

April 25, 2024

BCC Agenda Date/Item: \_\_\_\_\_

Housing Authority Board of Commissioners  
 Clackamas County

**Approval of a Construction Contract with A-1 Quality Construction for Public Housing flooring repair and replacement as needed. Contract value not to exceed \$250,000 over 2 years. Funding is through US Department of Housing and Urban Development Capital Grant Funds. No County General Funds are involved.**

<b>Previous Board Action/Review</b>	Briefed at Issues – April 23, 2024		
<b>Performance Clackamas</b>	Ensuring safe, healthy, and secure communities by maintaining the Housing Authority’s Public Housing units.		
<b>Counsel Review</b>	Yes	<b>Procurement Review</b>	Yes
<b>Contact Person</b>	Toni Karter	<b>Contact Phone</b>	503-650-3139

**EXECUTIVE SUMMARY:** The Housing Authority of Clackamas County (HACC), a component unit within the Housing and Community Development Division of the Health, Housing and Human Services Department, requests approval of a construction contract with Philip Coates dba A-1 Quality Construction for on-call flooring replacement and repair. This work is needed to ensure Public Housing units are maintained to county standards and meet U.S. Department of Housing & Urban Development (HUD) requirements.

A-1 Quality Construction was selected through a competitive Request for Proposal process. The scope of work includes full and partial repair and replacement of flooring in Public Housing units on an as-needed basis. The last 2-year contract for on-call flooring services resulted in work performed at 34 different units during the contract period. Repairs or replacements bring flooring back to its original condition, make the unit more efficient, remove safety hazards, and allow the Housing Authority to achieve High Performer status.

Procurement for this project followed LCRB Rules and HACC procurement procedures, which align with county procurement procedures.

Funding is through the Department of Housing and Urban Development (HUD) capital grant funds for maintaining public housing units.

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**RECOMMENDATION:** Staff recommends that the Board approve the contract with Philip Coates dba A-1 Quality Construction. and authorize Commissioner Tootie Smith, Chair, to sign the agreement on behalf of the Housing Authority Board.

Respectfully submitted,

*Rodney A. Cook*

Rodney A. Cook  
Director of Health Housing and Human Services

**FORM OF CONTRACT**  
**PROJECT #24002**  
**Contract # c007-24**

THIS CONTRACT, effective upon signature of both parties, is made by and between **PHILLIP COATES dba A-1 QUALITY CONSTRUCTION (Contractor)**, a business entity authorized to do business in the State of Oregon, hereinafter called the "Contractor," and **the Housing Authority of Clackamas County** hereinafter call the "PHA."

WITNESSETH, that the Contractor and the PHA for the consideration stated herein mutually agreed as follows:

**ARTICLE 1. Statement of Work.** The Contractor shall furnish all labor, material, equipment and services, and perform and complete all work ("Work") described in the Contract Documents, defined below, or reasonably inferred therefrom, as required for completion of the **HACC WIDE FLOORING 2024-2026**, a prevailing wage project, **#24002**. Work shall be performed in strict accordance with this Contract and all Contract Documents, defined below, including the Scope of Work, HUD General Conditions, and any Addenda.

This Contract is on an "on-call" or "as-needed basis" for Work.

When the PHA wishes Contractor to perform the Work, PHA will submit a written task order detailing the particular scope of Work and the total compensation, pursuant to the rates set forth in this Contract. Contractor may not perform Work until PHA has issued the written task order.

No written task order shall modify or amend the terms and conditions of this Contract.

**ARTICLE 2. The Contract Price.** The PHA shall pay the Contractor for the performance of the Contract, in current funds, subject to additions and deductions as provided in the Scope of Work, a sum not to exceed two hundred fifty thousand dollars and zero cents. **(\$250,000.00)**.

**ARTICLE 3. Contract Dates.** The following critical dates are hereby set for the HACC WIDE FLOORING 2024-2026. Time is of the essence.

- A. START DATE: May 06, 2024
- B. SUBSTANTIAL COMPLETION DATE: N/A
- C. FINAL COMPLETION DATE: May 06, 2026

**ARTICLE 4. Contract Documents.** The Contract shall consist of the following component parts:

- a. This Agreement
- b. Bid Documents
- c. HUD General Conditions
- d. Addendum(s), if any
- e. Special Conditions
- f. Scope of Work

This instrument, together with the other documents enumerated in this Article 4, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, form the Contract. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this Article 4 shall govern, except as otherwise specifically stated. The

various provisions in Addenda shall be construed in the order of preference of the component part of the Contract which each modifies.

**ARTICLE 5.** Responsibility for Damages/Indemnity. Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay that may be caused by, or result from, the carrying out of the Work to be done under the Contract, or from any act, omission or neglect of the Contractor, its subcontractors, employees, guests, visitors, invitees and agents.

To the fullest extent permitted by law, Contractor shall indemnify, defend (with counsel approved by PHA) and hold harmless the PHA and its elected officials, officers, directors, agents, and employees (collectively "Indemnitees") from and against all liabilities, damages, losses, claims, expenses, demands and actions of any nature whatsoever which arise out of, result from or are related to: (a) any damage, injury, loss, expense, inconvenience or delay described in this Article 5; (b) any accident or occurrence which happens or is alleged to have happened in or about the project site or any place where the Work is being performed, or in the vicinity of either, at any time prior to the time the Work is fully completed in all respects; (c) any failure of the Contractor to observe or perform any duty or obligation under the Contract Documents which is to be observed or performed by the Contractor, or any breach of any agreement, representation or warranty of the Contractor contained in the Contract Documents or in any subcontract; (d) the negligent acts or omissions of the Contractor, a subcontractor or anyone directly or indirectly employed by them or any one of them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder (except to the extent otherwise void under ORS 30.140); and (e) any lien filed upon the project or bond claim in connection with the Work. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Article 5.

In claims against any person or entity indemnified under this Article 5 by an employee of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Article 5 shall not be limited on amount or type of damages, compensation or benefits payable by or for the Contractor or a subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

**ARTICLE 6.** No person shall be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as described in ORS 279C.100, the employee shall be paid at least time and a half pay for (1) all overtime in excess of eight hours in any one day or 40 hours in any one week if the work week is five consecutive days, Monday through Friday or (2) all overtime in excess of 10 hours in any one day or 40 hours in any one week if the work week is four consecutive days, Monday through Friday; and all work the employee performs on Saturday and on any legal holiday specified in ORS 279C.540. All subject employers working under this contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. Contractor shall comply with the prohibition set forth in ORS 652.220, compliance of which is a material element of the Contract and a failure to comply is a breach entitling PHA to terminate the Contract for cause.

**ARTICLE 7.** Under the provisions of ORS 279C.515, if the 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 this contract as the claim becomes due, the

proper officer representing the PHA may pay such claim to the person furnishing the labor or services and charge the amount of the payment against the funds due or to become due the Contractor by reason of the contract.

If the Contractor or a first-tier subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the public improvement contract within 30 days after receiving payment from the contracting agency or a contractor, the Contractor or first-tier subcontractor owes the person the amount due plus interest charges that begin at the end of the 10-day period within which payment is due under ORS 279C.580 (4) and that end upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest on the amount due is nine percent per annum. The amount of interest may not be waived.

If the Contractor or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

**ARTICLE 8.** The Contractor agrees to pay daily, weekly, weekend and holiday overtime as required by ORS 279C.520.

**ARTICLE 9.** The Contractor agrees that all employees/workers working on this project, whether employed by the Contractor or any subcontractor, shall be given written notice of the number of hours per day and days per week they may be required to work.

**ARTICLE 10.** The Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.

**ARTICLE 11.** The Contractors agrees to pay no less than the applicable state or federal prevailing wage rate, whichever is higher per ORS 279C.830(1)(b).

**ARTICLE 12.** The Contractor agrees to have a performance bond and payment bond in place before starting any work on the project per ORS 279C.380. The Contractor agrees to have filed a public works bond with the Construction Contractors Board before starting any work on the project.

**ARTICLE 13.** The Contractor agrees that every subcontract shall include a provision requiring all subcontractors to have a public works bond filed with the Construction Contractors Board before starting any work on the project per ORS 279C.830.

**ARTICLE 14.** Contractor certifies that both it and any of its subcontractors are (1) Registered to conduct business in the state of Oregon; (2) are actively licensed with the Oregon Construction Contractors Board; (3) are bonded and insured in amounts that meet or exceed the county's minimal requirements.

**ARTICLE 15.** CONTRACTOR shall:

- (1) Make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for in such contract.
- (2) Pay all contributions or amounts due the State Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the contract.
- (3) Not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
- (4) Pay to the Revenue Department all sums withheld from the employees pursuant to ORS 316.167.
- (5) Demonstrate that an employee drug testing program is in place.

**ARTICLE 16.** The Contractor shall include in each subcontract those provisions required under ORS 279C.580.

**ARTICLE 17.** For demolition tasks, if any, the Contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective.

**ARTICLE 18. Tax Laws.**

**18.1** The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Agreement, has faithfully complied with:

- a) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
- b) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor;
- c) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and
- d) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

**18.2** Contractor represents and warrants that, throughout the duration of this Agreement and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Agreement. Further, any violation of Contractor's warranty in this Agreement that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Agreement. Any violation shall entitle PHA to terminate this Agreement, to pursue and recover any and all damages that arise from the breach and the termination of this Agreement, and to pursue any or all of the remedies available under this Agreement, at law, or in equity, including but not limited to:

- a. Termination of this agreement, in whole or in part;

- b. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to PHA's setoff right, without penalty; and
- c. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. PHA shall be entitled to recover any and all damages suffered as the result of PHA's breach of this Agreement, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance.

These remedies are cumulative to the extent the remedies are not inconsistent, and PHA may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

**ARTICLE 19.** Reserved.

**ARTICLE 20.** Additional Terms

- (1) **Execution and Counterparts.** This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute one and the same instrument.
- (2) **Integration.** The Contract Documents constitute the entire agreement between the Parties. There are no other understandings, agreements or representations, oral or written, not specified herein regarding this Contract. Contractor, by the signature below of its authorized representative, hereby acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.
- (3) **Governing Law.** This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.
- (4) **Compliance with Applicable Law.** Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the Work to be done under this Contract including, but not limited to, compliance with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract and failure to comply is a material breach that entitles County to exercise any rights and remedies available under this Contract including, but not limited to, termination for default.
- (5) **Reserved.**
- (6) **Compliance with Applicable Funding Source Requirements.** Contractor shall further comply with any and all terms, conditions, and other obligations as may be required by the applicable State or Federal agencies providing funding for performance under this Contract, whether or not specifically referenced herein. Contractor agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to

perform under this Contract including, but not limited to, executing all additional documentation necessary for PHA to comply with applicable State or Federal funding requirements.

- (7) **Debt Limitation.** This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- (8) **No attorney fees.** No attorney fees shall be paid for or awarded to either party in the course of any dispute, indemnification, or other recovery. It is the intent of the parties that each shall bear the costs of its own legal counsel.
- (9) **Severability.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- (10) **No Third Party Beneficiaries.** PHA and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- (11) **Waiver.** The failure of PHA to enforce any provision of this Contract shall not constitute a waiver by PHA of that or any other provision.
- (12) **Merger.** This Contract constitutes the entire agreement between the parties with respect to the subject matter referenced therein. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. No amendment, consent, or waiver of terms of this Contract shall bind either party unless in writing and signed by all parties. Any such amendment, consent, or waiver shall be effective only in the specific instance and for the specific purpose given. Contractor, by the signature hereto of its authorized representative, is an independent contractor, acknowledges having read and understood this contract, and contractor agrees to be bound by its terms and conditions.
- (13) **Responsibility for Taxes.** Contractor is solely responsible for payment of any federal, state, or local taxes required as a result of the Agreement or the Work including, but not limited, to payment of the corporate activity tax imposed under enrolled HB 3427 (2019 Oregon regular legislative session).



By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

**HOUSING AUTHORITY OF  
CLACKAMAS COUNTY BOARD**

**Phillip Coates dba A-1 Quality  
Construction**

Contractor

 4-4-24

Contractor Authorized Representative's  
Signature / Date

**Phillip Coates, Owner**

Contractor Authorized Representative's  
Name / Title - Print or Type

**542-23-1285**

Federal I.D. Number

**14100 S. Carus Road, Oregon City, OR  
97045**

Business Address - Street, City, State, Zip

**143970**

State of Oregon CCB License Number

Chair, Tootie Smith

Commissioner, Ben West

Commissioner, Paul Savas

Commissioner, Martha Schrader

Commissioner, Mark Shull

Resident Commissioner, Ann Leenstra

Dated this \_\_\_ day of April, 2024.

Chair, Tootie Smith

Recording Secretary


Approved as to form

  
County Counsel

04/04/2024

**CERTIFICATION**

I Phillip Coates  
certify that I am the Owner  
at the corporation named as Contractor herein, that Phillip Coates  
who signed this Contract on behalf of the Contractor, was then Owner  
of said corporation; that said Contract was duly signed for and in behalf of said  
corporation by authority of its governing body, and is within the scope of its corporate  
powers.

 4-4-24  
Authorized Representative's Signature / Date

**Phillip Coates, Owner**  
Authorized Representative's Name / Title - Print or Type

**THE HOUSING AUTHORITY OF  
CLACKAMAS COUNTY**

P.O. BOX 1510; 13900 S. GAIN STREET; OREGON CITY, OREGON  
97045

**Invitation for Bids**

**HACC WIDE FLOORING – 2024-2026  
PROJECT #24002**

Funded by  
U.S. Department of Housing and Urban Development

Prepared by:  
The Housing Authority of Clackamas County  
P.O. Box 1510  
Oregon City, Oregon 97045  
503-650-3143

February 14, 2024

## **BID PACKAGE INDEX**

- 1.0 Invitation for Bids**
- 2.0 Form HUD-5369-B, Instructions to Bidders for Contracts, Public and Indian Housing Programs**
- 3.0 Form HUD-5369-C, Certifications, and Representations of Offerors Non-Construction Contract, Public and Indian Housing Programs**
- 4.0 Form HUD-5370-C Part 1& 2 General Contract Conditions Non-Construction, Public and Indian Housing Programs**
- 5.0 Form of Bid Bond**
- 6.0 Form of Contract**
- 7.0 Non-Collusive Affidavit**
- 8.0 Special Conditions and Wage Determination**
- 9.0 Certification Form - Economic Opportunities for Low and Very Low Income Persons (Section 3)**
- 10.0 Bid Form**
- 11.0 Disclosure of First Tier Subcontractors**
- 12.0 Scope of Work**
- 13.0 Detailed Specifications, as follows:**

### **DIVISION 01**

**01001 General Requirements**

### **DIVISION 09**

**09650 – Flooring**

**09680 – Carpet**

**NOTE: All requests for substitution must be received 5 days prior to bid due date. There will be no exceptions.**

## **1.0 Invitation for Bids**

## INVITATION FOR BIDS

The **Housing Authority of Clackamas County (HACC)** will receive bids for HACC WIDE FLOORING 2022-2024 AT PUBLIC HOUSING, a prevailing wage project, #24002 **until March 13, 2024 at 2:00 PM** at the Administration Office of the Housing Authority of Clackamas County (HACC), P.O. Box 1510, 13930 S. Gain Street, Oregon City, Oregon 97045. **The Disclosure of First-Tier Subcontract form shall be received by 4:00 PM, March 13, 2024. At 2:01 PM, March 13, 2024, all bids will be publicly opened and read aloud.**

Brief Work Description: Remove/replace existing carpet, resilient flooring, VCT, and underlayment, per the attached Scope of Work and Specifications. Contractor is asked to submit unit prices as detailed in the Bid Form. NOTE: This contract is an ON DEMAND CONTRACT. No minimum workload is guaranteed by HACC.

A Pre-bid meeting will be held on **February 28, 2024** at 9:00 a.m. at the Community Center at 13900 S. Gain Street, Oregon City, Oregon 97045.

Josh Teigen, HACC Capital Improvement Coordinator will receive all bids  
Questions: Shall be submitted in writing to HACC Attn: Josh Teigen. Fax: 503-650-3168. Questions submittal deadline shall be March 06, 2024 @ 2:00pm.

**Bid documents are only available electronically. You can find them on OREGON BUYS or by contacting Josh Teigen at [joshtei@co.clackamas.or.us](mailto:joshtei@co.clackamas.or.us)**

A certified check or bank draft, payable to Housing Authority of Clackamas County, U.S. Government bonds, or a satisfactory bid bond executed by the bidder and acceptable sureties in an amount equal to five percent of the bid shall be submitted with each bid.

Attention is called to the provisions for equal employment opportunity, economic opportunities for low and very low income persons, and payment of not less than the minimum salaries and wages as set forth in the specifications on this project.

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

- a. Retainage is 10 percent, not 5 percent.
- b. Interest will not accrue on retainage, and
- c. Bonds or securities may not be substituted as an alternate form of retainage.

The Housing Authority of Clackamas County reserves the right to reject any or all bids or to waive any informality in the bidding.

**All requests for substitution shall be received 5 days prior to bid due date. There will be no exceptions.**

No bid shall be withdrawn for a period of 60 days subsequent to the opening of bids without the consent of the Housing Authority of Clackamas County.

## **CONTRACTOR BIDDING REQUIREMENTS**

### **1. Submission Requirements:**

- a. To be considered responsive and responsible, each contractor shall respond to the following requirements. Responses must be specific and complete unto themselves. Any submittal that, in the opinion of HACC, does not fully and completely address these requirements will not be reviewed and bid may be considered non-responsive.

### **2. Minimum Requirements:**

- a. To be qualified to respond, contractors must not be debarred, suspended, or otherwise ineligible to contract with HACC, and must **not** be included on the General Services Administration's "List of Parties Excluded From Federal Procurement and Non-Procurement Programs" or the Department of Housing and Urban Development's "Limited Denial of Participation" list. In addition, contractors must have current and active registration in the State of Oregon Business Registry.

### **3. Similar Project Experience:**

- a. Describe your firm's relevant experience within the areas under the Scope of Work. Please describe your firm's experience as it relates to rehabilitation/modernization projects.
- b. Please describe your firm's specific experience working with Housing Authorities and/or Public Agencies. Describe in detail two public housing projects that your firm is currently working on and/or has completed in the last five years. Describe the scope of work and dollar value for each project.
- c. Please describe your firm's approach to managing multiple project work sites at any one time, and the firm's capacity to address competing project timelines.

### **4. References:**

- a. Provide (3) references, previous and/or current, including the name and title of the contact person, their mailing address, email address, phone number and fax number. If available, please provide one reference from a public housing authority or other public agency.

### **5. Firm Description:**

- a. Provide the firms history, organization and size including number of staff in each work area.
- b. Describe the overall staffing approach to be used in connection with this contract. Provide information regarding staff experience and qualifications that demonstrates the contractor's capacity to perform the required services.
- c. Provide the identity of the Project Manager that will be monitoring managing this project.
- d. Provide the firms history to complete projects on time by maintaining a weekly progress schedule and completing on budget.

### **6. Method of Award:**

- a. HACC will evaluate all responsive bids and award a contract to the lowest responsive responsible bidder based on lowest contract price. The information listed above will be part of the bid evaluation and shall be part of the consideration of a responsive contractors bid. If the bidder does not execute the contract, it will be awarded to the next lowest responsive bid. Failure to provide the information above may render contractors bid non-responsive. In determining the lowest contract price, HACC reserves the right to take into consideration any or all authorized base bids as well as alternates or combinations indicated in the bid form.
- b. HACC reserves the right to reject any and all bids and to waive minor informalities. The procedures for contract awards shall be in compliance with the provisions of the LCRB Rules in effect at that time.

