

PROJECT MANUAL & BID DOCUMENTS

#23-C-0027

LAURELWOOD REROOFS PHASE 2



100 W. 13th Avenue
Eugene, Oregon 97401

CONTRACT ADMINISTRATOR

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PROJECT #23-C-0027

LAURELWOOD REROOFS PHASE 2

PRE-BID MEETING:

THURSDAY, JULY 13, 2023, 11:00 AM

**Laurelwood Homes
1137 Maple Street (Parking Lot)
Florence, Oregon 97439**

BIDS DUE:

THURSDAY, JULY 27, 2023, 2:00 PM

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

#23-C-0027

LAURELWOOD REROOF PHASE 2

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REQUEST FOR BIDS

#23-C-0027

LAURELWOOD REROOFS PHASE 2

REQUEST FOR BIDS

The Agency (Homes for Good Housing Agency) will be accepting Bids from licensed, bonded, and properly insured contractors for the replacement of roofs at the Agency owned, Laurelwood Homes Apartments in Florence, 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, Site Map, 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 manual, specifications, and site map describing the work can be obtained from the Agency's website at <https://www.homesforgood.org/opportunities/contracts-and-vendors/bid-opportunities>

Work under these contracts is subject to **Davis Bacon- Residential**, General decision Number: **OR20230021 06/02/2023** Minimum wage rates.

1. PRE-BID MEETING:

The **pre-bid meeting will be held on Thursday, July 13, 2023, at 11 AM. The meeting address is 1137 Maple Street in Florence, 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 2:00 PM, Thursday, July 27, 2023.** 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.

Bid to include cost per 1/2" CDX sheet for unseen conditions that includes labor and materials.

3. SECURITY

Bid security in the amount of 5% of the bid is due at the time of bid submission for any bids over \$100,000.

4. CONTRACT ADMINISTRATION

The Contract Administrator for this solicitation is Jared L. Young. He may be contacted by writing to the Homes for Good Housing Agency, 100 W. 13th Ave, Eugene, OR 97401, by email at jyoung@homesforgood.org, or by phone at (541) 852-2879.

1. PROJECT DESCRIPTION

This work includes but is not limited to: removal and replacement of composition shingles, roofing components, along with keeping site clean and repairing/replacing roof sheathing.

Project Address:

See attached Site Map

Schedule:

The Agency expects to issue the Notice to Proceed effective approximately **Monday, August 7, 2023**. The Contractor will have **Three Hundred Sixty-Two (362)** calendar days from that date to complete the work. Final completion is anticipated to be no later than **Friday, August 2, 2024**.

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 OR20230021 06/02/2023**, 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:

The Bid and Construction Documents can be downloaded at:

<https://www.homesforgood.org/opportunities/contracts-and-vendors/bid-opportunities>

To request to receive the documents via email, please contact Jared Young at jyoung@homesforgood.org.

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 \$1,000,000 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)))

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

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 Form
3. Schedule of Values/Bid Breakdown

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

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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, accept 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
#23-C-0027
LAURELWOOD REROOFS PHASE 2

1. The undersigned, having familiarized them self (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 **Laurelwood Reroofs Phase 2** 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> <p>Cost per sheet to replace ½" CDX per sheet (includes labor and materials):</p> <p>\$ _____/sheet</p> <p>(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: LAURELWOOD REROOFS PHASE 2**BID CLOSING:** THURSDAY, JULY 27, 2023, 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

as principal, and _____

(NAME OF CONTRACTOR)

(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 _____ , 2011

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.

Non payment 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 _____, 2011

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

General Contract Conditions for Small Construction/Development Contracts

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB Approval No. 2577-0157 (exp. 1/31/2017)

Applicability. The following contract clauses are applicable and must be inserted into small construction/development contracts, greater than \$2,000 but not more than \$100,000.

1. Definitions

Terms used in this form are the same as defined in form HUD-5370

2. 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. The only liens on the PHA's property shall be the Declaration of Trust or other liens approved by HUD.

3. Disputes

- (a) Except for disputes arising under the **Labor Standards** clauses, 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.
- (b) 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.
- (c) The Contracting Officer shall, within 30 days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
- (d) 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 days after receipt of the Contracting Officer's decision.
- (e) 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.

4. 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 the 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 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; and
 - (2) The Contractor, within 10 days from the beginning of such delay 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 obligation of the parties will be the same as if the termination had been for convenience of the PHA.

5. Termination for Convenience

- (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.

6. 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 \$ **1,000,000** [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 \$**1,000,000** 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.

7. 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.

8. 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 an 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.

9. Examination and Retention of Contractor's Records

The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three 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.

10. Rights in Data and Patent Rights (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

11. Energy Efficiency

The Contractor shall comply with all 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 this contract is performed.

12. 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.
- (b) 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.

13. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the

qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected 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.

14. Labor Standards - Davis-Bacon and Related Acts

(a) Minimum Wages.

(1) All laborers and mechanics employed under this contract in the construction or development 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 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 the 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 prime 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) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S.

Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services (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.

- (e) 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.

- (f) 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.
- (g) 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.
- (h) Contract Termination; Debarment. A breach of the labor standards clauses in this contract may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.
- (i) 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.
- (j) 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.
- (k) 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.

