
12. **Net** amount due, work in place (line 10 less line 11) \$ _____

Value of Materials Properly Stored

13. At close of this period (from form HUD-51004) \$ _____
14. **Less:** Allowed last period \$ _____
15. Increase (decrease) from amount allowed last period \$ _____
16. **Balance Due This Payment** \$ _____

I further certify that all just and lawful bills against the undersigned and his/her subcontractors for labor, material, and equipment employed in the performance of this contract have been paid in full in accordance with the terms and conditions of this contract, and that the undersigned and his/her subcontractors have complied with, or that there is an honest dispute with respect to, the labor provisions of this contract.

Name of Contractor	Signature of Authorized Representative	Title	Date (mm/dd/yyyy)

Certificate of Authorized Project Representative and of Contracting Officer

Each of us certifies that he/she has checked and verified this Periodic Estimate No. _____; that to the best of his/her knowledge and belief it is a true statement of the value of work performed and material supplied by the contractor; that all work and material included in this estimate has been inspected by him/her or by his/her authorized assistants; and that such work has been performed or supplied in full accordance with the drawings and specifications, the terms and conditions of the contract, and duly authorized deviations, substitutions, alterations, and additions, all of which have been duly approved.

We, therefore, approve as the "Balance Due this Payment" the amount of \$ _____

Authorized Project Representative	Date (mm/dd/yyyy)	Contracting Officer	Date (mm/dd/yyyy)

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Schedule of Change Orders

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0157
(exp. 1/31/2017)

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

This information is collected under the authority of Section 6(c) of the U.S Housing Act of 1937 and HUD regulations. HAs are responsible for contract administration to ensure that the work for project development is done in accordance with State laws and HUD requirements. The contractor/subcontractor reports provide details and summaries on payments, change orders, and schedule of materials stored for the project. The information will be used to ensure that the total development costs, identified in the ACC, are kept as low as possible and consistent with HUD construction requirements. Responses to the collection are necessary to obtain a benefit. The information requested does not lend itself to confidentiality.

Instructions: Contractors use this form for reporting the details of approved Change Orders. Attach an original (or a copy) to each copy of the Periodic Estimate for Partial Payment (form HUD-51001) submission, and send to the Public Housing Agency. Complete all entries. Only Change Orders which bear the signatures required by the contract are to be recorded.

Name of Public Housing Agency	Supporting Periodic Estimate for Partial Payment Number	Period From (mm/dd/yyyy) to (mm/dd/yyyy)
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Location of Project	Project Number
---------------------	----------------

Name of Contractor	Contract Number
--------------------	-----------------

Approved Change Orders		Additions		Deductions
Change Order Number (1)	Dated (mm/dd/yyyy) (2)	Total Amount of Change Order (3)	Value of Work Completed to Date (4)	Total Amount of Change Order (5)
		\$	\$	\$
Totals		\$	\$	\$

Authorized Project Representative	Date (mm/dd/yyyy)
-----------------------------------	-------------------

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Schedule of Materials Stored

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0157
(exp. 1/31/2017)

Public reporting burden for this collection of information is estimated to average 1.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

This information is collected under the authority of Section 6(c) of the U.S Housing Act of 1937 and HUD regulations. HAs are responsible for contract administration to ensure that the work for project development is done in accordance with State laws and HUD requirements. The contractor/subcontractor reports provide details and summaries on payments, change orders, and schedule of materials stored for the project. The information will be used to ensure that the total development costs, identified in the ACC, are kept as low as possible and consistent with HUD construction requirements. Responses to the collection are necessary to obtain a benefit. The information requested does not lend itself to confidentiality.

Instructions: This form is to be used to support the Periodic Estimate for Partial Payment (form HUD-51001). The contractor must prepare a separate schedule for his/her materials and for those of his/her subcontractors. Attach an original (or a copy) to each copy of the Summary of Materials Stored (form HUD-51004). Enter all identifying data and list materials stored. The listing of materials stored must correspond to the arrangement established on the Schedule of Contract Payments (form HUD-51000) and each item will be keyed by corresponding item number. This form must be signed as noted.