**END OF SECTION - INVITATION FOR BIDS**

## **2.0 Form HUD-5369-B, Instructions to Bidders for Contracts, Public and Indian Housing Programs**



# Instructions to Offerors Non-Construction

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



- 03291 -

## 1. Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

## 2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

## 3. Amendments to Solicitations

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

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

- (1) signing and returning the amendment;
- (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
- (3) letter or telegram, or
- (4) facsimile, if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

## 4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

## 5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

- (2) Have a satisfactory performance record;
- (3) Have a satisfactory record of integrity and business ethics;
- (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

## 6. Late Submissions, Modifications, and Withdrawal of Offers

(a) Any offer 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 HA/ HUD that the late receipt was due solely to mishandling by the HA/ HUD after receipt at the HA;
- (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 U.S. Federal holidays; or
- (4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

(d) The only acceptable evidence to establish the date of mailing of a late offer, 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 offer, 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, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

(f) The only acceptable evidence to establish the date of mailing of a late offer, 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, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

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

(h) If this solicitation is a request for proposals, proposals 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 award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

#### **7. Contract Award**

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may

- (1) reject any or all offers if such action is in the HA's interest,
- (2) accept other than the lowest offer,
- (3) waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

#### **8. Service of Protest**

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

#### **9. Offer Submission**

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show **the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.**

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here:]

**3.0 Form HUD-5369-C,  
Representations, Certifications, and  
Other Statements of Bidders, Public  
and Indian Housing Programs**

# Certifications and Representations of Offerors

## Non-Construction Contract

Public reporting burden for this collection of information is estimated to average 5 minutes 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 form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offers to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. 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.

### 1. Contingent Fee Representation and Agreement

(a) The bidder/offeror represents and certifies as part of its bid/offer that, except for full-time bona fide employees working solely for the bidder/offeror, the bidder/offeror:

- (1)  has,  has not employed or retained any person or company to solicit or obtain this contract; and
- (2)  has,  has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) If the answer to either (a)(1) or (a) (2) above is affirmative, the bidder/offeror shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offeror shall give the PHA the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

### 2. Small, Minority, Women-Owned Business Concern Representation

The bidder/offeror represents and certifies as part of its bid/offer that it:

- (a)  is,  is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b)  is,  is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c)  is,  is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- |   |   |
|---|---|
| <input type="checkbox"/> Black Americans    | <input type="checkbox"/> Asian Pacific Americans  |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans   |
| <input type="checkbox"/> Native Americans   | <input type="checkbox"/> Hasidic Jewish Americans |

### 3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

(b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:

- (1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);  
(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

#### 4. Organizational Conflicts of Interest Certification

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

(i) Award of the contract may result in an unfair competitive advantage;

(ii) The Contractor's objectivity in performing the contract work may be impaired; or

(iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

(b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

(d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

#### 5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

#### 6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

#### 7. Offeror's Signature

The offeror hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

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Signature & Date:

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Typed or Printed Name:

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Title:

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**4.0 Form HUD-5370-C Part 1 & 2  
General Contract Conditions Non-  
Construction, Public and Indian  
Housing Programs**

# General Conditions for Non-Construction Contracts

## Section I – (With or without Maintenance Work)

### U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 11/30/2023)

Public Reporting Burden for this collection of information is estimated to average one 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. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

**Applicability. This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:**

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$150,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 905.100) **greater than \$2,000 but not more than \$150,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$150,000 – use Sections I and II.**

### Section I - Clauses for All Non-Construction Contracts greater than \$150,000

#### 1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the Housing Authority.
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

#### 2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

- proposal submitted before final payment of the contract.
- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
  - (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

#### 3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

#### 4. Examination and Retention of Contractor's Records

- (a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

- 
- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
- (i) appeals under the clause titled Disputes;
  - (ii) litigation or settlement of claims arising from the performance of this contract; or,
  - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

#### 5. Rights in Data (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.

#### 6. 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.

#### 7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section III, Labor Standards Provisions, including any claims for damages for the alleged breach there of 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 HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (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 the contract, and comply with any decision of the HA.

#### 8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

#### 9. Assignment of Contract

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

#### 10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

#### 11. Organizational Conflicts of Interest

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
- (i) Award of the contract may result in an unfair competitive advantage; or
  - (ii) The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

#### 12. Inspection and Acceptance

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any



product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

### 13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

### 14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

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

### 15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a

person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

## 16. Equal Employment Opportunity

During the performance of this contract, the

Contractor/Seller agrees as follows:

(a) The [contractor/seller] will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. The

[contractor/seller] will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b) The [contractor/seller] will, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, disability, or national origin.

(c) The [contractor/seller] will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the [contractor/seller]'s legal duty to furnish information.

(d) The [contractor/seller] will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the [contractor/seller]'s commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The [contractor/seller] will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The [contractor/seller] will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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

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

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

## 17. Equal Opportunity for Workers with Disabilities

1. The [contractor/seller] will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The [contractor/seller] agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices, including the following:

- i. Recruitment, advertising, and job application procedures;
- ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- iii. Rates of pay or any other form of compensation and changes in compensation;
- iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- v. Leaves of absence, sick leave, or any other leave;
- vi. Fringe benefits available by virtue of employment, whether or not administered by the [contractor/seller];
- vii. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- viii. Activities sponsored by the [contractor/seller] including social or recreational programs; and
- ix. Any other term, condition, or privilege of employment.

2. The [contractor/seller] agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

3. In the event of the [contractor/seller] noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

4. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the [contractor/seller]'s obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities.

The [contractor/seller] must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Braille or large print versions of the notice, or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the [contractor/seller], a [contractor/seller] will satisfy its posting obligations by posting such notices in an electronic format, provided that the [contractor/seller] provides computers, or access to computers, that can access the electronic posting to such employees, or the [contractor/seller] has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the [contractor/seller] to notify job applicants of their rights if the [contractor/seller] utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

5. The [contractor/seller] will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the [contractor/seller] is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, individuals with physical or mental disabilities.

6. The [contractor/seller] will include the provisions of this clause in every subcontract or purchase order in excess of \$ 10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director, Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7. The [contractor/seller] must, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

## 18. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

## 19. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

## 20. Other Contractors

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

## 21. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

## 22. 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) 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
- (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.

## 22. 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

# General Conditions for Non-Construction Contracts

## Section II – (With Maintenance Work)

### U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 11/30/2023)

Public Reporting Burden for this collection of information is estimated to average one 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. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

**Applicability. This form HUD-5370C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:**

- 1) Non-construction contracts (*without* maintenance) greater than \$150,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 905.200) greater than \$2,000 but not more than \$150,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$150,000 – use Sections I and II.

### Section II – Labor Standard Provisions for all Maintenance Contracts greater than \$2,000

#### 1. Minimum Wages

- (a) All maintenance laborers and mechanics employed under this Contract in the operation of the project(s) shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development which is attached hereto and made a part hereof. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. 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 classifications and wage rates approved by HUD under subparagraph 1(b), 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.
- (b) (i) Any class of laborers or mechanics 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 only when the following criteria have been met:
  - (1) The work to be performed by the classification required is not performed by a classification in the wage determination;
  - (2) The classification is utilized in the area by the industry; and
  - (3) The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.(ii) The wage rate determined pursuant to this paragraph 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.

#### 2. Withholding of funds

The Contracting Officer, upon his/her own action or upon request of HUD, shall withhold or cause to be withheld from the Contractor under this Contract or any other contract subject to HUD-determined wage rates, with the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor the full amount of wages required by this clause. In the event of failure to pay any laborer or mechanic employed under this Contract all or part of the wages required under this Contract, the Contracting Officer or HUD may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment or advance until such violations have ceased. The Public Housing Agency or HUD 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.

#### 3. Records

- (a) The Contractor and each subcontractor shall make and maintain for three (3) years from the completion of the work records containing the following for each laborer and mechanic:
  - (i) Name, address and Social Security Number;
  - (ii) Correct work classification or classifications;
  - (iii) Hourly rate or rates of monetary wages paid;
  - (iv) Rate or rates of any fringe benefits provided;
  - (v) Number of daily and weekly hours worked;
  - (vi) Gross wages earned;
  - (vii) Any deductions made; and
  - (viii) Actual wages paid.
- (b) The Contractor and each subcontractor shall make the records required under paragraph 3(a) available for inspection, copying, or transcription by authorized representatives of HUD or the HA and shall permit such representatives to interview employees during working hours on the job. If the Contractor or any subcontractor fails to make the required records 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.

#### 4. Apprentices and Trainees

- (a) Apprentices and trainees will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in:
  - (i) A bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration (ETA), 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/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; A

(ii) A trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or

(iii) A training/trainee program that has received prior approval by HUD.

- (b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.
- (c) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.
- (d) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.
- (e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

## 5. Disputes concerning labor standards

- (a) Disputes arising out of the labor standards provisions contained in Section II of this form HUD-5370-C, other than those in Paragraph 6, shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and the HA, or HUD, or the employees or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this section may be initiated upon HUD's own motion, upon referral of the HA, or upon request of the Contractor or subcontractor(s).
- (i) A Contractor and/or subcontractor or other interested party desiring reconsideration of findings of violation by the HA or HUD relating to the payment of straight-time prevailing wages or classification of work shall request such reconsideration by letter postmarked within 30 calendar days of the date of notice of findings issued by the HA or HUD. The request shall set

forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD). The HA or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.

- (b) Disputes arising out of the labor standards provisions of paragraph 6 shall not be subject to paragraph 5(a) of this form HUD-5370C. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this paragraph 5(b) include disputes between the Contractor (or any of its subcontractors) and the HA, HUD, the U.S. Department of Labor, or the employees or their representatives.

## 6. Contract Work Hours and Safety Standards Act

The provisions of this paragraph 6 are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" includes watchmen and guards.

- (a) **Overtime requirements.** No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the provisions set forth in paragraph 6(a), the Contractor and any

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subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to the District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions set forth in paragraph (a) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

- (c) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such Contract or any federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

## **7. Subcontracts**

The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this Section II 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 the provisions contained in these clauses.

## **8. 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, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.



## **5.0 Form of Bid Bond**

**FORM OF**

**BID BOND**

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

\_\_\_\_\_ (name of Principal)

as PRINCIPAL, and

\_\_\_\_\_, as SURETY

(name of Surety)

are held and firmly bound unto **Housing Authority of Clackamas County, Oregon** hereinafter called the "LHA" 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 assign, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying bid, dated \_\_\_\_\_, for

**HACC WIDE FLOORING 2024-2026 PROJECT #24002**

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 therefor, 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 the LHA 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 to LHA the difference between the amount specified in said bid and the amount for which the LHA 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-bounded parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_. 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 presence of:

\_\_\_\_\_  
(Individual Principal) (SEAL)

\_\_\_\_\_  
(Business address) (SEAL)

\_\_\_\_\_  
(Individual Principal) (SEAL)

\_\_\_\_\_  
(Business Address) (SEAL)

\_\_\_\_\_  
(SEAL)

Attest: \_\_\_\_\_  
(Corporate Principal)

\_\_\_\_\_  
(Business address) (SEAL)

By \_\_\_\_\_ Affix  
Corporate Seal

Attest: \_\_\_\_\_

\_\_\_\_\_  
(Corporate Surety) (SEAL)

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

By \_\_\_\_\_ Affix  
Corporate Seal

(POWER-OF-ATTORNEY FOR PERSON SIGNING FOR SURETY COMPANY MUST BE ATTACHED TO BOND)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, \_\_\_\_\_, certify that I am the  
\_\_\_\_\_ Secretary 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 this governing body.

\_\_\_\_\_  
(Corporate Seal)

## **6.0 Form of Contract**

**FORM OF CONTRACT**  
**PROJECT #24002**  
**Contract # cxxx-xx**

THIS CONTRACT, effective upon signature of both parties, is made by and between **(Contractor)**, a business entity authorized to do business in the State of Oregon, hereinafter called the "Contractor," and **the Housing Authority of Clackamas County** hereinafter call the "PHA."

WITNESSETH, that the Contractor and the PHA for the consideration stated herein mutually agreed as follows:

**ARTICLE 1.** Statement of Work. The Contractor shall furnish all labor, material, equipment and services, and perform and complete all work ("Work") described in the Contract Documents, defined below, or reasonably inferred therefrom, as required for completion of the **HACC WIDE FLOORING 2024-2026**, a prevailing wage project, **#24002**. Work shall be performed in strict accordance with this Contract and all Contract Documents, defined below, including the Scope of Work, HUD General Conditions, and any Addenda.

This Contract is on an "on-call" or "as-needed basis" for Work.

When the PHA wishes Contractor to perform the Work, PHA will submit a written task order detailing the particular scope of Work and the total compensation, pursuant to the rates set forth in this Contract. Contractor may not perform Work until PHA has issued the written task order.

No written task order shall modify or amend the terms and conditions of this Contract.

**ARTICLE 2.** The Contract Price. The PHA shall pay the Contractor for the performance of the Contract, in current funds, subject to additions and deductions as provided in the Scope of Work, a sum not to exceed. (**\$ \_\_\_\_\_**).

**ARTICLE 3. Contract Dates.** The following critical dates are hereby set for the HACC WIDE FLOORING 2024-2026. Time is of the essence.

- A. START DATE: May 01, 2024
- B. SUBSTANTIAL COMPLETION DATE: N/A
- C. FINAL COMPLETION DATE: May 01, 2026

**ARTICLE 4.** Contract Documents. The Contract shall consist of the following component parts:

- a. This Agreement
- b. Bid Documents
- c. HUD General Conditions
- d. Addendum(s), if any
- e. Special Conditions
- f. Scope of Work

This instrument, together with the other documents enumerated in this Article 4, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, form the Contract. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this Article 4 shall govern, except as otherwise specifically stated. The

various provisions in Addenda shall be construed in the order of preference of the component part of the Contract which each modifies.

**ARTICLE 5.** Responsibility for Damages/Indemnity. Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay that may be caused by, or result from, the carrying out of the Work to be done under the Contract, or from any act, omission or neglect of the Contractor, its subcontractors, employees, guests, visitors, invitees and agents.

To the fullest extent permitted by law, Contractor shall indemnify, defend (with counsel approved by PHA) and hold harmless the PHA and its elected officials, officers, directors, agents, and employees (collectively "Indemnitees") from and against all liabilities, damages, losses, claims, expenses, demands and actions of any nature whatsoever which arise out of, result from or are related to: (a) any damage, injury, loss, expense, inconvenience or delay described in this Article 5; (b) any accident or occurrence which happens or is alleged to have happened in or about the project site or any place where the Work is being performed, or in the vicinity of either, at any time prior to the time the Work is fully completed in all respects; (c) any failure of the Contractor to observe or perform any duty or obligation under the Contract Documents which is to be observed or performed by the Contractor, or any breach of any agreement, representation or warranty of the Contractor contained in the Contract Documents or in any subcontract; (d) the negligent acts or omissions of the Contractor, a subcontractor or anyone directly or indirectly employed by them or any one of them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder (except to the extent otherwise void under ORS 30.140); and (e) any lien filed upon the project or bond claim in connection with the Work. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Article 5.

In claims against any person or entity indemnified under this Article 5 by an employee of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Article 5 shall not be limited on amount or type of damages, compensation or benefits payable by or for the Contractor or a subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

**ARTICLE 6.** No person shall be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as described in ORS 279C.100, the employee shall be paid at least time and a half pay for (1) all overtime in excess of eight hours in any one day or 40 hours in any one week if the work week is five consecutive days, Monday through Friday or (2) all overtime in excess of 10 hours in any one day or 40 hours in any one week if the work week is four consecutive days, Monday through Friday; and all work the employee performs on Saturday and on any legal holiday specified in ORS 279C.540. All subject employers working under this contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. Contractor shall comply with the prohibition set forth in ORS 652.220, compliance of which is a material element of the Contract and a failure to comply is a breach entitling PHA to terminate the Contract for cause.

**ARTICLE 7.** Under the provisions of ORS 279C.515, if the 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 this contract as the claim becomes due, the

proper officer representing the PHA may pay such claim to the person furnishing the labor or services and charge the amount of the payment against the funds due or to become due the Contractor by reason of the contract.

If the Contractor or a first-tier subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the public improvement contract within 30 days after receiving payment from the contracting agency or a contractor, the Contractor or first-tier subcontractor owes the person the amount due plus interest charges that begin at the end of the 10-day period within which payment is due under ORS 279C.580 (4) and that end upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest on the amount due is nine percent per annum. The amount of interest may not be waived.

If the Contractor or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

**ARTICLE 8.** The Contractor agrees to pay daily, weekly, weekend and holiday overtime as required by ORS 279C.520.

**ARTICLE 9.** The Contractor agrees that all employees/workers working on this project, whether employed by the Contractor or any subcontractor, shall be given written notice of the number of hours per day and days per week they may be required to work.

**ARTICLE 10.** The Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.

**ARTICLE 11.** The Contractors agrees to pay no less than the applicable state or federal prevailing wage rate, whichever is higher per ORS 279C.830(1)(b).

**ARTICLE 12.** The Contractor agrees to have a performance bond and payment bond in place before starting any work on the project per ORS 279C.380. The Contractor agrees to have filed a public works bond with the Construction Contractors Board before starting any work on the project.

**ARTICLE 13.** The Contractor agrees that every subcontract shall include a provision requiring all subcontractors to have a public works bond filed with the Construction Contractors Board before starting any work on the project per ORS 279C.830.

**ARTICLE 14.** Contractor certifies that both it and any of its subcontractors are (1) Registered to conduct business in the state of Oregon; (2) are actively licensed with the Oregon Construction Contractors Board; (3) are bonded and insured in amounts that meet or exceed the county's minimal requirements.

**ARTICLE 15.** CONTRACTOR shall:

- (1) Make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for in such contract.
- (2) Pay all contributions or amounts due the State Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the contract.
- (3) Not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
- (4) Pay to the Revenue Department all sums withheld from the employees pursuant to ORS 316.167.
- (5) Demonstrate that an employee drug testing program is in place.

**ARTICLE 16.** The Contractor shall include in each subcontract those provisions required under ORS 279C.580.

**ARTICLE 17.** For demolition tasks, if any, the Contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective.

**ARTICLE 18.** Tax Laws.

**18.1** The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Agreement, has faithfully complied with:

- a) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
- b) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor;
- c) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and
- d) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

**18.2** Contractor represents and warrants that, throughout the duration of this Agreement and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Agreement. Further, any violation of Contractor's warranty in this Agreement that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Agreement. Any violation shall entitle PHA to terminate this Agreement, to pursue and recover any and all damages that arise from the breach and the termination of this Agreement, and to pursue any or all of the remedies available under this Agreement, at law, or in equity, including but not limited to:

- a. Termination of this agreement, in whole or in part;



b. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to PHA's setoff right, without penalty; and

c. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. PHA shall be entitled to recover any and all damages suffered as the result of PHA's breach of this Agreement, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance.

These remedies are cumulative to the extent the remedies are not inconsistent, and PHA may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

**ARTICLE 19.** Reserved.

**ARTICLE 20.** Additional Terms

- (1) **Execution and Counterparts.** This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute one and the same instrument.
- (2) **Integration.** The Contract Documents constitute the entire agreement between the Parties. There are no other understandings, agreements or representations, oral or written, not specified herein regarding this Contract. Contractor, by the signature below of its authorized representative, hereby acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.
- (3) **Governing Law.** This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.
- (4) **Compliance with Applicable Law.** Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the Work to be done under this Contract including, but not limited to, compliance with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract and failure to comply is a material breach that entitles County to exercise any rights and remedies available under this Contract including, but not limited to, termination for default.
- (5) **Reserved.**
- (6) **Compliance with Applicable Funding Source Requirements.** Contractor shall further comply with any and all terms, conditions, and other obligations as may be required by the applicable State or Federal agencies providing funding for performance under this Contract, whether or not specifically referenced herein. Contractor agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to

perform under this Contract including, but not limited to, executing all additional documentation necessary for PHA to comply with applicable State or Federal funding requirements.

