

July 21, 2022

Housing Authority Board of Commissioners
Clackamas County

Approval of a construction contract with Nomarco, Inc. for the modernization of Leslie public housing project. Total value is \$247,000. Funding through HUD Capital Fund grant funds.
No County General Funds are involved.

Purpose/Outcome	Seeking approval for the construction contract with Nomarco, Inc. for the modernization project at the public housing property at 22010 Leslie in Beaver creek.
Dollar Amount and Fiscal Impact	One-time expense not to exceed \$247,000.00.
Funding Source	HUD Federal Capital grant funds. No County General Funds are involved.
Duration	120 days from date of notice to proceed.
Previous Board Action/Review	July 19, 2022 – Item presented at issues July 6, 2022 – Memo to the Board answering the questions posed by commissioners at Issues on May 17, 2022 May 17, 2022 – Item presented at Issues
Strategic Plan Alignment	1. How does this item align with your department’s Strategic Business Plan goals? This project increases sustainable and affordable housing. 2. How does this item align with the County’s Performance Clackamas goals? Bringing the Leslie property up to standards helps us reach our goal of ensuring safe, healthy and secure communities.
Counsel Review	April 25, 2022, Contract reviewed by Andrew Naylor
Procurement Review	1. Was the item processed through Procurement? yes <input type="checkbox"/> no <input checked="" type="checkbox"/> 2. Per Resolution No. 1936, HACC adopted the Local Contract Review Board rules for HACC Procurements. HACC conducts its own procurements following its procurement handbook. HACC publicly advertised for bids and Nomarco, Inc. was selected through a competitive Invitation for Bids process.
Contact Person	Toni Karter, HACC Interim Executive Director (503) 650-3139
Contract No.	HACC contract #c006-22/H3S Contract #10665

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a division of the Health, Housing and Human Services Department (H3S), requests approval to execute a construction contract between HACC and Nomarco, Inc. for the modernization of the public housing unit at 22010 Leslie in Beaver creek.

22010 Leslie is a large four bedroom, one bathroom scattered site public housing unit built in 1971 and zoned as Rural Residential Farm/Forest 5 Acres ([RRFF-5](#)). The property was most recently home to a large family for over 21 years. The family originally consisted of seven members. Over the 21 years of occupancy, the family's five children graduated off public assistance and moved out of the home. The father and mother remained in the home with plans to be transferred to a smaller unit prior to the COVID-19 pandemic.

Both parents are elderly and disabled and did not want to move or have others enter the unit during the pandemic. As a reasonable accommodation and waiver, HACC did not inspect units during that time due to the expressed concerns. Prior to the pandemic, all routine repairs reported by the family were made in a timely fashion and the unit passed all U.S. Department of Housing and Urban Development (HUD) Real Estate Assessment Center (REAC) and HACC inspections (HACC maintenance staff inspect homes annually for repair needs).

Other than routine maintenance, no significant capital improvements were made during this family's 21-year occupancy. In part, this was due to the choice to perform minimal maintenance as various redevelopment plans/strategies came and went over the past decade. With the home currently vacant, and because a number of major components have either failed or have reached the end of their useful life, HACC is proposing to preserve and improve the asset via this modernization project.

The home cannot currently be occupied due to the failure of the septic and heating/ducting systems. Other major components, including the doors, siding, plumbing, water line, and concrete driveway, walkway, and patio, have reached the end of their useful life and are at risk of not passing a REAC inspection.

The remaining work is proposed to be done as part of this project because it will either be needed in the near future (risking disruption to future tenants if done later) and/or because it will increase the value of the home in future disposition. Time is of the essence in completing this project to put the property back into use as affordable housing. Following approval of the construction contract, HUD requires that the project be completed within 120 days.

Proposed modernization

HACC publicly advertised for bids to repair and bring the unit back to its original condition with new materials and Nomarco, Inc was selected through a competitive Invitation for Bids process. The proposed modernization of this property will utilize available HUD Capital Funds to fully renovate the property to its maximum useful life and market value. This requires an investment of up to \$247,000.