Name of Public Housing Agency	Supporting Periodic Estimate for Partial Payment Number	Period From (mm/dd/yyyy) To (mm/dd/yyyy)
-------------------------------	--	---

Name and Location of Project	Project Number
------------------------------	----------------

Name of General Contractor	Contract Number
----------------------------	-----------------

Name of Subcontractor	Subcontract Number
-----------------------	--------------------

Item Number*	Description and Quality	Quantity	Unit of Measure	Unit Price at Site	Total Price
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Amount Carried Forward \$

--	--	--	--	--	--

Total Amount or Amount Carried Forward \$

Prepared by (Contractor's Representative)	Date (mm/dd/yyyy)	Checked by (Owner's Representative)	Date (mm/dd/yyyy)
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Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)



Summary of Materials Stored

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0157
(exp. 01/31/2017)

Public reporting burden for this collection of information is estimated to average 2.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

This information is collected under the authority of Section 6(c) of the U.S Housing Act of 1937 and HUD regulations. HAs are responsible for contract administration to ensure that the work for project development is done in accordance with State laws and HUD requirements. The contractor/subcontractor reports provide details and summaries on payments, change orders, and schedule of materials stored for the project. The information will be used to ensure that the total development costs, identified in the ACC, are kept as low as possible and consistent with HUD construction requirements. Responses to the collection are necessary to obtain a benefit. The information requested does not lend itself to confidentiality.

Instructions: This form is for the Contractor to summarize the value of materials stored at the site (as shown on the schedule, form HUD-51003). Use a separate line for the contractor and each of his/her subcontractors. Prepare an original and one copy, attach form HUD-51003, and send to the Public Housing Agency with the Periodic Estimate for Partial Payment, form HUD-51001. **Payment Value.** No more than 90 percent of the estimated value of the stored materials will be allowed, and only the net amount will be carried to line 13 on the back of the Periodic Estimate for Partial Payment, form HUD-51001.

Signatures. This form must be signed by those employees of the contractor and of the Public Housing Agency who prepare and check the Schedule of Materials Stored, form HUD-51003.

Name of Public Housing Agency	Supporting Periodic Estimate for Partial Payment Number	Period From (mm/dd/yyyy)	To (mm/dd/yyyy)
-------------------------------	---	--------------------------	-----------------

Location of Project	Project Number
---------------------	----------------

Name of General Contractor	Contract Number
----------------------------	-----------------

Name of General Contractor or Subcontractor	Amounts
---	---------

General Contractor	\$
--------------------	----

Subcontractors	\$
----------------	----

	Total	\$
	Less 10%	\$
	Net	\$

Prepared by	Date (mm/dd/yyyy)	Checked by	Date (mm/dd/yyyy)
-------------	-------------------	------------	-------------------

I certify that I or my authorized representatives have examined and checked in detail the invoices representing the cost of materials set forth in appended "Schedule of Materials Stored", form HUD-51003, dated (mm/dd/yyyy) _____ submitted by _____ consisting of _____ sheets with an indicated cost of \$ _____, and find that the net unit prices set forth in the schedule are the same or less than the invoices examined, and that such materials were suitably stored at the site of the development as of (date)(mm/dd/yyyy) _____.

Name of Owner	By (Authorized Representative)	Title	Date (mm/dd/yyyy)
---------------	--------------------------------	-------	-------------------

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

CONTRACT PROGRESS PAYMENTS

The forms in this section are to be used when applying to Homes for Good for payments on HUD funded contracts.

The Schedule of Contract Payments, which is the first document in this section, is required to be submitted to Homes for Good prior to start of work on the contract.

The remaining forms in this group are to be completed and submitted to Homes for Good for each payment on completed work and for the Final Payment of the contract.

All progress payments will be processed with retainage held.

Submit completed forms in original format, with original signatures to:

Attn: *(Contract Administrator)*
Homes for Good
100 W. 13th Avenue
Eugene, OR 97401

CLOSE OUT OF CONTRACTS

FINAL CONSTRUCTION COMPLETION CERTIFICATION

When all work is complete under a construction contract agreement with Homes for Good, the form below is to be filled in, signed and forwarded to the Contract Administrator.

Other items needed for completion documentation may be any of the following:

- Final Payroll Reports, including the subcontractors reports
- Warranty information for products
- Instruction Manuals for any products
- “As Built” drawings. This is a set of the project’s printed drawings, marked with any changes from the original design

Also verify the requirements with your Contract Administrator.

SERVICE CONTRACTS

Contracts have an expiration date designated (on page one). That date is the final day of work performance. No other paperwork is required. Submit final billing invoice.

MATERIAL PURCHASES

Submit any manuals or warranty information to the procurement person in addition to an invoice billing.