- (7) **Debt Limitation.** This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- (8) **No attorney fees.** No attorney fees shall be paid for or awarded to either party in the course of any dispute, indemnification, or other recovery. It is the intent of the parties that each shall bear the costs of its own legal counsel.
- (9) **Severability.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- (10) **No Third Party Beneficiaries.** PHA and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- (11) **Waiver.** The failure of PHA to enforce any provision of this Contract shall not constitute a waiver by PHA of that or any other provision.
- (12) **Merger.** This Contract constitutes the entire agreement between the parties with respect to the subject matter referenced therein. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. No amendment, consent, or waiver of terms of this Contract shall bind either party unless in writing and signed by all parties. Any such amendment, consent, or waiver shall be effective only in the specific instance and for the specific purpose given. Contractor, by the signature hereto of its authorized representative, is an independent contractor, acknowledges having read and understood this contract, and contractor agrees to be bound by its terms and conditions.
- (13) **Responsibility for Taxes.** Contractor is solely responsible for payment of any federal, state, or local taxes required as a result of the Agreement or the Work including, but not limited, to payment of the corporate activity tax imposed under enrolled HB 3427 (2019 Oregon regular legislative session).

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

**HOUSING AUTHORITY OF  
CLACKAMAS COUNTY BOARD**

\_\_\_\_\_  
Contractor

Chair, Tootie Smith  
Commissioner, Ben West  
Commissioner, Paul Savas  
Commissioner, Martha Schrader  
Commissioner, Mark Shull  
Resident Commissioner, Ann Leenstra

\_\_\_\_\_  
Contractor Authorized Representative's  
Signature / Date

\_\_\_\_\_  
Contractor Authorized Representative's  
Name / Title - Print or Type

Dated this \_\_\_\_ day of April, 2024.

\_\_\_\_\_  
Federal I.D. Number

\_\_\_\_\_  
Chair, Tootie Smith

\_\_\_\_\_  
Business Address - Street, City, State, Zip

\_\_\_\_\_  
State of Oregon CCB License Number

\_\_\_\_\_  
Recording Secretary

Approved as to form

\_\_\_\_\_  
County Counsel

**CERTIFICATION**

I \_\_\_\_\_  
certify that I am the \_\_\_\_\_  
at the corporation named as Contractor herein, that \_\_\_\_\_  
who signed this Contract on behalf of the Contractor, was then \_\_\_\_\_  
of said corporation; that said Contract was duly signed for and in behalf of said  
corporation by authority of its governing body, and is within the scope of its corporate  
powers.

\_\_\_\_\_  
Authorized Representative's Signature / Date

\_\_\_\_\_  
Authorized Representative's Name / Title - Print or Type

## **7.0 Non-Collusive Affidavit**

NON-COLLUSIVE AFFIDAVIT

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_, being first duly sworn,  
deposes and says:

That he/she is \_\_\_\_\_

\_\_\_\_\_  
(individual, partner, or 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 of conference, with any person, to fix the bid prices of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that or any other bidder, or to secure any advantage against the Housing Authority of Clackamas County or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

\_\_\_\_\_  
By \_\_\_\_\_

Title \_\_\_\_\_

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
My commission expires \_\_\_\_\_, 20 \_\_\_\_\_

## **8.0 Special Conditions and Wage Determination(s)**

**PROJECT #24002 – SPECIAL CONDITIONS**

**1.1 COMMUNICATIONS**

- A. All bids, notices, demands, requests, instructions, approvals, proposals, and claims must be in writing. Oral explanations or instructions will not be binding. Only written addenda are binding. Any addenda resulting from these requests will be mailed to all listed holders of the Bid Document no later than four (4) days prior to the bid opening. The Bidder shall acknowledge the receipt of all addenda.
- B. Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the signature page of the Contract or at such other office as Contractor may from time to time designate in writing to the Housing Authority of Clackamas County (PHA) or deposited in the United States mail in a sealed, postage-prepaid envelope, or if delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office.
- C. All papers required to be delivered to the PHA shall, unless otherwise specified in writing to the Contractor, be delivered to the Housing Authority of Clackamas County, P.O. Box 1510, Oregon City, Oregon 97045 and any notice to or demand upon the PHA shall be sufficiently given if so delivered, or deposited in the United States mail in a sealed, postage prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission to said Capital Improvement Coordinator at such address, or to such other representative of the PHA or to such other address as the PHA may subsequently specify in writing to the Contractor for such purpose.
- D. Any such notice shall be deemed to have been given as of the time of actual delivery; or, in the case of mailing, when the same should have been received in due course of post; or, in the case of telegrams, at the time of actual receipt.

**1.2 REQUIRED CERTIFICATIONS**

- A. All contractors/subcontractors working on this project shall be licensed per ORS 468A.720.
- B. No bid for a construction contract shall be received or considered by the PHA unless the bidder is licensed by the Construction Contractors Board or licensed by the State Landscape Contractors Board as required by ORS 671.530.
- C. Copies of all certifications above are to be included with bid. Failure to submit the above required information could render the bid Non-Responsive.

**1.3 INDEMNIFICATION / INSURANCE REQUIREMENTS** (In addition to the requirements found in the General Conditions)

- A. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. With respect to General Liability and Pollution, Environmental Impairment and Lead Pollution Liability, coverage shall be maintained for a minimum of five (5) years after contract completion.
- B. **Minimum Scope of Insurance**

Coverage shall be at least as broad as:

- 1. Insurance Services Office (ISO) Commercial General Liability coverage (occurrence Forms CG 20 10 & CG 20 37 or Form CG 32 61 10 05 or Form CG 85 22 07 04).
- 2. ISO Form No. CA 00 01 06 92, covering Automobile Liability, Code 1 (any auto).



3. Worker’s Compensation insurance as required by State law and Employer’s Liability insurance.

**C. Minimum Limits of Insurance**

Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer’s Liability (Workers Compensation): \$1,000,000 each accident, \$1,000,000 policy limit bodily injury by disease, \$1,000,000 each employee bodily injury by disease.

**D. Deductible and Self Insured Retentions:**

Any deductibles or self-insured retentions must be declared to and approved by the Housing Authority of Clackamas County (PHA). If possible, the Insurer shall reduce or eliminate such deductibles or self insured retentions as respects PHA, its officers, officials, employees and volunteers; or the Contractor shall provide evidence satisfactory to the Authority guaranteeing payment of losses and related investigations, claim administration and defense expenses.

**E. Other Insurance Provisions:**

1. The general liability and automobile liability are to contain, or be endorsed to contain, the following provisions:
  - a. The Housing Authority of Clackamas County (PHA), its officers, officials, employees and volunteers are to be covered as additional insureds in regard to the general liability coverage. Coverage is primary and non contributory and completed operations. With respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operation. General Liability coverage can be provided in the form of an endorsement to the Contractor’s insurance, or as a separate owner’s policy.
  - b. Insurance Services Office (ISO) Properties Inc. Commercial General Liability endorsement Forms **CG 20 10 and CG 20 37 or Form CG 32 61 10 05 or Form CG 85 22 07 04** titled “Additional Insured – Owners, Lessees or Contractors – Completed Operations” are required or their equivalent for maximum coverage. These two endorsements **must be submitted with each certificate of insurance submitted.**
  - c. For any claims related to this project, the Contractor’s insurance coverage shall be primary insurance as respects PHA, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by PHA, its officers, officials, employees, agents or volunteers shall be excess of the Contractor’ insurance and shall not contribute with it.
  - d. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed, except after sixty (60) days prior written notice by certified mail, return receipt request, has been given to PHA.
  - e. Maintenance of the proper insurance for the duration of the contract is a material element of the contract. Material changes in the required coverage or cancellation of the coverage shall constitute a material breach of the contract.
  - f. Course of construction policies shall contain the following provisions:
    - 1) PHA shall be named as loss payee.
    - 2) The insurer shall waive all rights of subrogation against the Authority, it officers, officials, employees and volunteers.

- F. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than B+: VI.
- G. Verification of Coverage: Contractor shall furnish PHA with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsement should be on forms provided by PHA or on other than PHA’s forms, provided those endorsements conform fully to the requirements. All endorsements are to be received and approved by PHA before work commences in sufficient time to permit contractor to remedy any deficiencies. PHA reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.
- H. Subcontractors: Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor in a manner and in such time as to permit PHA to approve them before subcontractors’ work begins. All coverages for subcontractors shall be subject to all of the requirements stated herein.

**1.4 MINIMUM RATES OF PAY**

- A. Workers on this project shall be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and ORS 279C.840.
- B. A schedule of the minimum rates of pay applicable to this contract is attached, Wage Decision No. OR20240012 , Modification 02 , dated 2/02/2024.
- C. Additional Wage Classifications: Should additional wage classifications be necessary the Contractor should prepare and submit a request for additional classifications to PHA. PHA will prepare the request for additional classifications only after the contract has been executed.
- D. The Contractors agrees to pay no less than the applicable state or federal prevailing wage rate, whichever is higher per ORS 279C.830(1)(b).

**1.5 RECORDKEEPING REQUIREMENTS**

- A. PHAs, tribes, TDHEs, and any other employers (e.g., contractors, subcontractors) engaged on work subject to HUD-determined wage rates must make and maintain for 3 years from the completion of the work records containing information demonstrating compliance with the prevailing wage rates determined (or adopted) by HUD and applicable to the work. 3 These records must at a minimum contain for each laborer and mechanic employed:

- 1) His or her name, address and social security number;
- 2) Correct work classification or classifications;
- 3) Hourly rate or rates of monetary wages paid;
- 4) Rate or rates of any fringe benefits provided;
- 5) Number of daily and weekly hours worked;
- 6) Gross wages earned;
- 7) Any deductions taken; and
- 8) Actual wages paid.

Such records shall be made available for inspection or transcription by authorized representatives of the PHA, tribe, TDHE and/or HUD.

**1.6 PAYROLL DEDUCTIONS AND FREQUENCY OF WAGE PAYMENTS**

- A. Employers (PHAs, tribes, TDHEs, contractors and/or subcontractors) must pay to each employee subject to HUD-determined wage requirements the full amount of wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations). These 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 semi-monthly.

**1.7 SUBCONTRACTOR DISCLOSURE**

- A. Within two working hours after the date and time of the deadline when the bids are due to the PHA a bidder shall submit to the PHA a disclosure of the first-tier subcontractors, on the form provided, that:
  - (1) will be furnishing labor or will be furnishing labor and materials in connection with the public improvement; and
  - (2) will have a contract value that is equal to or greater than five percent of the total project bid or \$15,000, which ever is greater, or \$350,000 regardless of the percentage of the total project bid.
- B. The disclosure of first-tier subcontractors shall include:
  - (1) The name of each subcontractor; and
  - (2) The category of work that each subcontractor will be performing, and
  - (3) The dollar value of each subcontract
- C. The PHA shall consider the bid of any contractor that does not submit a subcontractor disclosure (the form MUST be submitted even if there are to be no subcontractors and the word “NONE” entered on the first line of the First-Tier Subcontractor Disclosure Form) to the PHA to be a nonresponsive bid and may not award the contract to the contractor. A PHA is not required to determine the accuracy or the completeness of the subcontractor disclosure. (ORS 279 contracts over \$100,000)

**1.8 REGULATIONS AND COMPLIANCE**

- A. If this solicitation is for public work subject to ORS 279C.800 to 279C.870 or the Davis-Bacon Act (40 U.S.C. 276a), no bid will be received or considered by PHA unless the bid contains a statement by the bidder as a part of its bid that the provisions of ORS 279.350 or 40 U.S.C. 276a are to be complied with.
- B. The Contractor agrees to have a public works bond filed with the Construction Contractors Board before starting any work on the project per ORS 279C.836.
- C. The Contractor agrees that every subcontract shall include a provision requiring all subcontractors to have a public works bond filed with the Construction Contractors Board before starting any work on the project.

**1.9 LIENS**

- A. The contractor is prohibited from placing a lien on PHA’s property. This prohibition shall apply to all subcontractors.

**2.0 CONTRACTORS BIDDING REQUIREMENTS**

**1. Submission Requirements:**

- a. To be considered responsive and responsible, each contractor shall respond to the following requirements. Responses must be specific and complete unto themselves. Any submittal that, in the opinion of HACC, does not fully and completely address these requirements will not be reviewed and bid may be considered non-responsive.

**2. Minimum Requirements:**

- a. To be qualified to respond, contractors must not be debarred, suspended, or otherwise ineligible to contract with HACC, and must **not** be included on the General Services Administration’s “List of Parties Excluded From Federal Procurement and Non-Procurement Programs” or the Department of Housing and Urban Development’s

“Limited Denial of Participation” list. In addition, contractors must have current and active registration in the State of Oregon Business Registry.

**3. Similar Project Experience:**

- a. Describe your firm’s relevant experience within the areas under the Scope of Work. Please describe your firm’s experience as it relates to rehabilitation/modernization projects.
- b. Please describe your firm’s specific experience working with Housing Authorities and/or Public Agencies. Describe in detail two public housing projects that your firm is currently working on and/or has completed in the last five years. Describe the scope of work and dollar value for each project.
- c. Please describe your firm’s approach to managing multiple project work sites at any one time, and the firm’s capacity to address competing project timelines.

**4. References:**

- a. Provide (3) references, previous and/or current, including the name and title of the contact person, their mailing address, email address, phone number and fax number. If available, please provide one reference from a public housing authority or other public agency.

**5. Firm Description:**

- a. Provide the firms history, organization and size including number of staff in each work area.
- b. Describe the overall staffing approach to be used in connection with this contract. Provide information regarding staff experience and qualifications that demonstrates the contractor’s capacity to perform the required services.
- c. Provide the identity of the Project Manager that will be monitoring managing this project.
- d. Provide the firms history to complete projects on time by maintaining a weekly progress schedule and completing on budget.

**6. Method of Award:**

- a. HACC will evaluate all bids and award a contract based on contract price and contractors ability to perform said work. The information listed above will be part of the bid evaluation and shall be part of the contractors bid. Price will not be the main factor in awarding the contract. Failure to provide the information above may render contractors bid non-responsive.
- b. HACC reserves the right to reject any and all bids of any contractor including those who have previously failed to perform properly, or to complete on time, contracts of a similar nature; who is not in a position to perform the contract, or who has neglected the payment of bills or otherwise disregarded their obligations to subcontractors, material suppliers, or employees.

"General Decision Number: OR20240012 02/02/2024

Superseded General Decision Number: OR20230012

State: Oregon

Construction Type: Residential

County: Clackamas County 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)(1).

<p>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:</p>	<ul style="list-style-type: none"> <li>. Executive Order 14026 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$17.20 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 2024.</li> </ul>
<p>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:</p>	<ul style="list-style-type: none"> <li>. Executive Order 13658 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$12.90 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 2024.</li> </ul>

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	01/05/2024
1	01/26/2024

BROR0001-011 06/01/2020

	Rates	Fringes
BRICKLAYER.....	\$ 28.84	10.72
TILE FINISHER.....	\$ 18.76	9.86
TILE SETTER.....	\$ 35.35	20.42

CARP1503-004 07/01/2022

	Rates	Fringes
CARPENTER (INCLUDING ACCOUSTICAL CEILING INSTALLATION AND METAL STUD INSTALLATION)		
Multi Unit.....	\$ 34.13	13.81
Single Unit.....	\$ 31.42	13.81

ELEC0048-016 01/01/2023

	Rates	Fringes
ELECTRICIAN.....	\$ 37.15	17.46

\* ENGI0701-019 01/01/2024

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 56.66	16.90
GROUP 1A.....	\$ 58.82	16.90
GROUP 1B.....	\$ 60.98	16.90
GROUP 2.....	\$ 54.75	16.90
GROUP 3.....	\$ 53.60	16.90
GROUP 4.....	\$ 50.27	16.90
GROUP 5.....	\$ 49.03	16.90
GROUP 6.....	\$ 45.81	16.90

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 tandom scrapers; self loading, paddle wheel, auger type, finish and/or 2 or more units.

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

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

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

Zone Differential (add to Zone 1 rates):

Zone 2 - \$3.00

Zone 3 - \$6.00

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

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

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

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

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

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

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

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

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LAB00737-011 06/01/2023

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 36.11	16.80
GROUP 2.....	\$ 37.41	16.80
GROUP 3.....	\$ 31.39	16.80

LABORER CLASSIFICATIONS:

GROUP 1: Common or General Laborer

GROUP 2: Asphalt Raker; Grade Checker; Pipelayers

GROUP 3: Traffic Flaggers

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PAIN0010-002 07/01/2022

	Rates	Fringes
Painters:		
BRUSH, ROLLER AND SPRAY.....	\$ 30.72	14.04

-----  
PAIN0010-003 07/01/2022

	Rates	Fringes
HIGHWAY/PARKING LOT STRIPING:		
Painter.....	\$ 38.18	15.08

-----  
PLAS0555-003 06/01/2023

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 41.33	19.95

-----  
PLUM0290-007 04/01/2017

	Rates	Fringes
PLUMBER		
INCLUDING HVAC PIPE		
INSTALLATION.....	\$ 30.67	27.03

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\* SUOR2009-010 10/16/2009



	Rates	Fringes
CARPENTER (Drywall Hanging Only).....	\$ 19.31	2.30
CARPENTER (Form Work Only).....	\$ 19.50	4.95
FENCE ERECTOR (Chain Link/Cyclone Fence).....	\$ 16.30 **	2.22
LABORER: Mason Tender - Brick...	\$ 20.60	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 22.18	7.40
PLASTERER.....	\$ 19.91	0.00
ROOFER.....	\$ 12.00 **	0.00
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 25.67	0.00
TRUCK DRIVER: Dump Truck.....	\$ 16.91 **	0.00
TRUCK DRIVER: Water Truck.....	\$ 17.00 **	5.95

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

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\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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) (iii)).

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

#### Union Rate Identifiers

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

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

#### Survey Rate Identifiers

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

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

#### Union Average Rate Identifiers

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

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

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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.

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END OF GENERAL DECISION"

<b>Maintenance Wage Rate Determination</b>	<b>U.S. Department of Housing and Urban Development Office of Labor Relations</b>	HUD FORM 52158
Agency Name: <b>Clackamas County HA</b>	LR 2000 Agency ID No:  Effective Date: <b>July 1, 2023</b>	Wage Decision Type: <input type="checkbox"/> Routine Maintenance <input checked="" type="checkbox"/> Nonroutine Maintenance  Expiration Date: <b>June 30, 2025</b>
<p>The following wage rate determination is made pursuant to Section 12(a) of the U.S. Housing Act of 1937, as amended, (public housing agencies), or pursuant to Section 104(b) of the Native American Housing Assistance and Self-determination Act of 1996, as amended, (Indian housing agencies). The agency and its contractors may pay to maintenance laborers and mechanics no less than the wage rate(s) indicated for the type of work they actually perform.</p> <p>Irenis Green _____  <b>HUD Labor Relations</b> _____  <b>(Name, Title, Signature)</b> <span style="margin-left: 200px;"><b>Date</b></span></p>		
<b>WORK CLASSIFICATION(S)</b>	<b>HOURLY WAGE RATES</b>	
	<b>BASIC WAGE</b>	<b>FRINGE BENEFIT(S) (if any)</b>
Carpenter	\$30.03	\$15.06
Electrician	\$30.03	\$15.06
Power Equipment Operator	\$30.03	\$15.06
Sheet Metal	\$30.03	\$15.06
Plumber	\$30.03	\$15.06
Glazier	\$30.03	\$15.06
Cement Mason	\$30.03	\$15.06
Roofer	\$30.03	\$15.06
Painter	\$24.32	\$13.55
Soft Floor Layer	\$24.32	\$13.55
Laborer	\$19.22	\$13.03
Elevator Mechanic	\$30.18	\$42.10
Plumber	\$30.03	\$15.06
Arborist	\$19.22	\$13.03
Landscaper	\$19.22	\$13.03
Asphalt Sealer	\$24.32	\$13.55
		<input type="checkbox"/> The agency employee benefit program has been determined by HUD to be acceptable for meeting the prevailing fringe benefit requirements.  <small>(HUD Labor Relations: If applicable, check box and initial below.)</small>  _____ LR Staff Initial
		<b>FOR HUD USE ONLY</b> <b>LR2000:</b>  <b>Log in:</b>  <b>Log out:</b>

**9.0 Certification Form – Economic  
Opportunities for Low and Very Low  
Income Persons (Section 3)**

## SECTION 3 CLAUSE

1. 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.
2. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
3. 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.
4. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
5. 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 person other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
6. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
7. 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 provisions 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).