This investment of HUD Capital Funds is in alignment with the Board's directive at the [March 9, 2022, Policy Session](#) to begin planning for the disposition of the scattered site portfolio. The timing of this particular action, in advance of a full scattered site disposition plan presentation, is due to the intersection of the recent vacancy of this property, the availability of HUD Capital Funds, and the need to put the property back into use as affordable housing as quickly as possible.

Modernization vs. Disposition/Redevelopment

This property would be subject to disposition as part of the planned strategy to dispose of all scattered sites. As part of that strategy, HACC hopes to sell many of the units to the families that live in them or

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to other low-income families. However, HACC also hopes to raise revenue to fund redevelopment opportunities, so not all properties are focused on selling at the lowest possible price. Until HACC has submitted a plan to HUD, it must continue to occupy these units until such time as it is approved for disposition. Failure to maintain occupied units can lead to a cut in funding and disallowance of getting replacement voucher rental assistance when the entire stock is disposed. Therefore, HACC is proposing to utilize HUD Capital Funds to bring the property back up to occupancy standards in the short-term and make a longer-term strategic investment that will increase the value of the property for future disposition, effectively converting the Capital Funds to a more flexible resource for the Board to use in furthering its affordable housing goals as part of the future scattered site disposition.

No redevelopment of the property can be done until the Declaration of Trust (HUD's restrictive covenant) is removed through the Section 18 disposition process. Full redevelopment via razing the existing structure and building a new multi-family unit is not viable due to the RRFF-5 zoning and the HUD administrative requirements for such an action. RRFF-5 zoning does not allow for middle-housing development. Disposition with HUD, whether for sale or redevelopment, is an intensive and expensive process that requires proof of obsolescence. For this reason, the standard practice is to avoid making asks for disposition of individual properties and instead grouping properties for a bulk determination. Additionally, the sale proceeds from the planned future disposition will have more flexibility than current Public Housing funds (namely that the funds can then be used to develop Project Based Voucher housing anywhere in the County), so leveraging the Capital Funds to increase the value of the property now is a strategic investment in future development opportunities. For these reasons, HACC recommends proceeding with the modernization and including the property in the planned future disposition process for all scattered sites.

Additional Information on HUD Capital Funds

The source of funding for this project is Capital Funds, which are awarded by HUD for large-scale projects of this type. These funds are allocated annually and become unavailable if not obligated within two years. Capital Funds cannot be used on small improvements and HACC must forecast for HUD the units that will undergo major renovations each year. For example, HACC submitted plans to HUD for 12 roofing projects on scattered sites at a total cost of \$163,120. If a roof only needs a patch, HACC has to use Operating Funds. Operating Funds is a separate federal funding source provided for routine maintenance and general turn costs on units to maintain minimum habitability standards.

RECOMMENDATION:

Staff recommends the Housing Authority Board approve the construction contract with Nomarco, Inc. for the modernization of the public housing residence at 22010 Leslie in Beaver Creek. Staff also recommends the Board authorize Commissioner Tootie Smith, Chair, to sign the contract on behalf of the Housing Authority Board of Commissioners.

Respectfully submitted,

Rodney A. Cook, Director
Health, Housing and Human Services

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**FORM OF CONTRACT
PROJECT #22002
Contract # c006-22**

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 **MODERNIZATION OF 22010 LESLIE**, a prevailing wage project, **#22002**. 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.

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 forty seven thousand dollars and zero cents. **(\$247,000.00).**

ARTICLE 3. Contract Dates. The following critical dates are hereby set for the MODERNIZATION OF 22010 LESLIE. Time is of the essence.

- A. START DATE: August 01, 2022
- B. SUBSTANTIAL COMPLETION DATE: N/A
- C. FINAL COMPLETION DATE: December 01, 2022

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. Liquidated damages

The Contractor acknowledges that PHA will sustain damages as a result of the Contractor's failure to substantially complete the work authorized under this Contract and in accordance with the Contract Documents. These damages may include, but are not limited to delays in completion, use of the project, and costs associated with Contract administration and use of temporary facilities.