CONTRACTOR'S RELEASE AND CERTIFICATION

CONTRACT NUMBER: _____ PROJECT TITLE: _____

LOCATION: _____

DESCRIPTION OF WORK: _____

THIS IS TO CERTIFY

(1) THAT THE ABOVE DESCRIBED WORK WAS COMPLETED IN ACCORDANCE WITH THE CONSTRUCTION CONTRACT DOCUMENTS INCLUDING MODIFICATIONS, EXCEPT ANY MINOR ITEMS IDENTIFIED IN THE FOLLOWING: (STATE ALL ITEMS IDENTIFIED IN THE FINAL INSPECTION REPORT BY THE ARCHITECT/ENGINEER OR OTHER AUTHORIZED PERSON)

None

(2) THAT THE TOTAL AMOUNT LEGALLY DUE FOR COMPLETE COMPENSATION FOR THE WORK IS (TOTAL CONTRACT VALUE) \$ _____, AND THAT THE FOLLOWING AMOUNT(S) IS (ARE) OUTSTANDING FOR UNSETTLED CLAIM(S) AGAINST HOMES FOR GOOD:

No Claims - contract balance due.

(3) THAT ALL WAGES PAID TO THE LABORERS AND/OR MECHANICS WERE CONSISTENT WITH THE WAGE RATE REQUIREMENTS OF THE CONSTRUCTION CONTRACT, AND THAT THERE ARE NO OUTSTANDING CLAIMS FOR UNPAID WAGES.

(4) THAT ALL APPLICABLE GUARANTIES AND WARRANTIES HAVE BEEN ASSIGNED TO HOMES FOR GOOD ; AND

(5) THAT HOMES FOR GOOD IS RELEASED FROM ALL CLAIMS RESULTING FROM ANY ACTIVITIES, PURCHASES, RENTS, OR ANY OTHER IN CONNECTION WITH THE ABOVE WORK.

(6) THAT ALL SUBCONTRACTORS AND SUPPLIERS WILL BE PAID IN FULL FOR THEIR RELATED WORK, WITHIN 30 DAYS OF RECEIPT OF FINAL PAYMENT FROM HOMES FOR GOOD.

(7) ACTUAL (FINAL) CONTRACT COMPLETION DATE WAS _____.

CONTRACTOR NAME & ADDRESS

_____ ZIP _____

CONTRACTOR'S SIGNATURE: _____ DATE _____

NOTARIZATION OF CONTRACTOR SIGNATURE * **Notary Public of Oregon:**

Subscribed and sworn to before me this _____ day of _____ 20 ____

My Commission Expires: _____

**SAMPLE FORMS
WITH NOTATIONS**

PAYMENT REQUEST FORMS

IMPORTANT NOTE: CONTRACTOR'S MAY SUBMIT PAY REQUESTS FOR ALL WORK COMPLETED AND ACCEPTED BY HOMES FOR GOOD HOUSING AGENCY. ALL WORK LISTED IN A PAY REQUEST MUST ALSO HAVE ACCEPTED WAGE REPORTS ON FILE WITH HOMES FOR GOOD HOUSING AGENCY COVERING THAT WORK PERIOD.

Periodic Estimate for Partial Payment

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0157
(exp. 1/31/2017)

Submit original and one copy to the Public Housing Agency.
Complete instructions are on the back of this form.

Public reporting burden for this collection of information is estimated to average 3.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

This information is collected under the authority of Section 6(c) of the U.S. Housing Act of 1937 and HUD regulations. HAs are responsible for contract administration to ensure that the work for project development is done in accordance with State laws and HUD requirements. The contractor/subcontractor reports provide details and summaries on payments, change orders, and schedule of materials stored for the project. The information will be used to ensure that the total development costs, identified in the ACC, are kept as low as possible and consistent with HUD construction requirements. Responses to the collection are necessary to obtain a benefit. The information requested does not lend itself to confidentiality.