**HUD Section 3 Requirements (General Conditions, 15.18)**

The successful Bidder will be required to comply with the provisions of section 3 of Housing and Urban Development Act of 1968 as amended (herein referred to as section 3 requirements). Such provisions require that economic opportunities generated by HUD financial assistance shall, to the greatest extent feasible, be given to low income residents of the metropolitan area in which the project is located and to businesses that provide economic opportunities for these persons.

**Contracts exceeding \$1.00 are considered “section 3 covered contracts” and are thus subject to the provisions contained in 24 CFR part 75. Bids exceeding \$1.00 must include an indication of whether or not the firm submitting the bid is a “section 3 business concern.”**

A section 3 business concern is defined by HUD regulations as a business concern:

- A. That is 51 percent or more owned by section 3 resident; or
- B. Whose permanent, full-time employees include persons, at least 30 percent of whom are currently section 3 residents or, within three years of the date of first employment with the business concern, were section 3 residents; or
- C. That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs (1) or (2) above.

A section 3 resident means:

- A. A public housing resident; or
- B. An individual who resides in the metropolitan area in which the section 3 covered assistance is expended, and who is a low-income person or a very low-income person. For purposes of this project residents of the Portland/Vancouver metropolitan area who are members of families meeting the following income limits are considered low or very low income persons.

<b>HUD 2023 Annual Income Limits for the Portland-Vancouver Metropolitan Area</b>								
	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Very Low Income	\$39,500	\$45,150	\$50,800	\$56,400	\$60,950	\$65,450	\$69,950	\$74,450
Low Income	\$63,150	\$72,200	\$81,200	\$90,200	\$97,450	\$104,650	\$111,850	\$119,100

**SECTION 3 REPORT**  
Economic Opportunities for Low Income Persons

Housing Authority  
Clackamas County, Oregon

Project Title: HACC Wide Flooring 2024-2026

Project Number: 24002





**Part I**

The Section 3 Report is required to be submitted by prime contractors for contracts over \$1.00 and by subcontractors for subcontracts over \$1.00. Check the appropriate box to indicate whether this report applies to prime contractor or subcontractor covered by Section 3 requirements.

1. Enter then name of the contractor (or covered subcontractor) here.
2. Enter the Racial/Ethnic Code which best applies to the contracting (or covered subcontracting) firm.
3. Enter the name of a contact person for the firm who is most familiar with information reported on this form.
4. Check whether or not the firm is a Section 3 business concern. See Instructions to Bidders for Section 3 business concern definition.
5. Enter the dollar amount of the contract (or covered subcontract.)
6. Indicate the time period covered by this report.

**Part II**

- A. Identify job categories for each trade in which new hires were employed in connection with this contract (or covered subcontract). For construction positions, list new hires identified in separate rows by trade. If applicable, report on hiring of any professionals (defined as supervisors and people who have special knowledge of an occupation such as architects, surveyors, planners and computer programmers) as additional job categories.
- B. Enter the percentage represented by Section 3 residents of all new hires that occurred in connection with this contract (or covered subcontract). New Hires include permanent, temporary and seasonal full-time positions.
- C. Enter the percentage of the total staff hours worked for Section 3 employees and trainees (including new hires) in connection with this contract (or covered subcontract). Include staff hours for part-time and full-time positions.
- D. Enter the number of Section 3 residents that were hired and trained in connection with this contract (or covered subcontract).
- E. Enter under each racial/ethnic code (1-5) the number of employees and trainees recorded in column D.

**Part III**

Enter the name of the subcontractor for all subcontracts over \$1.00 entered into by the firm identified in Part 1 in connection with the project. Indicate the dollar amount of all such subcontracts.

**CERTIFICATION: ECONOMIC OPPORTUNITIES FOR LOW AND VERY LOW INCOME PERSONS - SECTION 3 OF HUD ACT**

Contractor Name: \_\_\_\_\_  
Contractor Address: \_\_\_\_\_  
Contractor Phone: \_\_\_\_\_

Having familiarized myself with the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3), I certify:

1. That the Contractor named above is [ ], is not [ ], a Section 3 Business as defined by Section 3 of the Housing and Urban Development act of 1968, as amended, 12 U.S.C.1701u (section 3).
2. That the Contractor named above is [ ], is not [ ] a Category 1 business (51% or more owned by residents of the housing development or developments for which the section 3 covered assistance is expended, or whose full time, permanent workforce includes 30% of such residents as employees).
3. That the Contractor named above is [ ], is not [ ] a Category 2 business (51% or more owned by residents of other housing developments or developments managed by the housing authority that is expending the section 3 covered funding, or whose full-time, permanent workforce includes 30% of such residents as employees).
4. That the Contractor named above is [ ], is not [ ] a Category 3 business (HUD Youth build programs being carried out in the metropolitan area, or non-metropolitan county, in which the section 3 covered funding is expended).
5. That the Contractor named above is [ ], is not [ ] a Category 4 business (51% or more owned by section 3 residents, or whose full-time, permanent workforce includes no less than 30% section 3 residents; or that subcontract in excess of 25% of the total amount of subcontracts to category 1 or 2 businesses).
6. The Contractor will certify [ ], will not [ ] 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 24CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor’s obligations under 24CFR part 75.

I \_\_\_\_\_, certify that I am the \_\_\_\_\_ (corporate title) at the corporation (company) known as \_\_\_\_\_ that I have the authority to sign on the behalf of the corporation and that the statements made above are true.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed or typed name)

\_\_\_\_\_  
Notary

**COMPLETE AND RETURN THIS PAGE WITH YOUR BID.**

## **10.0 Bid Form**

**BID FORM**

BIDDER \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE & FAX NUMBER \_\_\_\_\_

**BID FOR: HACC WIDE FLOORING – 2024-2026 – PROJECT #24002**

THE HOUSING AUTHORITY OF CLACKAMAS COUNTY  
P.O. Box 1510  
13930 S. Gain Street  
Oregon City OR 97045

TO: Contracting Officer:

1. The undersigned, having familiarized (himself/herself/themselves) with the local conditions affecting the cost of the work, and with the Specifications (including the Invitation for Bids, Instruction to Bidders (form HUD-5369), this bid, the Form of Non-collusive Affidavit, the Form of Contract, and the General Conditions (form HUD-5370), the Special Conditions, the Scope of Work, the Technical Specifications, and Addenda if any thereto, as prepared by the Housing Authority of Clackamas County (HACC) and on file in the office of HACC hereby proposes to furnish all labor, materials, equipment, and services required to complete: **HACC WIDE FLOORING 2024-2026 – PROJECT #24002** all in accordance therewith, for the total sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_).

2. In submitting this bid, it is understood that the right is reserved by the Housing Authority of Clackamas County, Oregon City, Oregon, to reject any and all bids. If written notice of the acceptance of this bid is mailed, telegraphed, or delivered the undersigned within sixty (60) 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 within ten (10) days after the contract is presented to Contractor for signature.

3. Security in the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) in the form of \_\_\_\_\_ 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 their proposal or any other proposal or the submitting of proposals for the contract for which this proposal is submitted.

5. The bidder represents that bidder has [ ] has not [ ] participated in a previous contract or subcontract subject to the equal opportunity clause prescribed by Executive Orders 10925, 11114 or 11246 or the Secretary of Labor; that bidder 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

**HACC WIDE FLOORING 2024-2026 – PROJECT #24002**  
**HOUSING AUTHORITY OF CLACKAMAS COUNTY**  
P.O BOX 1510, 13900 S. GAIN STREET, OREGON CITY, OR 97045

need not be submitted in connection with contracts or subcontracts which are exempt from the clause.)

6. The bidder represents and agrees [ ] does not agree [ ] as part of this bid that the provisions of ORS 279.350 or 40 U.S.C. 276a are to be complied with. (The above representation need not be submitted in connection with contracts or subcontracts which are exempt from the clause.)
7. Change Orders to the subsequent contract will be approved for labor rates as shown on the attached wage determination or actual wages (as verified by certified payrolls) whichever is greater and materials at contractors cost. All Change Orders will include a maximum addition of 15% for the total Overhead and Profit.
8. **Complete each item number (1 – 41) below:**

LOT#	SCOPE OF WORK LOT #'s	BID AMOUNT PER UNIT	
1.	See scope of work.	\$	SF
2.	See scope of work.	\$	SF
3.	See scope of work.	\$	SF
4.	See scope of work.	\$	SF
5.	See scope of work.	\$	SF
6.	See scope of work.	\$	SF
7.	See scope of work.	\$	SF
8.	See scope of work.	\$	SF
9.	See scope of work.	\$	SF
10.	See scope of work.	\$	SF
11.	See scope of work.	\$	SF
12.	See scope of work.	\$	SF
13.	See scope of work.	\$	SF
14.	See scope of work.	\$	SF
15.	See scope of work.	\$	SF
17.	See scope of work.	\$	SF
19.	See scope of work.	\$	SF
21.	See scope of work.	\$	SF
22.	See scope of work.	\$	SF
3.	See scope of work.	\$	SF
24.	See scope of work.	\$	SF
25.	See scope of work.	\$	SF
26.	See scope of work.	\$	SF
27.	See scope of work.	\$	SF
28.	See scope of work.	\$	LF
29.	See scope of work.	\$	LF
30.	See scope of work.	\$	LF

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**Continued - Complete each item number below:**

31.	See scope of work.	\$	EA
32.	See scope of work.	\$	LF
33.	See scope of work.	\$	EA
34.	See scope of work.	\$	EA
35.	See scope of work.	\$	EA
36.	See scope of work.	\$	SF
37.	See scope of work.	\$	SF
38.	See scope of work.	\$	SF
39.	See scope of work.	\$	SF
40.	See scope of work.	\$	EA
41.	See scope of work.	\$	HR
	<b>Total Amount of items 1-41</b>	<b>\$</b>	

## **CONTRACTOR BIDDING REQUIREMENTS**

### **1. Submission Requirements:**

- a. To be considered responsive and responsible, each contractor shall respond to the following requirements. Responses must be specific and complete unto themselves. Any submittal that, in the opinion of HACC, does not fully and completely address these requirements will not be reviewed and bid may be considered non-responsive.

### **2. Minimum Requirements:**

- a. To be qualified to respond, contractors must not be debarred, suspended, or otherwise ineligible to contract with HACC, and must **not** be included on the General Services Administration's "List of Parties Excluded From Federal Procurement and Non-Procurement Programs" or the Department of Housing and Urban Development's "Limited Denial of Participation" list. In addition, contractors must have current and active registration in the State of Oregon Business Registry.

### **3. Similar Project Experience:**

- a. Describe your firm's relevant experience within the areas under the Scope of Work. Please describe your firm's experience as it relates to rehabilitation/modernization projects.
- b. Please describe your firm's specific experience working with Housing Authorities and/or Public Agencies. Describe in detail two public housing projects that your firm is currently working on and/or has completed in the last five years. Describe the scope of work and dollar value for each project.
- c. Please describe your firm's approach to managing multiple project work sites at any one time, and the firm's capacity to address competing project timelines.

### **4. References:**

- a. Provide (3) references, previous and/or current, including the name and title of the contact person, their mailing address, email address, phone number and fax number. If available, please provide one reference from a public housing authority or other public agency.

### **5. Firm Description:**

- a. Provide the firm's history, organization and size including number of staff in each work area.
- b. Describe the overall staffing approach to be used in connection with this contract. Provide information regarding staff experience and qualifications that demonstrates the contractor's capacity to perform the required services.
- c. Provide the identity of the Project Manager that will be monitoring managing this project.
- d. Provide the firm's history to complete projects on time by maintaining a weekly progress schedule and completing on budget.

### **6. Method of Award:**

- a. HACC will evaluate all responsive bids and award a contract to the lowest responsive responsible bidder based on lowest contract price. The information listed above will be part of the bid evaluation and shall be part of the consideration of a responsive contractor's bid. If the bidder does not execute the contract, it will be awarded to the next lowest responsive bid. Failure to provide the information above may render contractor's bid non-responsive. In determining the lowest contract price, HACC reserves the right to take into consideration any or all authorized base bids as well as alternates or combinations indicated in the bid form.
- b. HACC reserves the right to reject any and all bids and to waive minor informalities. The procedures for contract awards shall be in compliance with the provisions of the LCRB Rules in effect at that time.



NOTE: The penalty for making false statements is prescribed in 19 U.S.C. 1001.

**Date:**

\_\_\_\_\_

\_\_\_\_\_ (Name of Bidder)

**Official Address:**

\_\_\_\_\_

\_\_\_\_\_ (By: Signature of Bidder)

\_\_\_\_\_

\_\_\_\_\_ (Title of Bidder)

**Attest:**

\_\_\_\_\_

\_\_\_\_\_

**THE FOLLOWING SIGNED ORIGINAL DOCUMENTS SHALL BE SUBMITTED TO THE ADDRESS INDICATED ON THE INVITATION TO BID AS PART OF YOUR BID. THESE ORIGINALS SHALL BE RECEIVED BY HACC PRIOR TO THE POSTED CLOSING DATE AND TIME**

1. Completed form HUD-5369-C - Representations, Certifications of Offerors Non Construction Contracts
2. Completed Bid Bond
3. Completed Non-Collusive Affidavit
4. Completed Certification: Economic Opportunities for Low and Very-low Income Persons (Section 3)
5. Completed Disclosure of First Tier Subcontractors (if any) – PRIOR TO 4PM
6. Completed and signed Bid Form.
7. Contractor's Bidding Requirements.
8. Copy of Current CCB License.

**FAILURE TO SUBMIT ALL OF THE ABOVE, BY THE DATE AND TIME REQUIRED, MAY RENDER YOUR BID NONRESPONSIVE.**

**ADDENDUMS RECEIVED:**

Addendum #1 \_\_\_\_\_ Addendum #2 \_\_\_\_\_ Addendum #3 \_\_\_\_\_ Addendum #4 \_\_\_\_\_  
Addendum #5 \_\_\_\_\_ Addendum #6 \_\_\_\_\_ Addendum #7 \_\_\_\_\_ Addendum #8 \_\_\_\_\_.

## **11.0 Disclosure of First Tier Subcontractors**

**FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM**

PROJECT NAME: HACC WIDE FLOORING 2024-2026

PROJECT #: 24002 BID CLOSING: Date: March 13, 2024 Time: 2:00PM

This form must be submitted at the location specified in the Invitation to Bid on the advertised bid closing date and within two working hours after the advertised bid closing time.

List below the name of each subcontractor that will be furnishing labor or materials and that is required to be disclosed, the category of work that the subcontractor will be performing and the dollar value of the subcontract. Enter “NONE” if there are no subcontractors that need to be disclosed. (ATTACH ADDITIONAL SHEETS IF NEEDED.)

NAME	DOLLAR VALUE	CATEGORY OF WORK
1) _____ _____	\$) _____	_____
2) _____ _____	\$) _____	_____
3) _____ _____	\$) _____	_____
4) _____ _____	\$) _____	_____
5) _____ _____	\$) _____	_____
6) _____ _____	\$) _____	_____
7) _____ _____	\$) _____	_____
8) _____ _____	\$) _____	_____

**Failure to submit this form by the disclosure deadline (see Special Conditions) will result in a nonresponsive bid. A nonresponsive bid will not be considered for award.**

**Even if you will not have any subcontractors on this job you MUST write “None” on the face of this form and submit it with your bid.**

Form submitted by: (bidder name): \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone No.: (\_\_\_\_) \_\_\_\_\_

## **12.0 Scope of Work**

## **Scope of Work**

The contractor shall provide all labor and materials necessary for the installation/replacement of carpeting, resilient flooring, and vinyl composition tile (VCT) on an as needed basis. No minimum workload guaranteed. Maximum term of the contract shall not exceed two years (730 days). Any contract issued shall be for a Not-to-Exceed amount of \$250,000.00 over the two-year (730 day) period. **HACC WILL NOT ACCEPT ANY TYPE OF FLOORING OVERLAY AT ALL. VERIFY WITH HACC PRIOR TO INSTALLATION.**

### **SHEET VINYL:**

1. Remove and dispose of one layer of sheet vinyl flooring and base – ALL ROOMS EXCEPT BATHROOM.
2. Remove and dispose of one layer of sheet vinyl flooring and base – BATHROOM ONLY.
3. Install new sheet vinyl flooring, Specification Section 09650, Resilient Flooring – Paragraph 2.1, A, 1 – Labor and materials. – ALL ROOMS EXCEPT BATHROOM
4. Install new sheet vinyl flooring, Specification Section 09650, Resilient Flooring – Paragraph 2.1, A, 1 – Labor and materials. – BATHROOM ONLY.
5. Install new sheet vinyl flooring, Specification Section 09650, Resilient Flooring – Paragraph 2.1, A, 2 – Labor and materials. – ALL ROOMS EXCEPT BATHROOM
6. Install new sheet vinyl flooring, Specification Section 09650, Resilient Flooring – Paragraph 2.1, A, 2 – Labor and materials. – BATHROOM ONLY.
7. Install new sheet vinyl flooring, Specification Section 09650, Resilient Flooring – Paragraph 2.1, A, 3 – Labor and materials. – ALL ROOMS EXCEPT BATHROOM
8. Install new sheet vinyl flooring, Specification Section 09650, Resilient Flooring – Paragraph 2.1, A, 3 – Labor and materials. – BATHROOM ONLY.
9. Install new sheet vinyl flooring, Specification Section 09650, Resilient Flooring – Paragraph 2.1, A, 4 – Labor and materials. – ALL ROOMS EXCEPT BATHROOM
10. Install new sheet vinyl flooring, Specification Section 09650, Resilient Flooring – Paragraph 2.1, A, 4 – Labor and materials. – BATHROOM ONLY.

### **VCT:**

11. Remove and dispose of one layer of vinyl composition tile (VCT) and base.
12. Install new vinyl composition tile (VCT). – Labor and materials

### **UNDERLAYMENT:**

13. Remove and dispose of underlayment only.
14. Remove and dispose of underlayment with attached sheet vinyl flooring.
15. Remove and reinstall any damaged/dry rotted sub-floor (upon prior approval of HACC)
16. Install new plywood underlayment. – Labor and materials

### **CARPET:**

17. Remove and dispose of existing carpet, pad, and tack strips.
18. Remove and dispose of existing glued down carpet/pad.
19. Install new carpet pad. – Labor and materials
20. Install new carpet, Specification Section 09680, Carpet – Paragraph 2.2 A – Labor and materials.
21. Install new carpet, Specification Section 09680, Carpet – Paragraph 2.2 B – Labor and materials.
22. Install new carpet, Specification Section 09680, Carpet – Paragraph 2.2 C – Labor and materials.
23. Install new carpet, Specification Section 09680, Carpet – Paragraph 2.2 D – Labor and materials.

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**LVT:**

24. Remove and dispose of one layer of luxury vinyl tile (LVT).
25. Install new luxury vinyl tile (LVT), Specification Section 09650, Resilient Flooring – Paragraph 2.1, D, 1 – Labor and materials.
26. Install new luxury vinyl tile (LVT), Specification Section 09650, Resilient Flooring – Paragraph 2.1, D, 2 – Labor and materials.
27. Install new luxury vinyl tile (LVT), Specification Section 09650, Resilient Flooring – Paragraph 2.1, D, 3 – Labor and materials.

**RUBBER BASE:**

28. Remove and dispose of rubber base.
29. Install new 4” rubber base – Labor and materials.
30. Install new 6” rubber base – Labor and materials.