19.1 Liquidated Damages shall be as follows if the actual Final Completion exceeds the required date of Final Completion:

19.1.1. \$77.40 per each Calendar day after the set Final Completion date.

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).


MODERNIZATION OF 22010 LESLIE – PROJECT #22002
HOUSING AUTHORITY OF CLACKAMAS COUNTY
P.O BOX 1510, 13900 S. GAIN STREET, OREGON CITY, OR 97045

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in **two** original counterparts as of the day and year first above written.

**HOUSING AUTHORITY OF
CLACKAMAS COUNTY BOARD**

Nomarco, Inc.

Contractor


Contractor Authorized Representative's
Signature / Date

7/12/22

Jess Doman, Vice President

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

93-0567667

Federal I.D. Number

**4066 S. Elliott Prairie Road, Woodburn
OR, 97071**

Business Address - Street, City, State, Zip

#71958

State of Oregon CCB License Number

Chair, Tootie Smith
Commissioner, Sonya Fischer
Commissioner, Paul Savas
Commissioner, Martha Schrader
Commissioner, Mark Shull
Resident Commissioner, Ann Leenstra

Dated this ____ day of July, 2022.

Chair, Tootie Smith

Recording Secretary

Approved as to form

County Counsel

CERTIFICATION

I Jess Doman
certify that I am the Vice President
at the corporation named as Contractor herein, that Jess Doman
who signed this Contract on behalf of the Contractor, was then Vice President
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.



7/22/22

Authorized Representative's Signature / Date

Jess Doman, Vice President

Authorized Representative's Name / Title - Print or Type

Representations, Certifications, and Other Statements of Bidders Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

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

(1) Is the person in the bidder'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.

Jess Damon [insert full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder'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 deletes or modifies subparagraph (a)2 above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

[] [Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000)

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" is, is not included with the bid.

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

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

(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.

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

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

3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

- (a) Result in an unfair competitive advantage to the bidder; or,
 - (b) Impair the bidder's objectivity in performing the contract work.
- In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

7. Small, Minority, Women-Owned Business Concern Representation

The bidder 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 business enterprise. "Women-owned business enterprise," as used in this provision, means a 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 business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled 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 |

8. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

(a) is, is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.

(b) is, is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or

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

9. Certification of Eligibility Under the Davis-Bacon Act (applicable to construction contracts exceeding \$2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

10. Certification of Nonsegregated Facilities (applicable to contracts exceeding \$10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

- (1) Obtain identical certifications from the proposed subcontractors;
- (2) Retain the certifications in its files; and
- (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

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

11. Clean Air and Water Certification (applicable to contracts exceeding \$100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [] is, is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.


12. Previous Participation Certificate (applicable to construction and equipment contracts exceeding \$50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate" [] is, is not included with the bid.

13. Bidder's Signature

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

 4/21/22

(Signature and Date)

Jess Doman

(Typed or Printed Name)

V.P.

(Title)

Nomarc Inc.

(Company Name)

4066 S. Elliott Drive rd
Woodburn, OR 97151

(Company Address)



FORM OF

BID BOND

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

Nomarco, Inc.

(name of Principal)

as PRINCIPAL, and

The Cincinnati Insurance Company

, 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 \$ Five Percent Amount of Bid
(5%)

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 21 day of April, 2022, for

MODERNIZATION OF 22010 LESLIE # 22002

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 8 day of April in the year 2022.

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:

(Business address) _____ (SEAL)

(Individual Principal) _____ (SEAL)

(Individual Principal) _____ (SEAL)

(Business Address) _____ (SEAL)
Attest: [Signature] _____ (SEAL)

(Corporate Principal) _____ (SEAL)
4066 S. Elliott Park rd Woodburn, OR

(Business address) _____ (SEAL)

By [Signature] Affix
Corporate Seal

Jess Douma V.P.