Name of Public Housing Agency Homes for Good	Periodic Estimate Number ONE	Period From (mm/dd/yyyy) To (mm/dd/yyyy) 0/00/2006 9/00/2006
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Location of Project	Project Number
---------------------	----------------

Name of Contractor The Best Inc.	Contract Number 06-C-0000
--	-------------------------------------

Item Number (1)	Description of Item (2)	Completed to Date (3)
--------------------	----------------------------	--------------------------

Demo & Disposal
Flashing and rails
Concrete work
Framing, Trusses & Sheath
Windows
Siding & Tyvek
Doors & Closets
Insulation
Roofing
Plumbing
Electrical
Mechanical
Skylights
Interior Trim
Sheetrock
Counters and Cabinet Install
Painting
Flooring
Appliances Installation
Bracing, Caulk, Seal
Window Coverings
Bath Accessories
Cleaning & Utilities
Gutters
SaniPac/Disposal
Site: Soil, Turf
Temporary Fence
Permanent Fence
Supervision
Overhead
Profit

In this area, list all the budget line items from the approved schedule of values.

\$
13,900
3,250
11,500
36,800
2,741
9,024
4,200
2,474
4,876
8,900
14,000
262
776
6,500
1,000
120
250
1,500
1,500
12,240
13,524

This column is to record the value of work, per each budget line, which has been completed to the ending date listed under "Period" above.

These amounts will increase with each additional billing submission

Value of Contract Work Completed to Date (Transfer this total to line 5 on back of this sheet)	\$149,518.76
---	---------------------

Instructions

Headings. Enter all identifying data required. Periodic estimates must be numbered in sequence beginning with the number 1.

Columns 1 and 2. The "Item Number" and "Description of Item" must correspond to the number and descriptive title assigned to each principal division of work in the "Schedule of Amounts for Contract Payments", form HUD-51000.

Column 3. Enter the accumulated value of each principal division of work completed as of the closing date of the periodic estimate. Enter the total in the space provided.

Certifications. The certification of the contractor includes the analysis of amounts used to determine the net balance due. In the first paragraph, enter the name of the Public Housing Agency, the contractor, and the date of the contract. Enter the calculations used in arriving at the "Balance Due This Payment" on lines 1 through 16.

Enter the contractor's name and signature in the certification following line 16. The latter portion of this certification relating to payment of legal rates of wages, is required by the contract before any payment may be made. However, if the contractor does not choose to certify on behalf of his/her subcontractors to wage payments made by them, he/she may modify the language to cover only himself /herself and attach a list of all subcontractors who employed labor on the site during the period covered by the Periodic Estimate, together with the individual certifications of each.

Certification of the Contractor or Duly Authorized Representative

According to the best of my knowledge and belief, I certify that all items and amounts shown on the other side of this form are correct; that all work has been performed and material supplied in full accordance with the items and conditions of the contract between the (name of owner) Homes for Good and (contractor) The Best Inc.

dated (mm/dd/yyyy) 00/00/2006, and duly authorized deviations, substitutions, alterations, and additions; that the following is a true and correct statement of the Contract Account up to and including the last day of the period covered by this estimate, and that no part of the "Balance Due This Payment" has been received.

1. Original Contract Amount \$ 195,750.00

Approved Change Orders: (THIS REFERS TO SIGNED CONTRACT MODIFICATIONS)

2. Additions (Total from Col. 3, form HUD-51002) \$ 2,315.00
 3. Deductions (Total from Col. 5, form HUD-51002) \$ 0 (net) \$ 2,315.00
 4. Current Adjusted Contract Amount (line 1 plus or minus net) \$ 198,065.00

Computation of Balance Due this Payment

5. Value of Original Contract work completed to date (from other side of this form) \$ 149,518.76

Completed Under Approved Change Orders (ALSO COMPLETE THE ATTACHED HUD 51002)

6. Additions (from Col. 4, form HUD-51002) \$ 1,200.00
 7. Deductions (from Col.5, form HUD-51002) \$ 0 (net) \$ 1,200.00
 8. Total Value of Work in Place (line 5 plus or minus net line 7) \$ 150,718.76
 9. **Less:** Retainage, 5 % \$ 7,535.94
 10. Net amount earned to date (line 8 less line 9) \$ 143,182.83
 11. **Less:** Previously earned (line 10, last Periodic Estimate) \$ 0
 12. **Net** amount due, work in place (line 10 less line 11) \$ 143,182.83

Value of Materials Properly Stored (ALSO COMPLETE THE ATTACHED HUD 51003 & 510040 - attach invoice copies)

13. At close of this period (from form HUD-51004) \$ 531.90
 14. **Less:** Allowed last period \$ 0
 15. Increase (decrease) from amount allowed last period \$ 531.90
 16. **Balance Due This Payment** \$ 143,714.73

I further certify that all just and lawful bills against the undersigned and his/her subcontractors for labor, material, and equipment employed in the performance of this contract have been paid in full in accordance with the terms and conditions of this contract, and that the undersigned and his/her subcontractors have complied with, or that there is an honest dispute with respect to, the labor provisions of this contract.