**MISC:**

31. Move and Replace Furniture and Personal Belongings as required.
32. Install new vinyl heat seam weld on resilient sheet flooring as per manufactures installation instructions. Verify Color with HACC.
33. Remove and re-install refrigerator. The refrigerator must remain onsite and in working condition.
34. Remove and re-install kitchen range. Range and anti tip bracket shall be re-installed at the end of each day.
35. Remove and re-install toilet. The toilet must be re-installed at the end of each day if the dwelling only has one bathroom. Re-installation shall include a new wax ring. **NOTIFY HACC IF THE TOILET FLANGE IS BROKEN OR NOT IN WORKING ORDER.**
36. Install new Span HDP 12”x24” Field Tile. Color: Silver. Product # FTI34511312x24.
37. Install new QuartzLock2 grout for tile. Color: Raincloud Gray.
38. Install new RedGard Waterproofing Membrane.
39. Install new Hardie Backer Cement Board ½” thickness. 36”x60” Sheet.
40. Mobilization cost per unit
41. Hourly rate for small square footage work areas of 100 square feet and under in occupied units.

**RESPONSE TIME:**

- Contractor shall have 30 days from the date of approved work (via email or fax) to complete all work as required in vacant units.
- Contractor shall have 21 days from the date of approved work (via email or fax) to complete all work as required in occupied units. Work will need to be scheduled around and with tenant.

**For all work:**

The contractor shall be responsible for all permits and fees necessary to perform this work. All work performed as a result of this procurement shall be conducted in strict accordance with all applicable local, state and federal codes/regulations.

## **13.0 Detailed Specifications**

**HACC WIDE FLOORING 2024-2026 – PROJECT #24002**  
**HOUSING AUTHORITY OF CLACKAMAS COUNTY**  
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SECTION 01001  
GENERAL REQUIREMENTS

PART 1 GENERAL

- 1.1 Index.
- 1.2 Contract description.
- 1.3 Work Coordination Requirements at Occupied Sites.
- 1.4 Stored Materials.
- 1.5 Change procedures.
- 1.6 Pre-construction meetings.
- 1.7 Submittal procedures.
- 1.8 Quality control and Tolerances.
- 1.9 Examination.
- 1.10 Preparation.
- 1.11 Substitutions.
- 1.12 Final cleaning.
- 1.13 Protecting installed construction.
- 1.14 Warranties.
- 1.15 Final Inspections.
- 1.16 Certificate of Final Acceptance.
- 1.17 **Questions**

1.2 CONTRACT DESCRIPTION

- A. Work of the Project includes: To remove and replace Carpets/Pads, Sheet Vinyl and Vinyl Composition Tiles.
- B. Building Identification: All HACC properties.

1.3 WORK COORDINATION REQUIREMENTS AT OCCUPIED SITES

- C. Leave site clean and broom swept, inside and outside, each day.
- D. Buildings shall be secured whenever Contractor is not present. In particular, do not leave window and door openings unsecured.

1.4 STORED MATERIALS

- E. Refer to form HUD-5370 – General Conditions of the Contract for Construction.
- F. Required documentation and procedure for stored materials to be taken into consideration when computing progress payments:
  - 1. Submit material supplier’s invoice showing the quantity of materials received, and the amount paid for the materials by the Contractor. Only the amount actually paid for the materials by the Contractor will be taken into consideration when computing progress payments. Contractor overhead and profit will not be paid on materials stored until material is installed.
  - 2. Submit complete form HUD-51003 –Schedule of Material Stored and Form HUD-51004 – Summary of Materials Stored prior to scheduling Stored Materials Inspection.
  - 3. See form HUD 5370 GENERAL CONDITIONS for additional requirements for stored materials.
  - 4. Mark all materials claimed as stored materials with labels stating, “Property of the Housing Authority of Clackamas County” followed by the job name and address.
  - 5. Store all materials in a specific portion of the storage facility designated for HACC material only.



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6. Schedule a stored materials inspection at a time mutually agreeable to HACC and Contractor. HACC and the Contractor will count the materials at the time of the inspection. Payment for stored materials will only be for the quantity of materials indicated on the invoice and properly stored on the date of the inspection.
7. Submit affidavits and waiver of lien as required above.
8. Copy of stored material inspection indicating actual quantity of materials properly stored. Inspection shall be signed by HACC and Contractor.

1.5 CHANGE PROCEDURES

- A. All Changes to the Contract Sum must be done in writing, with an approved and signed Change Order Request for Proposal (CORP) before changes are performed.

1.6 COORDINATION

- A. Coordinate scheduling, submittals, and Work to ensure efficient and orderly sequence of installation of interdependent construction elements.

1.6 PRE-CONSTRUCTION MEETINGS

- B. HACC will schedule pre-construction meeting after Notice of Award for affected parties.

1.7 SUBMITTAL PROCEDURES

- A. Submittal form to identify Project, Contractor, subcontractor or supplier; and pertinent Contract Document references.
- B. Apply Contractor's stamp, signed or initialed, certifying that review, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with requirements of the Work and Contract Documents.
- C. Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of completed Work.
- D. It will require 10 working days after HACC receives correct submittal for HACC to review and process submittals.

1.8 QUALITY CONTROL AND TOLERANCES

- A. Comply with manufacturer's instructions.

1.9 EXAMINATION

- A. Verify existing site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.
- B. Prior to the application of new materials, the contractor shall notify HACC for verification of the conditions of the substrate.

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1.10 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Floor substrates shall comply with code requirements including the requirements of IRC 2003 Edition, and comply with manufacturer’s recommendations, prior to application.
- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying new material or substance in contact or bond.

1.11 SUBSTITUTIONS

- A. Requests for Substitutions shall be considered only 5 days before bids are received.

1.12 FINAL CLEANING

- A. Execute final cleaning prior to final inspection. Final cleaning shall be complete so that units are ready for move-in. Final cleaning is subject to acceptance of HACC.

1.13 PROTECTING INSTALLED CONSTRUCTION

- A. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- B. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.

1.14 WARRANTIES

- A. Provide notarized copies.
- B. Execute and assemble transferable warranty documents from subcontractors, suppliers, and manufacturers.
- C. All warranties shall be completely filled out with project information including address of installation, model number, color and date of installation.
- D. Submit prior to final Application for Payment.

1.15 FINAL INSPECTIONS

- A. When the Contractor notifies HACC, as to the date when in its opinion all or a designated portion of the Work will be substantially complete and ready for inspection, then the units will be scheduled for inspection. This inspection shall be attended by the Contractor’s and HACC’s representatives, who shall sign the “punch list” stating that they have performed the inspection and indicating the date.
- B. Punch list items are to be completed in a timely manner but shall be complete in no more than 2 consecutive calendar days after the date of the punch list inspection, by the Contractor, who shall then request, a re-inspection of the construction.

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1.16 CERTIFICATE OF FINAL ACCEPTANCE

- A. Final Acceptance shall be achieved only after all work has been completed except warranty period work that may arise. The work includes all work under the contract, both physical work and paperwork, completed warranty documents, as-built documents, maintenance manuals, etc. The date of Final Acceptance will be documented and agreed upon by both HACC and the Contractor. This date will be used to calculate the number of contract days used to perform the contract work. Documentation shall be in the form of the attached form, Certificate of Final Acceptance.

1.17 **Questions**

- B. **All questions shall be submitted in writing. A written response shall be given within 48hrs of submittal.**
- C. **Questions submittal deadline shall be March 06, 2024 @ 2:00pm.**

END OF SECTION

SECTION 09650  
RESILIENT FLOORING

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes resilient Vinyl Sheet flooring, Vinyl Composition Tile, Luxury Vinyl Tile and Rubber Base.

1.2 SYSTEM DESCRIPTION

- A. Resilient Flooring: Conform to applicable code for flame/smoke rating requirements in accordance with ASTM E84.

1.3 SUBMITTALS

- A. Product Data: Submit manufacturer's product data.
- B. Samples: One sample for Sheet Vinyl, Vinyl Composition Tile, Luxury Vinyl Tile and Rubber Base.

1.4 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: Submit maintenance instruction and data.

1.5 QUALITY ASSURANCE

- A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three years documented experience.
- B. Installer: Company specializing in performing Work of this section with minimum three years documented experience.

PART 2 PRODUCTS

2.1 MANUFACTURERS (No Substitutions)

- A. Sheet Vinyl:
1. Tarkett Sheet Vinyl 60", – Color: Urban Ash – Paela TKPRF550126.
  2. Armstrong World Industries Inc., Connection CORLON # 88705, Color: Devon Beige.
  3. Patcraft, Style: I623V Pursue Sheet, Color: Calm #00730, Collection: Within.
  4. Patcraft, Style: I690V Holistic Shades, Color: Natural #00130, Collection; Holistic.
  5. Sealer: Johnson over and under sealer (Contract Furnishing Mart 503-656-5277)
  6. Polish: Armstrong Excelon Floor Polish (Contract Furnishing Mart 503-656-5277)
- B. Vinyl Composition Tile:
1. Armstrong World Industries Inc., Imperial Texture, Standard Excelon, 12" x 12" x 1/8", # 51811031, Color: Antique White.
  2. Sealer: Johnson over and under sealer (Contract Furnishing Mart 503-656-5277)
  3. Polish: Armstrong Excelon Floor Polish (Contract Furnishing Mart 503-656-5277)
- C. Rubber Base:
1. Roppe Flooring Products.
  2. 4" & 6" Rubber Base with toe.
  3. Color: No. 125 "Fig"
  4. Thickness: 0.125"

- D. Luxury Vinyl Tile:
  - 1. Pac Mat Pure Color: Virgo #DJLV0203, 7”x 48”.
  - 2. Patcraft, Style: I707V Treeline, Color: Chestnut-V2 #00837, Collection: Treeline. 7”x48”.
  - 3. Patcraft, Style: I633V Pursue Plank, Color: Calm-V2 #00730, Collection: Within. 7”x48”.
  - 4. Adhesive: Per manufactures installation instructions and warranty.
  
- E. Stair Treads, Risers, Stringers and Landings Manufacturer: (No Exception)
  - 1. BurkeMercer Flooring Products.
  - 2. Radial Rubber Tread and corresponding Risers, Tile, Skirting, Nosing, Stringers and Landing Tiles.
  - 3. Nosing Style: Adjustable Nose. 1 ½” horizontal return, 1 ¾” vertical return, full width of stair tread and in one piece. (At landings confirm width with HACC). Thickness 0.125”, smooth pattern.
    - 1. Stair Risers: Height and length in one piece. Thickness 0.125”, smooth pattern.
    - 2. Stringers: Height and length in one piece in maximum available length. Thickness 0.125”, smooth pattern.
    - 3. Color: verify with HACC.

## 2.2 ACCESSORIES

- A. **Underlayments: ½” ACX sanded plywood throughout.**
- B. Subfloor Filler: Type recommended by floor material manufacturer.
- C. Primers and Adhesives: Waterproof, types recommended by floor material manufacturer.

## PART 3 EXECUTION

### 3.1 EXAMINATION AND PREPARATION

- A. Remove existing floor mounted refrigerator, range (Disconnect non-tilt chain or sleeve), water heater and water closet, and temporarily store in a safe location until the resilient floor is installed.
- B. Install substrate that is a type as recommended by floor material manufacturer and as required by Chapter 5, of the 2005 Oregon Residential Specialty Code. Subfloors/Underlayments shall be dry, clean, smooth, free from paint and varnish, existing adhesive residue, wax, oil and other foreign matter. Fill and sand smooth all joints, holes, and chips.
- C. After the substrate and preparation work is completed, Contractor shall notify HACC that the finish floor is ready for installation. Upon verification, HACC shall issue a written approval for the Contractor to proceed with the work.
- D. Maintain temperature at a minimum of 65 degree F for 48 hours prior to installation, during installation, and 48 hours after installation. Maintain a minimum temperature of 60 degrees F thereafter. Condition flooring materials and adhesives to room temperature prior to starting installation. Protect all materials from the direct flow of heat.
- E. Fill minor low spots and other defects with sub-floor filler and sand smooth.
- F. Apply primer to surfaces.
- G. Fill substrate low areas with leveling compounds and underlayments as required to obtain level float finish within ¼ inch in 10 feet and sand smooth.

3.2     **INSTALLATION**

- A.     Install using the Securabond Installation System with S-599 Adhesive in the field area and S-761 Adhesive under all seams., and S-580 in flash cove areas. Install according to the floor material manufacturer’s instructions.
- B.     Install sheet flooring parallel to length of room. Provide minimum of 1/3 full roll width. Double cut sheet and butt joints hairline.
- C.     Terminate flooring at centerline of door openings where adjacent floor finish is dissimilar. Install edge strips where dissimilar floor finishes meet.
- D.     Recess Scribe flooring to appurtenances to produce tight joints. **Keep number of joints to a minimum.** Verify and confirm number and location of seams prior to installation of floor finishes with HACC.
- E.     Fit joints tightly.
- F.     Adhere base tight to wall and floor surfaces.
- G.     Fit joints tight and vertical. Miter internal corners. At external corners, V-cut back of base strip to 2/3 of its thickness and fold.
- H.     Reinstall refrigerator, range (Reattach non-tilt chain or sleeve), water heater and water closet.
- I.     Tile and sheet vinyl shall receive the sealer and two coats of floor polish to protect floor. Types and brand listed above.

3.3     **CLEANING**

- A.     Remove excess adhesive from surfaces without damage.
- B.     Do not wash the floor for at least five days after installation. After five days, damp mop with a very neutral detergent solution.

END OF SECTION

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P.O BOX 1510, 13900 S. GAIN STREET, OREGON CITY, OR 97045  
SECTION 09680  
CARPET

**PART 1 GENERAL**

**1.1 SUMMARY**

- A. Section includes carpet stretched-in with cushion pad underlay.
- B. Direct glue broadloom carpet (ADA units)

**1.2 SUBMITTALS**

- A. Product Data: Submit data indicating material specifications and full range of standard pattern and color options.
- B. Samples: Submit two samples 18 x 18 inch in size illustrating color and pattern for each carpet material specified.

**1.3 CLOSEOUT SUBMITTALS**

- A. Operation and Maintenance Data: Submit maintenance and cleaning instructions.

**1.4 QUALITY ASSURANCE**

- A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three years documented experience.
- B. Carpet Installer Qualifications: Employ carpet layers with minimum of 3 years in installing commercial carpets. Submit qualification prior to beginning work.

**1.5 WARRANTY**

- A. Furnish seven-year manufacturer warranty for carpet integrity, wear, and colorfastness.

**PART 2 PRODUCTS (No Substitution)**

**2.1 CARPET**

- A. Manufacturers: (No Exceptions)
  - 1. Shaw Industries, Queen Carpets.
- B. Base Manufactures:
  - 1. Roppe Flooring Products. (No Exceptions)
  - 2. Color: 140 “Fawn”
  - 3. 4” & 6” with Toe. 700 Series

**2.2 COMPONENTS**

- A. Carpet: Mohawk Carpets. (No Exceptions)
  - 1. Style Name: FAST PITCH
  - 2. Style No.: LS056
  - 3. Construction: TEXTURE.
  - 4. Fiber Content: POLYESTER
  - 5. Color: Sandy Beach / Verify with HACC
  - 6. Pad 6lb

**HACC WIDE FLOORING 2024-2026 – PROJECT #24002**  
**HOUSING AUTHORITY OF CLACKAMAS COUNTY**  
P.O BOX 1510, 13900 S. GAIN STREET, OREGON CITY, OR 97045

- B. Carpet: Mohawk Carpets. (No Exceptions)
1. Style Name: GRATITUDE
  2. Style No.: LS054
  3. Construction:
  4. Fiber Content: POLYESTER
  5. Color: Cobble Path / Verify with HACC
  6. Pad 6lb
- C. (ADA) Carpet: Philadelphia Carpets. (No Exceptions)
1. Style Name: STONEFIELD 24 SLC.
  2. Style Number: 54135
  3. Construction: GRAPHIC LOOP.
  4. Color: 33200 SANDSTONE / Verify with HACC
  5. Fiber Content: 100% PERMACOLOR BCF POLYPROPYLENE.
  6. Face Weight ozs/yd2: 24.
- D. Carpet Tile: Mohawk Group – Pure Genius II. (No Exceptions)
1. Style Name: Artist II 24”x24”
  2. Style No.: BT380
  3. Construction: TUFTED
  4. Color: Verify with HACC.

### 2.3 ACCESSORIES

- A. Tackless Strip: Carpet gripper, water resistant plywood in strips as required to match cushion thickness and in compliance with CRI 104,11.3.
- B. Edge Strips: Embossed aluminum.
- C. Seam Adhesive: Recommended by manufacturer.
- D. Sub-Floor Filler: White pre-mix latex; type recommended by carpet manufacturer.
- E. Carpet Adhesive: Non-Toxic, waterproof, white latex base cement as recommended by carpet manufacturer.

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Verify floor surfaces are smooth and flat and comply with manufacturer’s installation requirements.
- B. After the substrate and preparation work is completed, Contractor shall notify HACC that the finish floor is ready for installation. Upon verification, HACC shall give a written approval for the Contractor to proceed with the Work.

### 3.2 PREPARATION

- A. Remove sub-floor ridges and bumps.
- B. Fill cracks, holes, and low areas with floor patching compound.
- C. Vacuum clean substrate.
- D. New carpeting may be installed over existing vinyl composite tile where tile is securely attached to substrate. Confirm with HACC before proceeding. Strip Clean tile of wax residue and dry, prior to installing pad.



3.3 INSTALLATION

- A. **ABSOLUTELY NO OVERLAYS OF ANY FLOORING. VERIFY WITH HACC PRIOR TO INSTALL.**
- B. Install carpet and cushion in accordance with Carpet and Rug Institute CRI 104 - Standard for Installation of Commercial Textile Floorcovering Materials.
- C. Verify carpet match before cutting to ensure minimal variation between dye lots.
- D. Lay out carpet:
1. Locate seams in area of least traffic, out of areas of pivoting traffic, and parallel to main traffic.
  2. Do not locate seams perpendicular through door openings.
  3. Align run of pile in same direction as anticipated traffic and in same direction on adjacent pieces.
  4. Locate change of color or pattern between rooms under door centerline.
  5. Provide monolithic color, pattern, and texture match within each contiguous area.
- E. Install carpet over cushion pad, stretched-in. Join seams using hot adhesive tape. Form seams straight, not overlapped or peaked, and free of gaps.
- F. Installation On Stairs:
1. Install tackless strips at back of treads, with pins facing riser, and at bottom of riser, with pins facing tread.
  2. Install cushion on stair treads.
  3. Install carpet on stairs with run of pile in opposite direction of anticipated traffic to avoid peaking of backing at nosings.
  4. Stretch carpet over stair treads, full width in one piece. Fold carpet under on each side.
- G. Cleaning:
1. Remove excess adhesive from floor, base, and wall surfaces without damage.
  2. **Clean and vacuum carpet surfaces.**

END OF SECTION

# General Conditions for Non-Construction Contracts

## Section I – (With or without Maintenance Work)

### U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 11/30/2023)

Public Reporting Burden for this collection of information is estimated to average one 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. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

**Applicability. This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:**

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$150,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 905.100) **greater than \$2,000 but not more than \$150,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$150,000 – use Sections I and II.**

### Section I - Clauses for All Non-Construction Contracts greater than \$150,000

#### 1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the Housing Authority.
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

#### 2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

- proposal submitted before final payment of the contract.
- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
  - (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

#### 3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

#### 4. Examination and Retention of Contractor's Records

- (a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

- 
- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
- (i) appeals under the clause titled Disputes;
  - (ii) litigation or settlement of claims arising from the performance of this contract; or,
  - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

#### 5. Rights in Data (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.

#### 6. 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.

#### 7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section III, Labor Standards Provisions, including any claims for damages for the alleged breach there of 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 HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (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 the contract, and comply with any decision of the HA.