Attest: _____

The Cincinnati Insurance Company (SEAL)
(Corporate Surety)

6200 Gilmore Rd, Fairfield, OH 45014-5141
(Business Address)
By [Signature] Affix
Corporate Seal
Gilberto Quintero / Attorney in Fact

[Signature]
Rachel Terry / Account Manager

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

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Jess Douma, certify that I am the
Secretary of the corporation named as Principal in
the within bond; that Jess Douma, who signed the said
bond on behalf of the Principal was then V.P. 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.

[Signature] _____ (Corporate Seal)

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies") do hereby constitute and appoint

Richard M. Zarosinski; Nathan Hurst; Joseph P. Riter; Linda Rooke; Teresa Johnson;
Adam Sinclair and/or Gilberto Quintero

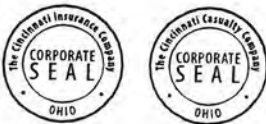
Of **Beaverton, Oregon** their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:
Any such obligations in the United States, up to
Forty Million and No/100 Dollars (\$40,000,000.00).

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or a Senior Vice President this 19th day of December, 2018.



STATE OF OHIO)
COUNTY OF BUTLER) SS:

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Stephen A. Justice

On this 19th day of December, 2018 before me came the above-named President or Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.



Keith Collett
Keith Collett, Attorney at Law
Notary Public - State of Ohio
My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this 8 day of April, 2022



Ed H.

MODERNIZATION OF 22010 LESLIE - PROJECT #22002
HOUSING AUTHORITY OF CLACKAMAS COUNTY
P.O. BOX 1510, 13900 S. GAIN STREET, OREGON CITY, OR 97045

BID FORM

BIDDER Nomarco Inc.
ADDRESS 4066 S. Elsie Prairie rd Woodburn, OR 97071
PHONE NUMBER 503-793-6506

BID FOR: **MODERNIZATION OF 22010 LESLIE - PROJECT # 22002**

THE HOUSING AUTHORITY OF CLACKAMAS COUNTY
P.O. Box 1510
13900 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: **MODERNIZATION OF 22010 LESLIE PROJECT #22002** all in accordance therewith, for the total sum of (\$ 247,000.00) dollars. (Total from paragraph 9 below)
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 5% of bid dollars (\$) in the form of bid bond 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

MODERNIZATION OF 22010 LESLIE – PROJECT #22002
HOUSING AUTHORITY OF CLACKAMAS COUNTY
P.O BOX 1510, 13900 S. GAIN STREET, OREGON CITY, OR 97045

- compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards. (The above representation need not be submitted in connection with contracts or subcontracts which are exempt from the clause.)
6. The bidder represents and agrees does not agree as part of this bid that the provisions of ORS 279C.800 to 279C.840 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. The bidder represents that the bidder is a "Resident Bidder" as defined in ORS279A.120.
 8. 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.
 9. The contractor shall complete the following cost breakdown and insert the "Total Bid Amount" for all work in paragraph 1 above:

Lot #	Unit #	Address	Type Work	Bid Amount
1	7022	22010 S Leslie Avenue, Beavercreek, OR	Dwelling	\$219,000
2	7022	22010 S Leslie Avenue, Beavercreek, OR	Site Work	\$ 28,000
		Total Bid Amount Lot 1&2 (Enter this amount at paragraph 1 above)		\$ 247,000
3	7022	22010 S Leslie Avenue, Beavercreek, OR	Front Driveway	\$ 8,000
4	7022	22010 S Leslie Avenue, Beavercreek, OR	Siding	\$ 16,000
5	7022	22010 S Leslie Avenue, Beavercreek, OR	Windows	\$ 14,000

HACC reserves the right to select any or all of the lots listed above.

Addendum #1 Addendum #2 Addendum #3 Addendum #4
Addendum #5 Addendum #6 Addendum #7 Addendum #8

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.