BE SURE TO SIGN AND DATE

Name of Contractor	Signature of Authorized Representative	Title	Date (mm/dd/yyyy)
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Certificate of Authorized Project Representative and of Contracting Officer

Each of us certifies that he/she has checked and verified this Periodic Estimate No. _____; that to the best of his/her knowledge and belief it is a true statement of the value of work performed and material supplied by the contractor; that all work and material included in this estimate has been inspected by him/her or by his/her authorized assistants; and that such work has been performed or supplied in full accordance with the drawings and specifications, the terms and conditions of the contract, and duly authorized deviations, substitutions, alterations, and additions, all of which have been duly approved.

We, therefore, approve as the "Balance Due this Payment" the amount of \$ _____

Authorized Project Representative	Date (mm/dd/yyyy)	Contracting Officer	Date (mm/dd/yyyy)
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Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Schedule of Change Orders

**U.S. Department of Housing
and Urban Development**
Office of Public and Indian Housing

OMB Approval No. 2577-0157
(exp. 1/31/2017)

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

This information is collected under the authority of Section 6(c) of the U.S Housing Act of 1937 and HUD regulations. HAs are responsible for contract administration to ensure that the work for project development is done in accordance with State laws and HUD requirements. The contractor/subcontractor reports provide details and summaries on payments, change orders, and schedule of materials stored for the project. The information will be used to ensure that the total development costs, identified in the ACC, are kept as low as possible and consistent with HUD construction requirements. Responses to the collection are necessary to obtain a benefit. The information requested does not lend itself to confidentiality.

Instructions: Contractors use this form for reporting the details of approved Change Orders. Attach an original (or a copy) to each copy of the Periodic Estimate for Partial Payment (form HUD-51001) submission, and send to the Public Housing Agency. Complete all entries. Only Change Orders which bear the signatures required by the contract are to be recorded.

Name of Public Housing Agency Homes for Good	Supporting Periodic Estimate for Partial Payment Number ONE	Period From (mm/dd/yyyy) 0/00/2006	to (mm/dd/yyyy) 9/00/2006
Location of Project			Project Number
Name of Contractor The Best Inc.			Contract Number 06-C-0000

Approved Change Orders		Additions		Deductions
Change Order Number (1)	Dated (mm/dd/yyyy) (2)	Total Amount of Change Order (3)	Value of Work Completed to Date (4)	Total Amount of Change Order (5)
ONE	x/xx/2006	\$ 2,315.00	\$ 1,200.00	\$ 0.00
Totals		\$2,315.00	\$1,200.00	\$

Authorized Project Representative	Date (mm/dd/yyyy)
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form HUD-51002 (1/2014)

Previous editions are obsolete.

Schedule of Materials Stored

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0157
(exp. 1/31/2017)

Public reporting burden for this collection of information is estimated to average 1.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

This information is collected under the authority of Section 6(c) of the U.S Housing Act of 1937 and HUD regulations. HAs are responsible for contract administration to ensure that the work for project development is done in accordance with State laws and HUD requirements. The contractor/subcontractor reports provide details and summaries on payments, change orders, and schedule of materials stored for the project. The information will be used to ensure that the total development costs, identified in the ACC, are kept as low as possible and consistent with HUD construction requirements. Responses to the collection are necessary to obtain a benefit. The information requested does not lend itself to confidentiality.

Instructions: This form is to be used to support the Periodic Estimate for Partial Payment (form HUD-51001). The contractor must prepare a separate schedule for his/her materials and for those of his/her subcontractors. Attach an original (or a copy) to each copy of the Summary of Materials Stored (form HUD-51004). Enter all identifying data and list materials stored. The listing of materials stored must correspond to the arrangement established on the Schedule of Contract Payments (form HUD-51000) and each item will be keyed by corresponding item number. This form must be signed as noted.