#### 8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

#### 9. Assignment of Contract

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

#### 10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

#### 11. Organizational Conflicts of Interest

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
  - (i) Award of the contract may result in an unfair competitive advantage; or
  - (ii) The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

#### 12. Inspection and Acceptance

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

### 13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

### 14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

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

### 15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a

person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

## 16. Equal Employment Opportunity

During the performance of this contract, the

Contractor/Seller agrees as follows:

(a) The [contractor/seller] will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. The

[contractor/seller] will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b) The [contractor/seller] will, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, disability, or national origin.

(c) The [contractor/seller] will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the [contractor/seller]'s legal duty to furnish information.

(d) The [contractor/seller] will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the [contractor/seller]'s commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The [contractor/seller] will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The [contractor/seller] will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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

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

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

## 17. Equal Opportunity for Workers with Disabilities

1. The [contractor/seller] will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The [contractor/seller] agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices, including the following:

- i. Recruitment, advertising, and job application procedures;
- ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- iii. Rates of pay or any other form of compensation and changes in compensation;
- iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- v. Leaves of absence, sick leave, or any other leave;
- vi. Fringe benefits available by virtue of employment, whether or not administered by the [contractor/seller];
- vii. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- viii. Activities sponsored by the [contractor/seller] including social or recreational programs; and
- ix. Any other term, condition, or privilege of employment.

2. The [contractor/seller] agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

3. In the event of the [contractor/seller] noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

4. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the [contractor/seller]'s obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities.

The [contractor/seller] must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Braille or large print versions of the notice, or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the [contractor/seller], a [contractor/seller] will satisfy its posting obligations by posting such notices in an electronic format, provided that the [contractor/seller] provides computers, or access to computers, that can access the electronic posting to such employees, or the [contractor/seller] has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the [contractor/seller] to notify job applicants of their rights if the [contractor/seller] utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

5. The [contractor/seller] will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the [contractor/seller] is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, individuals with physical or mental disabilities.

6. The [contractor/seller] will include the provisions of this clause in every subcontract or purchase order in excess of \$ 10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director, Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7. The [contractor/seller] must, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

## 18. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

## 19. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

## 20. Other Contractors

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

## 21. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

## 22. 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) 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
- (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.

## 22. 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



# General Conditions for Non-Construction Contracts

## Section II – (With Maintenance Work)

### U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 11/30/2023)

Public Reporting Burden for this collection of information is estimated to average one 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. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

**Applicability. This form HUD-5370C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:**

- 1) Non-construction contracts (*without* maintenance) greater than \$150,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 905.200) greater than \$2,000 but not more than \$150,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$150,000 – use Sections I and II.

### Section II – Labor Standard Provisions for all Maintenance Contracts greater than \$2,000

#### 1. Minimum Wages

- (a) All maintenance laborers and mechanics employed under this Contract in the operation of the project(s) shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development which is attached hereto and made a part hereof. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. 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 classifications and wage rates approved by HUD under subparagraph 1(b), 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.
- (b) (i) Any class of laborers or mechanics 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 only when the following criteria have been met:
  - (1) The work to be performed by the classification required is not performed by a classification in the wage determination;
  - (2) The classification is utilized in the area by the industry; and
  - (3) The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.(ii) The wage rate determined pursuant to this paragraph 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.

#### 2. Withholding of funds

The Contracting Officer, upon his/her own action or upon request of HUD, shall withhold or cause to be withheld from the Contractor under this Contract or any other contract subject to HUD-determined wage rates, with the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor the full amount of wages required by this clause. In the event of failure to pay any laborer or mechanic employed under this Contract all or part of the wages required under this Contract, the Contracting Officer or HUD may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment or advance until such violations have ceased. The Public Housing Agency or HUD 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.

#### 3. Records

- (a) The Contractor and each subcontractor shall make and maintain for three (3) years from the completion of the work records containing the following for each laborer and mechanic:
  - (i) Name, address and Social Security Number;
  - (ii) Correct work classification or classifications;
  - (iii) Hourly rate or rates of monetary wages paid;
  - (iv) Rate or rates of any fringe benefits provided;
  - (v) Number of daily and weekly hours worked;
  - (vi) Gross wages earned;
  - (vii) Any deductions made; and
  - (viii) Actual wages paid.
- (b) The Contractor and each subcontractor shall make the records required under paragraph 3(a) available for inspection, copying, or transcription by authorized representatives of HUD or the HA and shall permit such representatives to interview employees during working hours on the job. If the Contractor or any subcontractor fails to make the required records 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.

#### 4. Apprentices and Trainees

- (a) Apprentices and trainees will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in:
  - (i) A bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration (ETA), 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/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; A

- (ii) A trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or
- (iii) A training/trainee program that has received prior approval by HUD.

- (b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.
- (c) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.
- (d) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.
- (e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**5. Disputes concerning labor standards**

- (a) Disputes arising out of the labor standards provisions contained in Section II of this form HUD-5370-C, other than those in Paragraph 6, shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and the HA, or HUD, or the employees or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this section may be initiated upon HUD's own motion, upon referral of the HA, or upon request of the Contractor or subcontractor(s).
  - (i) A Contractor and/or subcontractor or other interested party desiring reconsideration of findings of violation by the HA or HUD relating to the payment of straight-time prevailing wages or classification of work shall request such reconsideration by letter postmarked within 30 calendar days of the date of notice of findings issued by the HA or HUD. The request shall set

forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD). The HA or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.

- (b) Disputes arising out of the labor standards provisions of paragraph 6 shall not be subject to paragraph 5(a) of this form HUD-5370C. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this paragraph 5(b) include disputes between the Contractor (or any of its subcontractors) and the HA, HUD, the U.S. Department of Labor, or the employees or their representatives.

**6. Contract Work Hours and Safety Standards Act**

The provisions of this paragraph 6 are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" includes watchmen and guards.

- (a) **Overtime requirements.** No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the provisions set forth in paragraph 6(a), the Contractor and any

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subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to the District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions set forth in paragraph (a) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

- (c) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such Contract or any federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

## **7. Subcontracts**

The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this Section II 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 the provisions contained in these clauses.

## **8. 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, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.

**INVITATION to BID**  
**ADDENDUM #1**  
**February 20, 2024**

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It is the responsibility of the prospective bidders to note the contents of this addendum and to notify the Owner that the addendum has been received. Acknowledge receipt by noting receipt of this addendum on the bid form.

The following changes in the contract documents constitute this addendum. All changes by addendum are to be included in proposal form and the contents of addenda become part of the contract documents for this project. All changes offset only the specified drawings, words, or paragraphs mentioned. The balance of the contract documents will remain in full force.

For description of individual revisions, see the attached notes and details. These revisions to contract documents are noted by individual revision numbers.

**DELETE THE FOLLOWING:**

1. Original Bid Form.
2. Original Scope of Work.

**ADD THE FOLLOWING:**

1. Revised Bid Form.
2. Revised Scope of Work.

The purpose of this Addendum is to replace the above original forms with revised forms .

All other bid documents remain unchanged.

**BID FORM – (Revised)**

BIDDER \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE & FAX NUMBER \_\_\_\_\_

**BID FOR: HACC WIDE FLOORING – 2024-2026 – PROJECT #24002**

THE HOUSING AUTHORITY OF CLACKAMAS COUNTY  
P.O. Box 1510  
13930 S. Gain Street  
Oregon City OR 97045

TO: Contracting Officer:

1. The undersigned, having familiarized (himself/herself/themselves) with the local conditions affecting the cost of the work, and with the Specifications (including the Invitation for Bids, Instruction to Bidders (form HUD-5369), this bid, the Form of Non-collusive Affidavit, the Form of Contract, and the General Conditions (form HUD-5370), the Special Conditions, the Scope of Work, the Technical Specifications, and Addenda if any thereto, as prepared by the Housing Authority of Clackamas County (HACC) and on file in the office of HACC hereby proposes to furnish all labor, materials, equipment, and services required to complete: **HACC WIDE FLOORING 2024-2026 – PROJECT #24002** all in accordance therewith, for the total sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_).

2. In submitting this bid, it is understood that the right is reserved by the Housing Authority of Clackamas County, Oregon City, Oregon, to reject any and all bids. If written notice of the acceptance of this bid is mailed, telegraphed, or delivered the undersigned within sixty (60) 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 within ten (10) days after the contract is presented to Contractor for signature.

3. Security in the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) in the form of \_\_\_\_\_ 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 their proposal or any other proposal or the submitting of proposals for the contract for which this proposal is submitted.

5. The bidder represents that bidder has [ ] has not [ ] participated in a previous contract or subcontract subject to the equal opportunity clause prescribed by Executive Orders 10925, 11114 or 11246 or the Secretary of Labor; that bidder 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

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**HOUSING AUTHORITY OF CLACKAMAS COUNTY**  
P.O BOX 1510, 13900 S. GAIN STREET, OREGON CITY, OR 97045

need not be submitted in connection with contracts or subcontracts which are exempt from the clause.)

6. The bidder represents and agrees [ ] does not agree [ ] as part of this bid that the provisions of ORS 279.350 or 40 U.S.C. 276a are to be complied with. (The above representation need not be submitted in connection with contracts or subcontracts which are exempt from the clause.)
7. Change Orders to the subsequent contract will be approved for labor rates as shown on the attached wage determination or actual wages (as verified by certified payrolls) whichever is greater and materials at contractors cost. All Change Orders will include a maximum addition of 15% for the total Overhead and Profit.
8. **Complete each item number (1 – 41) below:**

LOT#	SCOPE OF WORK LOT #'s	BID AMOUNT PER UNIT	
1.	See scope of work.	\$	SF
2.	See scope of work.	\$	SF
3.	See scope of work.	\$	SF
4.	See scope of work.	\$	SF
5.	See scope of work.	\$	SF
6.	See scope of work.	\$	SF
7.	See scope of work.	\$	SF
8.	See scope of work.	\$	SF
9.	See scope of work.	\$	SF
10.	See scope of work.	\$	SF
11.	See scope of work.	\$	SF
12.	See scope of work.	\$	SF
13.	See scope of work.	\$	SF
14.	See scope of work.	\$	SF
15.	See scope of work.	\$	SF
17.	See scope of work.	\$	SF
19.	See scope of work.	\$	SF
21.	See scope of work.	\$	SF
22.	See scope of work.	\$	SF
3.	See scope of work.	\$	SF
24.	See scope of work.	\$	SF
25.	See scope of work.	\$	SF
26.	See scope of work.	\$	SF
27.	See scope of work.	\$	SF
28.	See scope of work.	\$	SF
29.	See scope of work.	\$	SF
30.	See scope of work.	\$	SF

**HACC WIDE FLOORING 2024-2026 – PROJECT #24002**  
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**Continued - Complete each item number below:**

31.	See scope of work.	\$	LF
32.	See scope of work.	\$	LF
33.	See scope of work.	\$	LF
34.	See scope of work.	\$	EA
35.	See scope of work.	\$	LF
36.	See scope of work.	\$	EA
37.	See scope of work.	\$	EA
38.	See scope of work.	\$	EA
39.	See scope of work.	\$	SF
40.	See scope of work.	\$	SF
41.	See scope of work	\$	SF
42.	See scope of work	\$	SF
43.	See scope of work	\$	EA
44.	See scope of work	\$	HR
	<b>Total Amount of items 1-41</b>	<b>\$</b>	

**Complete the 5 sample flooring projects below using the unit prices submitted above. Total the 5 samples and insert that result in the space provided in paragraph 1 on page one above:**

**NOTE: SAMPLES 1-5 ARE FOR BIDDING PURPOSES ONLY.**

**No minimum workload is guaranteed by HACC.**

**Sample Flooring Project No. 1**

		Unit Price	Unit of Measure	Total Price
A	Remove and dispose of one layer of resilient sheet flooring and base – No Bathrooms	\$	1950SF	\$
B	Install new sheet vinyl flooring (Specification Section 09650, Sheet Vinyl – Paragraph 2.1, A, 2)– Labor and Materials – No bathroom	\$	750SF	\$
C	Install new 4” rubber base	\$	150LF	\$
D	Install new carpet (Specification Section 09680, Carpet – Paragraph 2.2A) – Labor and materials	\$	1200SF	\$
E	Mobilization	\$	EA	\$

**Sample No. 1 Total = \$ \_\_\_\_\_**

**Sample Flooring Project No. 2**

		Unit Price	Unit of Measure	Total Price
A	Remove and dispose of two layers of sheet vinyl flooring and base – No bathrooms	\$	1000SF	\$
B	Remove and reinstall damaged sub floor	\$	375SF	\$
C	Install new sheet vinyl flooring (Specification Section 09650, Sheet Vinyl – Paragraph 2.1, A, 2)– Labor and Materials – No bathroom	\$	1000SF	\$
D	Install new 4”rubber base	\$	140LF	\$
E	Mobilization	\$	EA	\$

**Sample No. 2 Total = \$ \_\_\_\_\_**

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**Sample Flooring Project No. 3**

		Unit Price	Unit of Measure	Total Price
A	Remove and dispose of two layers of VCT and base	\$	1275SF	\$
B	Install new plywood underlayment	\$	1275SF	\$
C	Install new VCT (Specification Section 09650, VCT – Paragraph 2.1, B, 1 – Labor and materials	\$	1275SF	\$
D	Install new 4” rubber base	\$	185LF	\$
E	Mobilization	\$	EA	\$

**Sample No. 3 Total = \$ \_\_\_\_\_**

**Sample Flooring Project No. 4**

		Unit Price	Unit of Measure	Total Price
A	Remove and dispose of one layer of VCT and base	\$	800SF	\$
B	Remove and reinstall damaged sub floor	\$	375SF	\$
C	Install new sheet vinyl flooring (Specification Section 09650, Sheet Vinyl – Paragraph 2.1, A, 2 – Labor and Materials – No bathroom	\$	1000SF	\$
D	Install new 4” rubber base	\$	140LF	\$
E	Mobilization	\$	EA	\$

**Sample No. 4 Total = \$ \_\_\_\_\_**

**Sample Flooring Project No. 5**

		Unit Price	Unit of Measure	Total Price
A	Remove and dispose of existing carpet, pad and tack strips	\$	1200SF	\$
B	Remove and dispose of existing glued down carpet/pad	\$	725SF	\$
C	Remove and reinstall damaged sub floor	\$	560SF	\$
D	Install new carpet, Specification Section 09680, Carpet – Paragraph 2.2 B – Labor and Materials	\$	1200SF	\$
E	Install new VCT (Specification Section 09650, Sheet Vinyl – Paragraph 2.1, B, 1 – Labor and materials	\$	725SF	\$
F	Install new 4” rubber base – Labor and materials	\$	200LF	\$
G	Mobilization	\$	EA	\$

**Sample No. 5 Total = \$ \_\_\_\_\_**

**TOTAL OF SAMPLES 1 THRU 5 - \$ \_\_\_\_\_**  
**Insert this total in paragraph one above.**



## **CONTRACTOR BIDDING REQUIREMENTS**

### **1. Submission Requirements:**

- a. To be considered responsive and responsible, each contractor shall respond to the following requirements. Responses must be specific and complete unto themselves. Any submittal that, in the opinion of HACC, does not fully and completely address these requirements will not be reviewed and bid may be considered non-responsive.

### **2. Minimum Requirements:**

- a. To be qualified to respond, contractors must not be debarred, suspended, or otherwise ineligible to contract with HACC, and must **not** be included on the General Services Administration's "List of Parties Excluded From Federal Procurement and Non-Procurement Programs" or the Department of Housing and Urban Development's "Limited Denial of Participation" list. In addition, contractors must have current and active registration in the State of Oregon Business Registry.

### **3. Similar Project Experience:**

- a. Describe your firm's relevant experience within the areas under the Scope of Work. Please describe your firm's experience as it relates to rehabilitation/modernization projects.
- b. Please describe your firm's specific experience working with Housing Authorities and/or Public Agencies. Describe in detail two public housing projects that your firm is currently working on and/or has completed in the last five years. Describe the scope of work and dollar value for each project.
- c. Please describe your firm's approach to managing multiple project work sites at any one time, and the firm's capacity to address competing project timelines.

### **4. References:**

- a. Provide (3) references, previous and/or current, including the name and title of the contact person, their mailing address, email address, phone number and fax number. If available, please provide one reference from a public housing authority or other public agency.

### **5. Firm Description:**

- a. Provide the firm's history, organization and size including number of staff in each work area.
- b. Describe the overall staffing approach to be used in connection with this contract. Provide information regarding staff experience and qualifications that demonstrates the contractor's capacity to perform the required services.
- c. Provide the identity of the Project Manager that will be monitoring managing this project.
- d. Provide the firm's history to complete projects on time by maintaining a weekly progress schedule and completing on budget.

### **6. Method of Award:**

- a. HACC will evaluate all responsive bids and award a contract to the lowest responsive responsible bidder based on lowest contract price. The information listed above will be part of the bid evaluation and shall be part of the consideration of a responsive contractor's bid. If the bidder does not execute the contract, it will be awarded to the next lowest responsive bid. Failure to provide the information above may render contractor's bid non-responsive. In determining the lowest contract price, HACC reserves the right to take into consideration any or all authorized base bids as well as alternates or combinations indicated in the bid form.
- b. HACC reserves the right to reject any and all bids and to waive minor informalities. The procedures for contract awards shall be in compliance with the provisions of the LCRB Rules in effect at that time.

NOTE: The penalty for making false statements is prescribed in 19 U.S.C. 1001.

**Date:**

\_\_\_\_\_

\_\_\_\_\_ (Name of Bidder)

**Official Address:**

\_\_\_\_\_

\_\_\_\_\_ (By: Signature of Bidder)

\_\_\_\_\_

\_\_\_\_\_ (Title of Bidder)

**Attest:**

\_\_\_\_\_

\_\_\_\_\_

**THE FOLLOWING SIGNED ORIGINAL DOCUMENTS SHALL BE SUBMITTED TO THE ADDRESS INDICATED ON THE INVITATION TO BID AS PART OF YOUR BID. THESE ORIGINALS SHALL BE RECEIVED BY HACC PRIOR TO THE POSTED CLOSING DATE AND TIME**

1. Completed form HUD-5369-C - Representations, Certifications of Offerors Non Construction Contracts
2. Completed Bid Bond
3. Completed Non-Collusive Affidavit
4. Completed Certification: Economic Opportunities for Low and Very-low Income Persons (Section 3)
5. Completed Disclosure of First Tier Subcontractors (if any) – PRIOR TO 4PM
6. Completed and signed Bid Form.
7. Contractor's Bidding Requirements.
8. Copy of Current CCB License.

**FAILURE TO SUBMIT ALL OF THE ABOVE, BY THE DATE AND TIME REQUIRED, MAY RENDER YOUR BID NONRESPONSIVE.**

**ADDENDUMS RECEIVED:**

Addendum #1 \_\_\_\_\_ Addendum #2 \_\_\_\_\_ Addendum #3 \_\_\_\_\_ Addendum #4 \_\_\_\_\_  
Addendum #5 \_\_\_\_\_ Addendum #6 \_\_\_\_\_ Addendum #7 \_\_\_\_\_ Addendum #8 \_\_\_\_\_.