MODERNIZATION OF 22010 LESLIE – PROJECT #22002
HOUSING AUTHORITY OF CLACKAMAS COUNTY
P.O BOX 1510, 13900 S. GAIN STREET, OREGON CITY, OR 97045

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

Date: _____

N. Marco
(Name of Bidder)

Official Address: _____

4006 S. Elliott Prairie rd
Woodburn, OR - 97071

[Signature]

(By: Signature of Bidder)

VP

(Title of Bidder)

Attest: _____

Stacy Lemeth Sen

**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-A - Representations, Certifications and Other Statements of Bidders
- ✓ 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 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 NON-RESPONSIVE.**

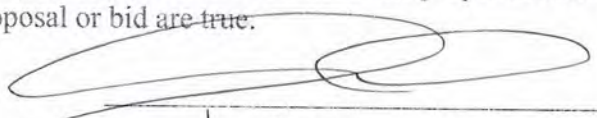
NON-COLLUSIVE AFFIDAVIT

State of Oregon
County of Clackamas

Jess Doman, being first duly sworn,
deposes and says:

That he/she is V.P. of
Nomarco Inc.
(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 Jess Doman

Title VP.

Subscribed and sworn to before me

this 21st day of April, 2022

Stacey Lanette Sevenson

My commission expires December 27, 2024



STATE OF OREGON
CONSTRUCTION CONTRACTORS BOARD
LICENSE CERTIFICATE

LICENSE NUMBER: 71958

This document certifies that:

NOMARCO INC
PO BOX 462
WOODBURN OR 97071-8755

is licensed in accordance with Oregon Law as a Residential General Contractor and a Commercial General Contractor Level 2.

License Details:

EXPIRATION DATE: 03/12/2023
ENTITY TYPE: Corporation
INDEP. CONT. STATUS: NONEXEMPT
RESIDENTIAL BOND: \$20,000
COMMERCIAL BOND: \$20,000
INSURANCE: \$1,000,000 / \$2,000,000
RMI: DEE VERN DOMAN
HOME INSPECTOR CERTIFIED: NO

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

Contractor Name: Nomarco
Contractor Address: 4066 S. Elliott Pramu Rd.
Contractor Phone: 503-793-6506

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



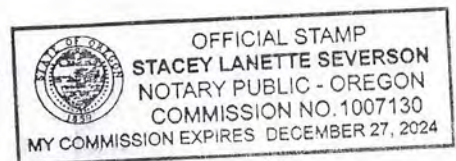
(Signature)

Jess Doman

(Printed or typed name)

Stacey Lanette Severson Notary
December 27, 2024 Commission expires

COMPLETE AND RETURN THIS PAGE WITH YOUR BID.



3.

a - Nomarco has done several rehab projects like this very one.

b - Nomarco has worked with H&E extensively

c - our managerial approach is:

- minimize costs / overruns.

- maximize profits through efficiency.

4a - Josh Teigen - A&D

Brent - H&E

George Kuznetsov - City of Woodburn.

ph. 503-951-3030 email george.kuznetsov@ci.woodburn.or.us.

5a - 50 yr old family business.

b - Staff as needed

c - Jess Doman or Dave Shepherd

d - 50 years experience.



**MODERNIZATION OF 22010 LESLIE – PROJECT #22002
HOUSING AUTHORITY OF CLACKAMAS COUNTY
P.O BOX 1510, 13900 S. GAIN STREET, OREGON CITY, OR 97045**

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

PROJECT NAME: MODERNIZATION OF 22010 LESLIE
PROJECT #: 22002 BID CLOSING: Date: APRIL 21, 2022 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) <u>The Heating Guy</u>	\$) <u>17,000</u>	<u>HVAC</u>
2) <u>Superior Plumbing</u>	\$) <u>25,000</u>	<u>Plumbing</u>
3) <u>D.L.G.</u>	\$) <u>15,000</u>	<u>Driv / Septic</u>
4) <u>West Side Drywall</u>	\$) <u>10,500</u>	<u>Drywall / Insulate</u>
5) <u>West Coast Flooring</u>	\$) <u>14,000</u>	<u>Flooring</u>
6) <u>R.S. Quality Construction</u>	\$) <u>12,000</u>	<u>SIOPENG</u>
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): Nonarco
Contact Name: Jess Phone No.: (503) 793-6506

General Conditions for Construction Contracts - Public Housing Programs

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

Applicability. This form is applicable to any construction/development contract greater than \$150,000.