(l) 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.

(m) Non-Federal Prevailing Wage Rates. Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under State 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:

- (i) 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;
- (ii) 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
- (iii) an applicable trainee wage rate based thereon specified in a DOL-certified trainee program.

INDEX**SPECIAL CONDITIONS TO CONTRACT****#23-C-0027****LAURELWOOD REROOFS PHASE 2**

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SPECIAL CONDITIONS

#23-C-0027

LAURELWOOD REROOFS PHASE 2

1. PROJECT SITE:

The project site is located in the Laurelwood Homes Apartments in Florence, Oregon.

Units included in this project include (See site map):

- 1327/1329/1351/1353/1377/1379 Tenth Street
- 1034/1038 Laurel Street
- 1314/1318/1334/1336/1362/1368 Eleventh Street

2. TIME FOR COMPLETION:

The Agency expects to issue the **Notice to Proceed effective Monday, August 7, 2023**. After mobilization the Contractor will have **Three Hundred Sixty-Two (362)** calendar days to complete the contract. **Final completion is expected no later than August 2, 2024.**

3. The Contractor is responsible for applying for and receiving 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 OR20230021 06/02/2023.

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

Site Map

8. TIME SCHEDULE FOR SUBMITTALS:

		ARCHITECT/ OWNER REVIEW IN	CONTRACTOR UPDATE & RESUBMIT
FIRST SUBMITTAL			
Construction Schedule	At time of Pre-construction Meeting	7 Days	3 Days
Schedule of Values (On Approved Form)	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 within **Three Hundred Sixty-Two (362)** calendar days.

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 Holidays
Day after Thanksgiving
Christmas Eve
Juneteenth
Indigenous People Day

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

#23-C-0027 Laurelwood Reroofs Phase 2 00800 - 6

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



SCOPE OF WORK

#23-C-0027

LAURELWOOD REROOFS PHASE 2

The project consists of replacing the roof on (3) buildings at the Agency owned Laurelwood Homes Apartments located in Florence, Oregon. Replace as described in this section, Manual, and Specifications.

The work will include, but is not limited to the following:

1. Remove and dispose of existing layer of composition shingle roof;
2. Prepare roof deck and install 15" ASTM underlayment with new metal drip edge around entire perimeter of roof. (Contract Administrator to select color);
3. Install a new Malarkey Highlander limited lifetime Class A fiberglass laminated composition shingle roof, fasten with coil nails. (or product equal to, provide manufacturers cut sheet and specification);
4. Provide and install new attic vents and plumbing pipe flashing; (match existing)
5. Provide and install new weather head flashings; (match existing)
6. Provide and install new 4-inch flapper vents; (match existing)
7. Install new edge flashing on all edges;
8. Clean ground and gutters of any debris from this work;
9. **Provide a price per sheet that includes labor and materials to replace 1/2" CDX plywood in cases of hidden conditions.**

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

"General Decision Number: OR20230021 06/02/2023

Superseded General Decision Number: OR20220021

State: Oregon

Construction Type: Residential

Counties: Benton and Lane Counties in Oregon.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
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If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.
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The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this

wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number Publication Date

0	01/06/2023
1	01/20/2023
2	02/24/2023
3	03/03/2023
4	03/10/2023
5	03/17/2023
6	04/07/2023
7	06/02/2023

BROR0001-002 06/01/2020

BENTON (South) AND LANE COUNTIES

	Rates	Fringes
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BRICKLAYER.....	\$ 41.20	22.39
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BROR0001-003 06/01/2020

BENTON (NORTH) COUNTY

	Rates	Fringes
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BRICKLAYER.....	\$ 41.20	22.39
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CARP1503-003 07/01/2022

	Rates	Fringes
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Carpenters:

Multi Unit.....	\$ 34.13	13.81
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Single Unit.....	\$ 31.42	13.81
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ELEC0280-007 01/01/2023

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

	Rates	Fringes
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ELECTRICIAN.....	\$ 37.54	17.84
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ELEC0932-009 01/01/2023

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

	Rates	Fringes
ELECTRICIAN.....	\$ 36.44	20.20

ENGI0701-019 01/01/2023		

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 54.13	16.65
GROUP 1A.....	\$ 56.29	16.65
GROUP 1B.....	\$ 58.45	16.65
GROUP 2.....	\$ 52.22	16.65
GROUP 3.....	\$ 51.07	16.65
GROUP 4.....	\$ 47.74	16.65
GROUP 5.....	\$ 46.50	16.65
GROUP 6.....	\$ 43.28	16.65

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

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

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

GROUP 3: HYDRAULIC CRANE: Hydraulic crane operator, 50 tons through 89 tons (without luffing or tower attachment); LATTICE BOOM CRANES: Lattice Boom Crane-50 through 89 tons (and less than 150 feet boom); EXCAVATOR: excavator over

80,000 lbs. through 130,000 lbs.; Rubber Tired Scraper: with tandem scrapers; self loading, paddle wheel, auger type, finish and/or 2 or more units.