## **Scope of Work – (Revised)**

The contractor shall provide all labor and materials necessary for the installation/replacement of carpeting, resilient flooring, and vinyl composition tile (VCT) on an as needed basis. No minimum workload guaranteed. Maximum term of the contract shall not exceed two years (730 days). Any contract issued shall be for a Not-to-Exceed amount of \$250,000.00 over the two-year (730 day) period. **HACC WILL NOT ACCEPT ANY TYPE OF FLOORING OVERLAY AT ALL. VERIFY WITH HACC PRIOR TO INSTALLATION.**

### **SHEET VINYL:**

1. Remove and dispose of one layer of sheet vinyl flooring and base – ALL ROOMS EXCEPT BATHROOM.
2. Remove and dispose of two layers of sheet vinyl flooring and base – ALL ROOMS EXCEPT BATHROOM.
3. Remove and dispose of one layer of sheet vinyl flooring and base – BATHROOM ONLY.
4. Remove and dispose of two layers of sheet vinyl flooring and base – BATHROOM ONLY.
5. Install new sheet vinyl flooring, Specification Section 09650, Resilient Flooring – Paragraph 2.1, A, 1 – Labor and materials. – ALL ROOMS EXCEPT BATHROOM
6. Install new sheet vinyl flooring, Specification Section 09650, Resilient Flooring – Paragraph 2.1, A, 1 – Labor and materials. – BATHROOM ONLY.
7. Install new sheet vinyl flooring, Specification Section 09650, Resilient Flooring – Paragraph 2.1, A, 2 – Labor and materials. – ALL ROOMS EXCEPT BATHROOM
8. Install new sheet vinyl flooring, Specification Section 09650, Resilient Flooring – Paragraph 2.1, A, 2 – Labor and materials. – BATHROOM ONLY.
9. Install new sheet vinyl flooring, Specification Section 09650, Resilient Flooring – Paragraph 2.1, A, 3 – Labor and materials. – ALL ROOMS EXCEPT BATHROOM
10. Install new sheet vinyl flooring, Specification Section 09650, Resilient Flooring – Paragraph 2.1, A, 3 – Labor and materials. – BATHROOM ONLY.
11. Install new sheet vinyl flooring, Specification Section 09650, Resilient Flooring – Paragraph 2.1, A, 4 – Labor and materials. – ALL ROOMS EXCEPT BATHROOM
12. Install new sheet vinyl flooring, Specification Section 09650, Resilient Flooring – Paragraph 2.1, A, 4 – Labor and materials. – BATHROOM ONLY.

### **VCT:**

13. Remove and dispose of one layer of vinyl composition tile (VCT) and base.
14. Remove and dispose of two layers of vinyl composition tile (VCT) and base.
15. Install new vinyl composition tile (VCT). – Labor and materials

### **UNDERLAYMENT:**

16. Remove and dispose of underlayment only.
17. Remove and dispose of underlayment with attached sheet vinyl flooring.
18. Remove and reinstall any damaged/dry rotted sub-floor (upon prior approval of HACC)
19. Install new plywood underlayment. – Labor and materials

### **CARPET:**

20. Remove and dispose of existing carpet, pad, and tack strips.
21. Remove and dispose of existing glued down carpet/pad.
22. Install new carpet pad. – Labor and materials
23. Install new carpet, Specification Section 09680, Carpet – Paragraph 2.2 A – Labor and materials.
24. Install new carpet, Specification Section 09680, Carpet – Paragraph 2.2 B – Labor and materials.
25. Install new carpet, Specification Section 09680, Carpet – Paragraph 2.2 C – Labor and materials.
26. Install new carpet, Specification Section 09680, Carpet – Paragraph 2.2 D – Labor and materials.

**HACC WIDE FLOORING 2022-2024 – PROJECT #24002**  
**HOUSING AUTHORITY OF CLACKAMAS COUNTY**  
P.O BOX 1510, 13900 S. GAIN STREET, OREGON CITY, OR 97045

**LVT:**

27. Remove and dispose of one layer of luxury vinyl tile (LVT).
28. Install new luxury vinyl tile (LVT), Specification Section 09650, Resilient Flooring – Paragraph 2.1, D, 1 – Labor and materials.
29. Install new luxury vinyl tile (LVT), Specification Section 09650, Resilient Flooring – Paragraph 2.1, D, 2 – Labor and materials.
30. Install new luxury vinyl tile (LVT), Specification Section 09650, Resilient Flooring – Paragraph 2.1, D, 3 – Labor and materials.

**RUBBER BASE:**

31. Remove and dispose of rubber base.
32. Install new 4” rubber base – Labor and materials.
33. Install new 6” rubber base – Labor and materials.

**MISC:**

34. Move and Replace Furniture and Personal Belongings as required.
35. Install new vinyl heat seam weld on resilient sheet flooring as per manufactures installation instructions. Verify Color with HACC.
36. Remove and re-install refrigerator. The refrigerator must remain onsite and in working condition.
37. Remove and re-install kitchen range. Range and anti tip bracket shall be re-installed at the end of each day.
38. Remove and re-install toilet. The toilet must be re-installed at the end of each day if the dwelling only has one bathroom. Re-installation shall include a new wax ring. **NOTIFY HACC IF THE TOILET FLANGE IS BROKEN OR NOT IN WORKING ORDER.**
39. Install new Span HDP 12”x24” Field Tile. Color: Silver. Product # FTI34511312x24.
40. Install new QuartzLock2 grout for tile. Color: Raincloud Gray.
41. Install new RedGard Waterproofing Membrane.
42. Install new Hardie Backer Cement Board ½” thickness. 36”x60” Sheet.
43. Mobilization cost per unit
44. Hourly rate for small square footage work areas of 100 square feet and under in occupied units.

**RESPONSE TIME:**

- Contractor shall have 30 days from the date of approved work (via email or fax) to complete all work as required in vacant units.
- Contractor shall have 21 days from the date of approved work (via email or fax) to complete all work as required in occupied units. Work will need to be scheduled around and with tenant.

**For all work:**

The contractor shall be responsible for all permits and fees necessary to perform this work. All work performed as a result of this procurement shall be conducted in strict accordance with all applicable local, state and federal codes/regulations.

**INVITATION to BID**  
**ADDENDUM #2**  
**March 6, 2024**

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It is the responsibility of the prospective bidders to note the contents of this addendum and to notify the Owner that the addendum has been received. Acknowledge receipt by noting receipt of this addendum on the bid form.

The following changes in the contract documents constitute this addendum. All changes by addendum are to be included in proposal form and the contents of addenda become part of the contract documents for this project. All changes offset only the specified drawings, words, or paragraphs mentioned. The balance of the contract documents will remain in full force.

For description of individual revisions, see the attached notes and details. These revisions to contract documents are noted by individual revision numbers.

**DELETE THE FOLLOWING:**

1. Original Wage Determination OR20240012, MOD 2, 2/02/2024.

**ADD THE FOLLOWING:**

1. REVISED Original Wage Determination OR20240012, MOD 3, 2/23/2024.

Purpose of addendum is to update the wage determination with the current modification.

All other bid documents remain unchanged.

"General Decision Number: OR20240012 02/23/2024

Superseded General Decision Number: OR20230012

State: Oregon

Construction Type: Residential

County: Clackamas County 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)(1).

<p>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:</p>	<ul style="list-style-type: none"> <li>. Executive Order 14026 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$17.20 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 2024.</li> </ul>
<p>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:</p>	<ul style="list-style-type: none"> <li>. Executive Order 13658 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$12.90 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 2024.</li> </ul>

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	01/05/2024
1	01/26/2024

2 02/02/2024  
3 02/23/2024

BROR0001-011 06/01/2020

	Rates	Fringes
BRICKLAYER.....	\$ 28.84	10.72
TILE FINISHER.....	\$ 18.76	9.86
TILE SETTER.....	\$ 35.35	20.42

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CARP1503-004 07/01/2022

	Rates	Fringes
CARPENTER (INCLUDING ACCOUSTICAL CEILING INSTALLATION AND METAL STUD INSTALLATION)		
Multi Unit.....	\$ 34.13	13.81
Single Unit.....	\$ 31.42	13.81

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\* ELEC0048-016 01/01/2024

	Rates	Fringes
ELECTRICIAN.....	\$ 40.01	17.57

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ENGI0701-019 01/01/2024

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 56.66	16.90
GROUP 1A.....	\$ 58.82	16.90
GROUP 1B.....	\$ 60.98	16.90
GROUP 2.....	\$ 54.75	16.90
GROUP 3.....	\$ 53.60	16.90
GROUP 4.....	\$ 50.27	16.90
GROUP 5.....	\$ 49.03	16.90
GROUP 6.....	\$ 45.81	16.90

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 tandem scrapers, multi-engine

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

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

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

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

Zone Differential (add to Zone 1 rates):

Zone 2 - \$3.00

Zone 3 - \$6.00

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

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

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

All jobs or projects located more than 50 miles from the  
Portland City Hall, but outside the identified border



above, shall receive Zone III pay for all classifications.

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

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

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

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

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LAB00737-011 06/01/2023

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 36.11	16.80
GROUP 2.....	\$ 37.41	16.80
GROUP 3.....	\$ 31.39	16.80

LABORER CLASSIFICATIONS:

GROUP 1: Common or General Laborer

GROUP 2: Asphalt Raker; Grade Checker; Pipelayers

GROUP 3: Traffic Flaggers

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PAIN0010-002 07/01/2022

	Rates	Fringes
Painters:		
BRUSH, ROLLER AND SPRAY.....	\$ 30.72	14.04

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PAIN0010-003 07/01/2022

	Rates	Fringes
HIGHWAY/PARKING LOT STRIPING:		
Painter.....	\$ 38.18	15.08

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PLAS0555-003 06/01/2023

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 41.33	19.95

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PLUM0290-007 04/01/2017

	Rates	Fringes
PLUMBER		
INCLUDING HVAC PIPE		
INSTALLATION.....	\$ 30.67	27.03

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\* SUOR2009-010 10/16/2009

	Rates	Fringes
CARPENTER (Drywall Hanging Only).....	\$ 19.31	2.30
CARPENTER (Form Work Only).....	\$ 19.50	4.95
FENCE ERECTOR (Chain Link/Cyclone Fence).....	\$ 16.30 **	2.22
LABORER: Mason Tender - Brick...	\$ 20.60	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 22.18	7.40
PLASTERER.....	\$ 19.91	0.00
ROOFER.....	\$ 12.00 **	0.00
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 25.67	0.00
TRUCK DRIVER: Dump Truck.....	\$ 16.91 **	0.00
TRUCK DRIVER: Water Truck.....	\$ 17.00 **	5.95

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

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\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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) (iii)).

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

#### Union Rate Identifiers

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

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

#### Survey Rate Identifiers

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

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

#### Union Average Rate Identifiers

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

for the classifications and rates under that identifier.

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

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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.

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END OF GENERAL DECISION"

**INVITATION to BID**  
**ADDENDUM #3**  
**March 12, 2024**

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It is the responsibility of the prospective bidders to note the contents of this addendum and to notify the Owner that the addendum has been received. Acknowledge receipt by noting receipt of this addendum on the bid form.

The following changes in the contract documents constitute this addendum. All changes by addendum are to be included in proposal form and the contents of addenda become part of the contract documents for this project. All changes offset only the specified drawings, words, or paragraphs mentioned. The balance of the contract documents will remain in full force.

For description of individual revisions, see the attached notes and details. These revisions to contract documents are noted by individual revision numbers.

**DELETE THE FOLLOWING:**

1. Original Bid Form (Revised)
2. Bid date of Wednesday March 13th, 2024 at 2pm.

**ADD THE FOLLOWING:**

1. Original Bid Form (Revised #2)
2. Extend bid date to Tuesday March 19th, 2024 at 2pm

Purpose of addendum is to extend the bid date and update the revised original bid form with a second revised original bid form. LOT numbers on the bid form did not match up with LOT numbers on the scope of work. This addendum corrects the LOT numbering.

All other bid documents remain unchanged.

**BID FORM – (Revised #2)**

BIDDER \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE & FAX NUMBER \_\_\_\_\_

**BID FOR: HACC WIDE FLOORING – 2024-2026 – PROJECT #24002**

THE HOUSING AUTHORITY OF CLACKAMAS COUNTY  
P.O. Box 1510  
13930 S. Gain Street  
Oregon City OR 97045

TO: Contracting Officer:

1. The undersigned, having familiarized (himself/herself/themselves) with the local conditions affecting the cost of the work, and with the Specifications (including the Invitation for Bids, Instruction to Bidders (form HUD-5369), this bid, the Form of Non-collusive Affidavit, the Form of Contract, and the General Conditions (form HUD-5370), the Special Conditions, the Scope of Work, the Technical Specifications, and Addenda if any thereto, as prepared by the Housing Authority of Clackamas County (HACC) and on file in the office of HACC hereby proposes to furnish all labor, materials, equipment, and services required to complete: **HACC WIDE FLOORING 2024-2026 – PROJECT #24002** all in accordance therewith, for the total sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_).

2. In submitting this bid, it is understood that the right is reserved by the Housing Authority of Clackamas County, Oregon City, Oregon, to reject any and all bids. If written notice of the acceptance of this bid is mailed, telegraphed, or delivered the undersigned within sixty (60) 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 within ten (10) days after the contract is presented to Contractor for signature.

3. Security in the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) in the form of \_\_\_\_\_ 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 their proposal or any other proposal or the submitting of proposals for the contract for which this proposal is submitted.

5. The bidder represents that bidder has [ ] has not [ ] participated in a previous contract or subcontract subject to the equal opportunity clause prescribed by Executive Orders 10925, 11114 or 11246 or the Secretary of Labor; that bidder 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

**HACC WIDE FLOORING 2024-2026 – PROJECT #24002**  
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need not be submitted in connection with contracts or subcontracts which are exempt from the clause.)

6. The bidder represents and agrees [ ] does not agree [ ] as part of this bid that the provisions of ORS 279.350 or 40 U.S.C. 276a are to be complied with. (The above representation need not be submitted in connection with contracts or subcontracts which are exempt from the clause.)
7. Change Orders to the subsequent contract will be approved for labor rates as shown on the attached wage determination or actual wages (as verified by certified payrolls) whichever is greater and materials at contractors cost. All Change Orders will include a maximum addition of 15% for the total Overhead and Profit.
8. **Complete each item number (1 – 41) below:**

LOT#	SCOPE OF WORK LOT #'s	BID AMOUNT PER UNIT	
1.	See scope of work.	\$	SF
2.	See scope of work.	\$	SF
3.	See scope of work.	\$	SF
4.	See scope of work.	\$	SF
5.	See scope of work.	\$	SF
6.	See scope of work.	\$	SF
7.	See scope of work.	\$	SF
8.	See scope of work.	\$	SF
9.	See scope of work.	\$	SF
10.	See scope of work.	\$	SF
11.	See scope of work.	\$	SF
12.	See scope of work.	\$	SF
13.	See scope of work.	\$	SF
14.	See scope of work.	\$	SF
15.	See scope of work.	\$	SF
16.	See scope of work.	\$	SF
17.	See scope of work.	\$	SF
18.	See scope of work.	\$	SF
19.	See scope of work.	\$	SF
20.	See scope of work.	\$	SF
21.	See scope of work.	\$	SF
22.	See scope of work.	\$	SF
23.	See scope of work.	\$	SF
24.	See scope of work.	\$	SF
25.	See scope of work.	\$	SF
26.	See scope of work.	\$	SF
27.	See scope of work.	\$	SF
28.	See scope of work.	\$	SF
29.	See scope of work.	\$	SF
30.	See scope of work.	\$	SF



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**Continued - Complete each item number below:**

31.	See scope of work.	\$	LF
32.	See scope of work.	\$	LF
33.	See scope of work.	\$	LF
34.	See scope of work.	\$	EA
35.	See scope of work.	\$	LF
36.	See scope of work.	\$	EA
37.	See scope of work.	\$	EA
38.	See scope of work.	\$	EA
39.	See scope of work.	\$	SF
40.	See scope of work.	\$	SF
41.	See scope of work	\$	SF
42.	See scope of work	\$	SF
43.	See scope of work	\$	EA
44.	See scope of work	\$	HR

**Complete the 5 sample flooring projects below using the unit prices submitted above. Total the 5 samples and insert that result in the space provided in paragraph 1 on page one above:**

**NOTE: SAMPLES 1-5 ARE FOR BIDDING PURPOSES ONLY.**

**No minimum workload is guaranteed by HACC.**

**Sample Flooring Project No. 1**

		Unit Price	Unit of Measure	Total Price
A	Remove and dispose of one layer of resilient sheet flooring and base – No Bathrooms.	\$	1950SF	\$
B	Install new sheet vinyl flooring (Specification Section 09650, Sheet Vinyl – Paragraph 2.1, A, 2)– Labor and Materials – No bathroom	\$	750SF	\$
C	Install new 4” rubber base	\$	150LF	\$
D	Install new carpet (Specification Section 09680, Carpet – Paragraph 2.2A) – Labor and materials	\$	1200SF	\$
E	Mobilization	\$	EA	\$

**Sample No. 1 Total = \$ \_\_\_\_\_**

**Sample Flooring Project No. 2**

		Unit Price	Unit of Measure	Total Price
A	Remove and dispose of two layers of sheet vinyl flooring and base – No bathrooms	\$	1000SF	\$
B	Remove and reinstall damaged sub floor	\$	375SF	\$
C	Install new sheet vinyl flooring (Specification Section 09650, Sheet Vinyl – Paragraph 2.1, A, 2)– Labor and Materials – No bathroom	\$	1000SF	\$
D	Install new 4”rubber base	\$	140LF	\$
E	Mobilization	\$	EA	\$

**Sample No. 2 Total = \$ \_\_\_\_\_**

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**Sample Flooring Project No. 3**

		Unit Price	Unit of Measure	Total Price
A	Remove and dispose of two layers of VCT and base	\$	1275SF	\$
B	Install new plywood underlayment	\$	1275SF	\$
C	Install new VCT (Specification Section 09650, VCT – Paragraph 2.1, B, 1 – Labor and materials	\$	1275SF	\$
D	Install new 4” rubber base	\$	185LF	\$
E	Mobilization	\$	EA	\$

**Sample No. 3 Total = \$ \_\_\_\_\_**

**Sample Flooring Project No. 4**

		Unit Price	Unit of Measure	Total Price
A	Remove and dispose of one layer of VCT and base	\$	800SF	\$
B	Remove and reinstall damaged sub floor	\$	375SF	\$
C	Install new sheet vinyl flooring (Specification Section 09650, Sheet Vinyl – Paragraph 2.1, A, 2 – Labor and Materials – No bathroom	\$	1000SF	\$
D	Install new 4” rubber base	\$	140LF	\$
E	Mobilization	\$	EA	\$

**Sample No. 4 Total = \$ \_\_\_\_\_**

**Sample Flooring Project No. 5**

		Unit Price	Unit of Measure	Total Price
A	Remove and dispose of existing carpet, pad and tack strips	\$	1200SF	\$
B	Remove and dispose of existing glued down carpet/pad	\$	725SF	\$
C	Remove and reinstall damaged sub floor	\$	560SF	\$
D	Install new carpet, Specification Section 09680, Carpet – Paragraph 2.2 B – Labor and Materials	\$	1200SF	\$
E	Install new VCT (Specification Section 09650, Sheet Vinyl – Paragraph 2.1, B, 1 – Labor and materials	\$	725SF	\$
F	Install new 4” rubber base – Labor and materials	\$	200LF	\$
G	Mobilization	\$	EA	\$

**Sample No. 5 Total = \$ \_\_\_\_\_**

**TOTAL OF SAMPLES 1 THRU 5 - \$ \_\_\_\_\_**

**Insert this total in paragraph one above.**

## **CONTRACTOR BIDDING REQUIREMENTS**

### **1. Submission Requirements:**

- a. To be considered responsive and responsible, each contractor shall respond to the following requirements. Responses must be specific and complete unto themselves. Any submittal that, in the opinion of HACC, does not fully and completely address these requirements will not be reviewed and bid may be considered non-responsive.

### **2. Minimum Requirements:**

- a. To be qualified to respond, contractors must not be debarred, suspended, or otherwise ineligible to contract with HACC, and must **not** be included on the General Services Administration's "List of Parties Excluded From Federal Procurement and Non-Procurement Programs" or the Department of Housing and Urban Development's "Limited Denial of Participation" list. In addition, contractors must have current and active registration in the State of Oregon Business Registry.

### **3. Similar Project Experience:**

- a. Describe your firm's relevant experience within the areas under the Scope of Work. Please describe your firm's experience as it relates to rehabilitation/modernization projects.
- b. Please describe your firm's specific experience working with Housing Authorities and/or Public Agencies. Describe in detail two public housing projects that your firm is currently working on and/or has completed in the last five years. Describe the scope of work and dollar value for each project.
- c. Please describe your firm's approach to managing multiple project work sites at any one time, and the firm's capacity to address competing project timelines.