Public reporting burden for this collection of information is estimated to average 1 hour. This includes the time for collecting, reviewing, and reporting the data. The information requested is required to obtain a benefit. This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 135. The form is required for construction contracts awarded by Public Housing Agencies (PHAs). The form is used by Housing Authorities in solicitations to provide necessary contract clauses. If the form were not used, PHAs would be unable to enforce their contracts.. There are no assurances of confidentiality. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

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1. Definitions

- (a) "Architect" means the person or other entity engaged by the PHA to perform architectural, engineering, design, and other services related to the work as provided for in the contract. When a PHA uses an engineer to act in this capacity, the terms "architect" and "engineer" shall be synonymous. The Architect shall serve as a technical representative of the Contracting Officer. The Architect's authority is as set forth elsewhere in this contract.
 - (b) "Contract" means the contract entered into between the PHA and the Contractor. It includes the forms of Bid, the Bid Bond, the Performance and Payment Bond or Bonds or other assurance of completion, the Certifications, Representations, and Other Statements of Bidders (form HUD-5370), these General Conditions of the Contract for Construction (form HUD-5370), the applicable wage rate determinations from the U.S. Department of Labor, any special conditions included elsewhere in the contract, the specifications, and drawings. It includes all formal changes to any of those documents by addendum, change order, or other modification.
 - (c) "Contracting Officer" means the person delegated the authority by the PHA to enter into, administer, and/or terminate this contract and designated as such in writing to the Contractor. The term includes any successor Contracting Officer and any duly authorized representative of the Contracting Officer also designated in writing. The Contracting Officer shall be deemed the authorized agent of the PHA in all dealings with the Contractor.
 - (d) "Contractor" means the person or other entity entering into the contract with the PHA to perform all of the work required under the contract.
 - (e) "Drawings" means the drawings enumerated in the schedule of drawings contained in the Specifications and as described in the contract clause entitled Specifications and Drawings for Construction herein.
 - (f) "HUD" means the United States of America acting through the Department of Housing and Urban Development including the Secretary, or any other person designated to act on its behalf. HUD has agreed, subject to the provisions of an Annual Contributions Terms and Conditions (ACC), to provide financial assistance to the PHA, which includes assistance in financing the work to be performed under this contract. As defined elsewhere in these General Conditions or the contract documents, the determination of HUD may be required to authorize changes in the work or for release of funds to the PHA for payment to the Contractor. Notwithstanding HUD's role, nothing in this contract shall be construed to create any contractual relationship between the Contractor and HUD.
 - (g) "Project" means the entire project, whether construction or rehabilitation, the work for which is provided for in whole or in part under this contract.
 - (h) "PHA" means the Public Housing Agency organized under applicable state laws which is a party to this contract.
 - (i) "Specifications" means the written description of the technical requirements for construction and includes the criteria and tests for determining whether the requirements are met.
 - (l) "Work" means materials, workmanship, and manufacture and fabrication of components.
- (a) The Contractor shall furnish all necessary labor, materials, tools, equipment, and transportation necessary for performance of the work. The Contractor shall also furnish all necessary water, heat, light, and power not made available to the Contractor by the PHA pursuant to the clause entitled Availability and Use of Utility Services herein.
 - (b) The Contractor shall perform on the site, and with its own organization, work equivalent to at least [] (12 percent unless otherwise indicated) of the total amount of work to be performed under the order. This percentage may be reduced by a supplemental agreement to this order if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the PHA.
 - (c) At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work site a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.
 - (d) The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor shall hold and save the PHA, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.
 - (e) The Contractor shall lay out the work from base lines and bench marks indicated on the drawings and be responsible for all lines, levels, and measurements of all work executed under the contract. The Contractor shall verify the figures before laying out the work and will be held responsible for any error resulting from its failure to do so.
 - (f) The Contractor shall confine all operations (including storage of materials) on PHA premises to areas authorized or approved by the Contracting Officer.
 - (g) The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. After completing the work and before final inspection, the Contractor shall (1) remove from the premises all scaffolding, equipment, tools, and materials (including rejected materials) that are not the property of the PHA and all rubbish caused by its work; (2) leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer; (3) perform all specified tests; and, (4) deliver the installation in complete and operating condition.
 - (h) The Contractor's responsibility will terminate when all work has been completed, the final inspection made, and the work accepted by the Contracting Officer. The Contractor will then be released from further obligation except as required by the warranties specified elsewhere in the contract.