GROUP 4: CRANE: Hydraulic Crane Operator, under 50 tons; LATTICE BOOM CRANE OPERATOR: Lattice Boom Crane Operator, under 50 tons; TRACKHOE/ EXCAVATOR-ROBOTIC: up to and including 20,000 lbs. with any or all attachments; Excavator Operator over 20,000 lbs through 80,000 lbs.; BLADE: Blade operator; Tractor operator with boom attachment; DRILLING: Churn Drill and Earth Boring Machine Operator; Directional Drill Operator over 20,000 lbs pullback; CRANE: Chicago boom and similar types; Boom type lifting device, 5 ton capacity or less; HYDRAULIC HOES EXCAVATOR: Robotic Hydraulic backhoe operator, track and wheel type up to and including 20,000 lbs. with any or all attachments; Asphalt Paver; Screed Operator; Rubber-Tired Scraper, single engine, single scraper.

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

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

Zone Differential (add to Zone 1 rates):

Zone 2 - \$3.00

Zone 3 - \$6.00

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

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

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

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

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

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

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

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

* LABO0737-006 06/01/2023

	Rates	Fringes
Laborers: (Mason Tender-Brick)...	\$ 41.29	16.80

* LABO0737-010 06/01/2023

	Rates	Fringes
Laborers:		
GROUP 2.....	\$ 37.41	16.80
GROUP 3.....	\$ 31.39	16.80

LABORER CLASSIFICATIONS:

GROUP 2: Grade Checker; Pipelayers

GROUP 3: Traffic Flaggers

PAIN0010-001 07/01/2022

	Rates	Fringes
Painters:		
SPRAY ONLY.....	\$ 30.72	14.04

PLAS0555-003 06/01/2022

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

CEMENT MASON/CONCRETE FINISHER...\$ 39.97 21.17

PLUM0290-004 04/01/2017

Rates Fringes

Plumbers.....\$ 30.67 27.03

* SUOR2009-019 10/16/2009

Rates Fringes

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

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

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

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

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

ROOFER.....\$ 12.00 ** 0.00

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

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

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

=====

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic

violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates

the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor

200 Constitution Avenue, N.W.
Washington, DC 20210

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

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

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

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

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

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

=====

END OF GENERAL DECISIO"

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 (\$)	27,900	31,850	35,850	39,800	43,000	46,200	49,400	52,500	
		Click for More Detail									
		Extremely Low Income Limits (\$)*	16,750	19,150	23,030	27,750	32,470	37,190	41,910	46,630	
		Click for More Detail									
		Low (80%) Income Limits (\$)	44,600	51,000	57,350	63,700	68,800	73,900	79,000	84,100	
		Click for More Detail									

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:

Hood River County
 Jackson County
 Jefferson County
 Josephine County
 Klamath County
 Lake County

Select county or county equivalent

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

Eugene-Springfield, OR MSA

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

Select a new state

Update URL For bookmarking or E-Mailing

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

SAMPLE FORMS

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

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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 CORPORATION 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.



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.
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(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
														FICA	WITH- HOLDING TAX			OTHER	TOTAL DEDUCTIONS	
				HOURS WORKED EACH DAY																
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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.

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)
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Approved for Owner by	Title	Date (mm/dd/yyyy)
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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	\$
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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)
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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
23	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 \2
		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)

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.

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)
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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)
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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)

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
--	--	---

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	13,900
	Flashing and rails	3,250
	Concrete work	11,500
	Framing, Trusses & Sheath	36,800
	Windows	2,741
	Siding & Tyvek	9,024
	Doors & Closets	4,200
	Insulation	2,474
	Roofing	4,876
	Plumbing	8,900
	Electrical	14,000
	Mechanical	262
	Skylights	776
	Interior Trim	
	Sheetrock	6,500
	Counters and Cabinet Install	
	Painting	1,000
	Flooring	
	Appliances Installation	
	Bracing, Caulk, Seal	
	Window Coverings	
	Bath Accessories	
	Cleaning & Utilities	120
	Gutters	
	SaniPac/Disposal	250
	Site: Soil, Turf	
	Temporary Fence	1,500
	Permanent Fence	
	Supervision	1,500
	Overhead	12,240
	Profit	13,524

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

**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) _____

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 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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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)
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	Supporting Periodic Estimate for Partial Payment Number	Period From (mm/dd/yyyy)	To (mm/dd/yyyy)
Homes for Good	ONE	0/00/2006	09/00/2006

Name and Location of Project	Project Number

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

Name of Subcontractor	Subcontract Number


Item Number*	Description and Quality	Quantity	Unit of Measure	Unit Price at Site	Total Price
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**

Prepared by (Contractor's Representative)	Date (mm/dd/yyyy)	Checked by (Owner's 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)

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
Subcontractors			\$
<div>On this page individually list the total values from each HUD-51003, Subcontractor and the General Contractor's Schedule of Materials Stored.</div>			
<div>Total all values and deduct 5%*** ***Per State of Oregon Procurement practices, retainage should be calculated at 5%</div>			Total
			\$591.00
			Less 10%
			\$29.55
<div>BE SURE TO SIGN & DATE</div>			Net
			\$561.45
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)
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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: _____