Name of Public Housing Agency Homes for Good	Supporting Periodic Estimate for Partial Payment Number ONE	Period From (mm/dd/yyyy) 0/00/2006	To (mm/dd/yyyy) 09/00/2006
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Name and Location of Project	Project Number
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Name of General Contractor The Best Inc.	Contract Number 06-C-0000
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Name of Subcontractor	Subcontract Number
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Item Number*	Description and Quality	Quantity	Unit of Measure	Unit Price at Site	Total Price
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Amount Carried Forward					\$
	Bath lights	2		\$48.00	\$96.00
	Windows 36 x 45	3		\$165.00	\$495.00

This is for the optional payment of materials purchased and delivered but not yet installed as of the billing date.

Complete one of these forms for each subcontractor requesting advance on materials stored and another form for the General Contractor.

Attach copies of the invoices to support the materials listed.

Total Amount or Amount Carried Forward	BE SURE TO SIGN & DATE	\$591.00
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Prepared by (Contractor's Representative)	Date (mm/dd/yyyy)	Checked by (Owner's Representative)	Date (mm/dd/yyyy)
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Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Summary of Materials Stored

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0157
(exp. 01/31/2017)

Public reporting burden for this collection of information is estimated to average 2.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

This information is collected under the authority of Section 6(c) of the U.S Housing Act of 1937 and HUD regulations. HAs are responsible for contract administration to ensure that the work for project development is done in accordance with State laws and HUD requirements. The contractor/subcontractor reports provide details and summaries on payments, change orders, and schedule of materials stored for the project. The information will be used to ensure that the total development costs, identified in the ACC, are kept as low as possible and consistent with HUD construction requirements. Responses to the collection are necessary to obtain a benefit. The information requested does not lend itself to confidentiality.

Instructions: This form is for the Contractor to summarize the value of materials stored at the site (as shown on the schedule, form HUD-51003). Use a separate line for the contractor and each of his/her subcontractors. Prepare an original and one copy, attach form HUD-51003, and send to the Public Housing Agency with the Periodic Estimate for Partial Payment, form HUD-51001. **Payment Value.** No more than 90 percent of the estimated value of the stored materials will be allowed, and only the net amount will be carried to line 13 on the back of the Periodic Estimate for Partial Payment, form HUD-51001. **Signatures.** This form must be signed by those employees of the contractor and of the Public Housing Agency who prepare and check the Schedule of Materials Stored, form HUD-51003.

Name of Public Housing Agency	Supporting Periodic Estimate for Partial Payment Number	Period From (mm/dd/yyyy)	To (mm/dd/yyyy)
Homes for Good	ONE	0/00/2006	9/00/2006
Location of Project			Project Number
Name of General Contractor			Contract Number
The Best Inc			06-C-0000

Name of General Contractor or Subcontractor	Amounts
General Contractor	\$591.00

On this page individually list the total values from each HUD-51003, Subcontractor and the General Contractor's Schedule of Materials Stored.

Subcontractors	\$
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Total all values and deduct 5%***
***Per State of Oregon Procurement practices, retainage should be calculated at 5%

BE SURE TO SIGN & DATE

Total	\$591.00
Less 10%	\$29.55
Net	\$561.45

Prepared by	Date (mm/dd/yyyy)	Checked by	Date (mm/dd/yyyy)
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I certify that I or my authorized representatives have examined and checked in detail the invoices representing the cost of materials set forth in appended "Schedule of Materials Stored", form HUD-51003, dated (mm/dd/yyyy) _____ submitted by _____ consisting of _____ sheets with an indicated cost of \$ _____, and find that the net unit prices set forth in the schedule are the same or less than the invoices examined, and that such materials were suitably stored at the site of the development as of (date)(mm/dd/yyyy) _____.

Name of Owner	By (Authorized Representative)	Title	Date (mm/dd/yyyy)
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Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Complete, sign, and submit this form with each progress payment request

PAYMENT REQUEST

TO: Homes for Good Housing Agency
100 W. 13th Avenue
Eugene, Oregon 97401

FROM: Contractor: The Best Inc Address:
1234 Oak Street
Anytown, USA 97477

RE: Periodic Pay Request #: **ONE** For
Period Ending: _____
Contract #: **06-C-0000**



READ THIS FOR
COMPLIANCE

I HEREBY CERTIFY, to the best of my knowledge and belief that:

- (1) The amounts requested are only for performance in accordance with the specifications, terms and conditions of the contract;
- (2) Payments to subcontractors and suppliers have been made from previous payments received under the contract and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreement; and,
- (3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.

BE SURE TO SIGN & DATE



SIGNATURE: _____



DATE: _____