3. Architect's Duties, Responsibilities, and Authority

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

2. Contractor's Responsibility for Work

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

4. Other Contracts

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

Construction Requirements

5. Pre-construction Conference and Notice to Proceed

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

6. Construction Progress Schedule

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

7. Site Investigation and Conditions Affecting the Work

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

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

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

8. Differing Site Conditions

- (a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or (2) unknown physical conditions at the site(s), of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.
- (b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. Work shall not proceed at the affected site, except at the Contractor's risk, until the Contracting Officer has provided written instructions to the Contractor. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, the Contractor shall file a claim in writing to the PHA within ten days after receipt of such instructions and, in any event, before proceeding with the work. An equitable adjustment in the contract price, the delivery schedule, or both shall be made under this clause and the contract modified in writing accordingly.
- (c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.
- (d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

9. Specifications and Drawings for Construction

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

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

- (b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by", or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.
- (c) Where "as shown" "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place" that is "furnished and installed".
- (d) "Shop drawings" means drawings, submitted to the PHA by the Contractor, subcontractor, or any lower tier subcontractor, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit, and attachment details) of materials of equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract. The PHA may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.
- (e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with other contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the PHA's reasons therefore. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.
- (f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Architect approves any such variation and the Contracting Officer concurs, the Contracting Officer shall issue an appropriate modification to the contract, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.
- (g) It shall be the responsibility of the Contractor to make timely requests of the PHA for such large scale and full size drawings, color schemes, and other additional information, not already in his possession, which shall be

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

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

10. As-Built Drawings

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

11. Material and Workmanship

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

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

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

12. Permits and Codes

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

waivers. Before installing the work, the Contractor shall examine the drawings and the specifications for compliance with applicable codes and regulations bearing on the work and shall immediately report any discrepancy it may discover to the Contracting Officer. Where the requirements of the drawings and specifications fail to comply with the applicable code or regulation, the Contracting Officer shall modify the contract by change order pursuant to the clause entitled Changes herein to conform to the code or regulation.

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

13. Health, Safety, and Accident Prevention

- (a) In performing this contract, the Contractor shall:
- (1) Ensure that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health and/or safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation;
 - (2) Protect the lives, health, and safety of other persons;
 - (3) Prevent damage to property, materials, supplies, and equipment; and,
 - (4) Avoid work interruptions.
- (b) For these purposes, the Contractor shall:
- (1) Comply with regulations and standards issued by the Secretary of Labor at 29 CFR Part 1926. Failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96), 40 U.S.C. 3701 et seq.; and
 - (2) Include the terms of this clause in every subcontract so that such terms will be binding on each subcontractor.
- (c) The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment, and shall report this data in the manner prescribed by 29 CFR Part 1904.
- (d) The Contracting Officer shall notify the Contractor of any noncompliance with these requirements and of the corrective action required. This notice, when delivered to the Contractor or the Contractor's representative at the site of the work, shall be deemed sufficient notice of the noncompliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to take corrective action promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these circumstances.
- (e) The Contractor shall be responsible for its subcontractors' compliance with the provisions of this clause. The Contractor shall take such action with respect to any subcontract as the PHA, the Secretary of Housing and Urban Development, or the Secretary of Labor shall direct as a means of enforcing such provisions.