### **4. References:**

- a. Provide (3) references, previous and/or current, including the name and title of the contact person, their mailing address, email address, phone number and fax number. If available, please provide one reference from a public housing authority or other public agency.

### **5. Firm Description:**

- a. Provide the firm's history, organization and size including number of staff in each work area.
- b. Describe the overall staffing approach to be used in connection with this contract. Provide information regarding staff experience and qualifications that demonstrates the contractor's capacity to perform the required services.
- c. Provide the identity of the Project Manager that will be monitoring managing this project.
- d. Provide the firm's history to complete projects on time by maintaining a weekly progress schedule and completing on budget.

### **6. Method of Award:**

- a. HACC will evaluate all responsive bids and award a contract to the lowest responsive responsible bidder based on lowest contract price. The information listed above will be part of the bid evaluation and shall be part of the consideration of a responsive contractor's bid. If the bidder does not execute the contract, it will be awarded to the next lowest responsive bid. Failure to provide the information above may render contractor's bid non-responsive. In determining the lowest contract price, HACC reserves the right to take into consideration any or all authorized base bids as well as alternates or combinations indicated in the bid form.
- b. HACC reserves the right to reject any and all bids and to waive minor informalities. The procedures for contract awards shall be in compliance with the provisions of the LCRB Rules in effect at that time.

NOTE: The penalty for making false statements is prescribed in 19 U.S.C. 1001.

**Date:**

\_\_\_\_\_

\_\_\_\_\_ (Name of Bidder)

**Official Address:**

\_\_\_\_\_

\_\_\_\_\_ (By: Signature of Bidder)

\_\_\_\_\_

\_\_\_\_\_ (Title of Bidder)

**Attest:**

\_\_\_\_\_

\_\_\_\_\_

**THE FOLLOWING SIGNED ORIGINAL DOCUMENTS SHALL BE SUBMITTED TO THE ADDRESS INDICATED ON THE INVITATION TO BID AS PART OF YOUR BID. THESE ORIGINALS SHALL BE RECEIVED BY HACC PRIOR TO THE POSTED CLOSING DATE AND TIME**

1. Completed form HUD-5369-C - Representations, Certifications of Offerors Non Construction Contracts
2. Completed Bid Bond
3. Completed Non-Collusive Affidavit
4. Completed Certification: Economic Opportunities for Low and Very-low Income Persons (Section 3)
5. Completed Disclosure of First Tier Subcontractors (if any) – PRIOR TO 4PM
6. Completed and signed Bid Form.
7. Contractor's Bidding Requirements.
8. Copy of Current CCB License.

**FAILURE TO SUBMIT ALL OF THE ABOVE, BY THE DATE AND TIME REQUIRED, MAY RENDER YOUR BID NONRESPONSIVE.**

**ADDENDUMS RECEIVED:**

Addendum #1 \_\_\_\_\_ Addendum #2 \_\_\_\_\_ Addendum #3 \_\_\_\_\_ Addendum #4 \_\_\_\_\_  
Addendum #5 \_\_\_\_\_ Addendum #6 \_\_\_\_\_ Addendum #7 \_\_\_\_\_ Addendum #8 \_\_\_\_\_.

**PROJECT #24002 – SPECIAL CONDITIONS**

**1.1 COMMUNICATIONS**

- A. All bids, notices, demands, requests, instructions, approvals, proposals, and claims must be in writing. Oral explanations or instructions will not be binding. Only written addenda are binding. Any addenda resulting from these requests will be mailed to all listed holders of the Bid Document no later than four (4) days prior to the bid opening. The Bidder shall acknowledge the receipt of all addenda.
- B. Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the signature page of the Contract or at such other office as Contractor may from time to time designate in writing to the Housing Authority of Clackamas County (PHA) or deposited in the United States mail in a sealed, postage-prepaid envelope, or if delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office.
- C. All papers required to be delivered to the PHA shall, unless otherwise specified in writing to the Contractor, be delivered to the Housing Authority of Clackamas County, P.O. Box 1510, Oregon City, Oregon 97045 and any notice to or demand upon the PHA shall be sufficiently given if so delivered, or deposited in the United States mail in a sealed, postage prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission to said Capital Improvement Coordinator at such address, or to such other representative of the PHA or to such other address as the PHA may subsequently specify in writing to the Contractor for such purpose.
- D. Any such notice shall be deemed to have been given as of the time of actual delivery; or, in the case of mailing, when the same should have been received in due course of post; or, in the case of telegrams, at the time of actual receipt.

**1.2 REQUIRED CERTIFICATIONS**

- A. All contractors/subcontractors working on this project shall be licensed per ORS 468A.720.
- B. No bid for a construction contract shall be received or considered by the PHA unless the bidder is licensed by the Construction Contractors Board or licensed by the State Landscape Contractors Board as required by ORS 671.530.
- C. Copies of all certifications above are to be included with bid. Failure to submit the above required information could render the bid Non-Responsive.

**1.3 INDEMNIFICATION / INSURANCE REQUIREMENTS (In addition to the requirements found in the General Conditions)**

- A. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. With respect to General Liability and Pollution, Environmental Impairment and Lead Pollution Liability, coverage shall be maintained for a minimum of five (5) years after contract completion.
- B. **Minimum Scope of Insurance**

Coverage shall be at least as broad as:

- 1. Insurance Services Office (ISO) Commercial General Liability coverage (occurrence Forms CG 20 10 & CG 20 37 or Form CG 32 61 10 05 or Form CG 85 22 07 04).
- 2. ISO Form No. CA 00 01 06 92, covering Automobile Liability, Code 1 (any auto).

3. Worker’s Compensation insurance as required by State law and Employer’s Liability insurance.

**C. Minimum Limits of Insurance**

Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer’s Liability (Workers Compensation): \$1,000,000 each accident, \$1,000,000 policy limit bodily injury by disease, \$1,000,000 each employee bodily injury by disease.

**D. Deductible and Self Insured Retentions:**

Any deductibles or self-insured retentions must be declared to and approved by the Housing Authority of Clackamas County (PHA). If possible, the Insurer shall reduce or eliminate such deductibles or self insured retentions as respects PHA, its officers, officials, employees and volunteers; or the Contractor shall provide evidence satisfactory to the Authority guaranteeing payment of losses and related investigations, claim administration and defense expenses.

**E. Other Insurance Provisions:**

1. The general liability and automobile liability are to contain, or be endorsed to contain, the following provisions:
  - a. The Housing Authority of Clackamas County (PHA), its officers, officials, employees and volunteers are to be covered as additional insureds in regard to the general liability coverage. Coverage is primary and non contributory and completed operations. With respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operation. General Liability coverage can be provided in the form of an endorsement to the Contractor’s insurance, or as a separate owner’s policy.
  - b. Insurance Services Office (ISO) Properties Inc. Commercial General Liability endorsement Forms **CG 20 10 and CG 20 37 or Form CG 32 61 10 05 or Form CG 85 22 07 04** titled “Additional Insured – Owners, Lessees or Contractors – Completed Operations” are required or their equivalent for maximum coverage. These two endorsements **must be submitted with each certificate of insurance submitted.**
  - c. For any claims related to this project, the Contractor’s insurance coverage shall be primary insurance as respects PHA, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by PHA, its officers, officials, employees, agents or volunteers shall be excess of the Contractor’ insurance and shall not contribute with it.
  - d. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed, except after sixty (60) days prior written notice by certified mail, return receipt request, has been given to PHA.
  - e. Maintenance of the proper insurance for the duration of the contract is a material element of the contract. Material changes in the required coverage or cancellation of the coverage shall constitute a material breach of the contract.
  - f. Course of construction policies shall contain the following provisions:
    - 1) PHA shall be named as loss payee.
    - 2) The insurer shall waive all rights of subrogation against the Authority, it officers, officials, employees and volunteers.

- F. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than B+: VI.
- G. Verification of Coverage: Contractor shall furnish PHA with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsement should be on forms provided by PHA or on other than PHA’s forms, provided those endorsements conform fully to the requirements. All endorsements are to be received and approved by PHA before work commences in sufficient time to permit contractor to remedy any deficiencies. PHA reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.
- H. Subcontractors: Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor in a manner and in such time as to permit PHA to approve them before subcontractors’ work begins. All coverages for subcontractors shall be subject to all of the requirements stated herein.

**1.4 MINIMUM RATES OF PAY**

- A. Workers on this project shall be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and ORS 279C.840.
- B. A schedule of the minimum rates of pay applicable to this contract is attached, Wage Decision No. OR20240012 , Modification 02 , dated 2/02/2024.
- C. Additional Wage Classifications: Should additional wage classifications be necessary the Contractor should prepare and submit a request for additional classifications to PHA. PHA will prepare the request for additional classifications only after the contract has been executed.
- D. The Contractors agrees to pay no less than the applicable state or federal prevailing wage rate, whichever is higher per ORS 279C.830(1)(b).

**1.5 RECORDKEEPING REQUIREMENTS**

- A. PHAs, tribes, TDHEs, and any other employers (e.g., contractors, subcontractors) engaged on work subject to HUD-determined wage rates must make and maintain for 3 years from the completion of the work records containing information demonstrating compliance with the prevailing wage rates determined (or adopted) by HUD and applicable to the work. 3 These records must at a minimum contain for each laborer and mechanic employed:

- 1) His or her name, address and social security number;
- 2) Correct work classification or classifications;
- 3) Hourly rate or rates of monetary wages paid;
- 4) Rate or rates of any fringe benefits provided;
- 5) Number of daily and weekly hours worked;
- 6) Gross wages earned;
- 7) Any deductions taken; and
- 8) Actual wages paid.

Such records shall be made available for inspection or transcription by authorized representatives of the PHA, tribe, TDHE and/or HUD.

**1.6 PAYROLL DEDUCTIONS AND FREQUENCY OF WAGE PAYMENTS**

- A. Employers (PHAs, tribes, TDHEs, contractors and/or subcontractors) must pay to each employee subject to HUD-determined wage requirements the full amount of wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations). These 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 semi-monthly.

**1.7 SUBCONTRACTOR DISCLOSURE**

- A. Within two working hours after the date and time of the deadline when the bids are due to the PHA a bidder shall submit to the PHA a disclosure of the first-tier subcontractors, on the form provided, that:
  - (1) will be furnishing labor or will be furnishing labor and materials in connection with the public improvement; and
  - (2) will have a contract value that is equal to or greater than five percent of the total project bid or \$15,000, which ever is greater, or \$350,000 regardless of the percentage of the total project bid.
- B. The disclosure of first-tier subcontractors shall include:
  - (1) The name of each subcontractor; and
  - (2) The category of work that each subcontractor will be performing, and
  - (3) The dollar value of each subcontract
- C. The PHA shall consider the bid of any contractor that does not submit a subcontractor disclosure (the form MUST submitted even if there are to be no subcontractors and the word “NONE” entered on the first line of the First-Tier Subcontractor Disclosure Form) to the PHA to be a nonresponsive bid and may not award the contract to the contractor. A PHA is not required to determine the accuracy or the completeness of the subcontractor disclosure. (ORS 279 contracts over \$100,000)

**1.8 REGULATIONS AND COMPLIANCE**

- A. If this solicitation is for public work subject to ORS 279C.800 to 279C.870 or the Davis-Bacon Act (40 U.S.C. 276a), no bid will be received or considered by PHA unless the bid contains a statement by the bidder as a part of its bid that the provisions of ORS 279.350 or 40 U.S.C. 276a are to be complied with.
- B. The Contractor agrees to have a public works bond filed with the Construction Contractors Board before starting any work on the project per ORS 279C.836.
- C. The Contractor agrees that every subcontract shall include a provision requiring all subcontractors to have a public works bond filed with the Construction Contractors Board before starting any work on the project.

**1.9 LIENS**

- A. The contractor is prohibited from placing a lien on PHA’s property. This prohibition shall apply to all subcontractors.

**2.0 CONTRACTORS BIDDING REQUIREMENTS**

**1. Submission Requirements:**

- a. To be considered responsive and responsible, each contractor shall respond to the following requirements. Responses must be specific and complete unto themselves. Any submittal that, in the opinion of HACC, does not fully and completely address these requirements will not be reviewed and bid may be considered non-responsive.

**2. Minimum Requirements:**

- a. To be qualified to respond, contractors must not be debarred, suspended, or otherwise ineligible to contract with HACC, and must **not** be included on the General Services Administration’s “List of Parties Excluded From Federal Procurement and Non-Procurement Programs” or the Department of Housing and Urban Development’s



“Limited Denial of Participation” list. In addition, contractors must have current and active registration in the State of Oregon Business Registry.

**3. Similar Project Experience:**

- a. Describe your firm’s relevant experience within the areas under the Scope of Work. Please describe your firm’s experience as it relates to rehabilitation/modernization projects.
- b. Please describe your firm’s specific experience working with Housing Authorities and/or Public Agencies. Describe in detail two public housing projects that your firm is currently working on and/or has completed in the last five years. Describe the scope of work and dollar value for each project.
- c. Please describe your firm’s approach to managing multiple project work sites at any one time, and the firm’s capacity to address competing project timelines.

**4. References:**

- a. Provide (3) references, previous and/or current, including the name and title of the contact person, their mailing address, email address, phone number and fax number. If available, please provide one reference from a public housing authority or other public agency.

**5. Firm Description:**

- a. Provide the firms history, organization and size including number of staff in each work area.
- b. Describe the overall staffing approach to be used in connection with this contract. Provide information regarding staff experience and qualifications that demonstrates the contractor’s capacity to perform the required services.
- c. Provide the identity of the Project Manager that will be monitoring managing this project.
- d. Provide the firms history to complete projects on time by maintaining a weekly progress schedule and completing on budget.

**6. Method of Award:**

- a. HACC will evaluate all bids and award a contract based on contract price and contractors ability to perform said work. The information listed above will be part of the bid evaluation and shall be part of the contractors bid. Price will not be the main factor in awarding the contract. Failure to provide the information above may render contractors bid non-responsive.
- b. HACC reserves the right to reject any and all bids of any contractor including those who have previously failed to perform properly, or to complete on time, contracts of a similar nature; who is not in a position to perform the contract, or who has neglected the payment of bills or otherwise disregarded their obligations to subcontractors, material suppliers, or employees.

## **Scope of Work – (Revised)**

The contractor shall provide all labor and materials necessary for the installation/replacement of carpeting, resilient flooring, and vinyl composition tile (VCT) on an as needed basis. No minimum workload guaranteed. Maximum term of the contract shall not exceed two years (730 days). Any contract issued shall be for a Not-to-Exceed amount of \$250,000.00 over the two-year (730 day) period. **HACC WILL NOT ACCEPT ANY TYPE OF FLOORING OVERLAY AT ALL. VERIFY WITH HACC PRIOR TO INSTALLATION.**

### **SHEET VINYL:**

1. Remove and dispose of one layer of sheet vinyl flooring and base – ALL ROOMS EXCEPT BATHROOM.
2. Remove and dispose of two layers of sheet vinyl flooring and base – ALL ROOMS EXCEPT BATHROOM.
3. Remove and dispose of one layer of sheet vinyl flooring and base – BATHROOM ONLY.
4. Remove and dispose of two layers of sheet vinyl flooring and base – BATHROOM ONLY.
5. Install new sheet vinyl flooring, Specification Section 09650, Resilient Flooring – Paragraph 2.1, A, 1 – Labor and materials. – ALL ROOMS EXCEPT BATHROOM
6. Install new sheet vinyl flooring, Specification Section 09650, Resilient Flooring – Paragraph 2.1, A, 1 – Labor and materials. – BATHROOM ONLY.
7. Install new sheet vinyl flooring, Specification Section 09650, Resilient Flooring – Paragraph 2.1, A, 2 – Labor and materials. – ALL ROOMS EXCEPT BATHROOM
8. Install new sheet vinyl flooring, Specification Section 09650, Resilient Flooring – Paragraph 2.1, A, 2 – Labor and materials. – BATHROOM ONLY.
9. Install new sheet vinyl flooring, Specification Section 09650, Resilient Flooring – Paragraph 2.1, A, 3 – Labor and materials. – ALL ROOMS EXCEPT BATHROOM
10. Install new sheet vinyl flooring, Specification Section 09650, Resilient Flooring – Paragraph 2.1, A, 3 – Labor and materials. – BATHROOM ONLY.
11. Install new sheet vinyl flooring, Specification Section 09650, Resilient Flooring – Paragraph 2.1, A, 4 – Labor and materials. – ALL ROOMS EXCEPT BATHROOM
12. Install new sheet vinyl flooring, Specification Section 09650, Resilient Flooring – Paragraph 2.1, A, 4 – Labor and materials. – BATHROOM ONLY.

### **VCT:**

13. Remove and dispose of one layer of vinyl composition tile (VCT) and base.
14. Remove and dispose of two layers of vinyl composition tile (VCT) and base.
15. Install new vinyl composition tile (VCT). – Labor and materials

### **UNDERLAYMENT:**

16. Remove and dispose of underlayment only.
17. Remove and dispose of underlayment with attached sheet vinyl flooring.
18. Remove and reinstall any damaged/dry rotted sub-floor (upon prior approval of HACC)
19. Install new plywood underlayment. – Labor and materials

### **CARPET:**

20. Remove and dispose of existing carpet, pad, and tack strips.
21. Remove and dispose of existing glued down carpet/pad.
22. Install new carpet pad. – Labor and materials
23. Install new carpet, Specification Section 09680, Carpet – Paragraph 2.2 A – Labor and materials.
24. Install new carpet, Specification Section 09680, Carpet – Paragraph 2.2 B – Labor and materials.
25. Install new carpet, Specification Section 09680, Carpet – Paragraph 2.2 C – Labor and materials.
26. Install new carpet, Specification Section 09680, Carpet – Paragraph 2.2 D – Labor and materials.

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**LVT:**

27. Remove and dispose of one layer of luxury vinyl tile (LVT).
28. Install new luxury vinyl tile (LVT), Specification Section 09650, Resilient Flooring – Paragraph 2.1, D, 1 – Labor and materials.
29. Install new luxury vinyl tile (LVT), Specification Section 09650, Resilient Flooring – Paragraph 2.1, D, 2 – Labor and materials.
30. Install new luxury vinyl tile (LVT), Specification Section 09650, Resilient Flooring – Paragraph 2.1, D, 3 – Labor and materials.

**RUBBER BASE:**

31. Remove and dispose of rubber base.
32. Install new 4” rubber base – Labor and materials.
33. Install new 6” rubber base – Labor and materials.

**MISC:**

34. Move and Replace Furniture and Personal Belongings as required.
35. Install new vinyl heat seam weld on resilient sheet flooring as per manufactures installation instructions. Verify Color with HACC.
36. Remove and re-install refrigerator. The refrigerator must remain onsite and in working condition.
37. Remove and re-install kitchen range. Range and anti tip bracket shall be re-installed at the end of each day.
38. Remove and re-install toilet. The toilet must be re-installed at the end of each day if the dwelling only has one bathroom. Re-installation shall include a new wax ring. **NOTIFY HACC IF THE TOILET FLANGE IS BROKEN OR NOT IN WORKING ORDER.**
39. Install new Span HDP 12”x24” Field Tile. Color: Silver. Product # FTI34511312x24.
40. Install new QuartzLock2 grout for tile. Color: Raincloud Gray.
41. Install new RedGard Waterproofing Membrane.
42. Install new Hardie Backer Cement Board ½” thickness. 36”x60” Sheet.
43. Mobilization cost per unit
44. Hourly rate for small square footage work areas of 100 square feet and under in occupied units.

**RESPONSE TIME:**

- Contractor shall have 30 days from the date of approved work (via email or fax) to complete all work as required in vacant units.
- Contractor shall have 21 days from the date of approved work (via email or fax) to complete all work as required in occupied units. Work will need to be scheduled around and with tenant.

**For all work:**

The contractor shall be responsible for all permits and fees necessary to perform this work. All work performed as a result of this procurement shall be conducted in strict accordance with all applicable local, state and federal codes/regulations.