14. Temporary Heating

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

15. Availability and Use of Utility Services

- (a) The PHA shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the PHA or, where the utility is produced by the PHA, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.
- (b) The Contractor, at its expense and in a manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the PHA, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

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

- (a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed under this contract, and which do not unreasonably interfere with the work required under this contract.
- (b) The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during performance of this contract, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.
- (c) The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. Prior to disturbing the ground at the construction site, the Contractor shall ensure that all underground utility lines are clearly marked.
- (d) The Contractor shall shore up, brace, underpin, secure, and protect as necessary all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be affected by the excavations or other operations connected with the construction of the project.
- (e) Any equipment temporarily removed as a result of work under this contract shall be protected, cleaned, and replaced in the same condition as at the time of award of this contract.

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

17. Temporary Buildings and Transportation of Materials

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

18. Clean Air and Water

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

19. Energy Efficiency

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

20. Inspection and Acceptance of Construction

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

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

21. Use and Possession Prior to Completion

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

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

22. Warranty of Title

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

23. Warranty of Construction

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

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

24. Prohibition Against Liens

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

Administrative Requirements

25. Contract Period

this contract within 120 calendar days of the effective date of the contract, or within the time schedule established in the notice to proceed issued by the Contracting Officer.

26. Order of Provisions

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

27. Payments

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

- basis for determining progress payments. The breakdown shall be approved by the Contracting Officer and must be acceptable to HUD. If the contract covers more than one project, the Contractor shall furnish a separate breakdown for each. The values and quantities employed in making up this breakdown are for determining the amount of progress payments and shall not be construed as a basis for additions to or deductions from the contract price. The Contractor shall prorate its overhead and profit over the construction period of the contract.
- (d) The Contractor shall submit, on forms provided by the PHA, periodic estimates showing the value of the work performed during each period based upon the approved

submitted not later than _____ days in advance of the date set for payment and are subject to correction and revision as required. The estimates must be approved by the Contracting Officer with the concurrence of the Architect prior to payment. If the contract covers more than one project, the Contractor shall furnish a separate progress payment estimate for each.

- (e) Along with each request for progress payments and the required estimates, the Contractor shall furnish the following certification, or payment shall not be made: I hereby certify, to the best of my knowledge and belief, that:

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

Name:

Title:

Date:

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

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

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

28. Contract Modifications

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

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

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

29. Changes

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

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

30. Suspension of Work

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

been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor or for which any equitable adjustment is provided for or excluded under any other provision of this contract.

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

31. Disputes

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

32. Default

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

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

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

33. Liquidated Damages

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

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

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

34. Termination for Convenience

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

35. Assignment of Contract

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

36. Insurance

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

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

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

37. Subcontracts

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

(2) "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor.

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

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

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

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

39. Equal Employment Opportunity

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

- (a) The Contractor/Seller shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, disability, or national origin.
- (b) The Contractor/Seller shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. Such action shall include, but not be limited to, (1) employment, (2) upgrading, (3) demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination, (7) rates of pay or other forms of compensation, and (8) selection for training including apprenticeship.

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

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

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

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

(g) The Contractor/Seller shall furnish all information and reports required by Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor/Seller shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(h) In the event of a that the Contractor/Seller is in 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.

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

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

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

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

(b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

(c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

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

(e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

(f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

(g) With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the 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).

41. Interest of Members of Congress

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

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

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

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

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

44. Royalties and Patents

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

45. Examination and Retention of Contractor's Records

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

46. Labor Standards - Davis-Bacon and Related Acts

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

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

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

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

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

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

- (2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)
- (ii) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c) (1) of this clause and that such information is correct and complete;
- (B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and
- (C) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.
- (iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.
- (3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to

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

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

the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (3) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- (e) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.
- (f) Contract termination; debarment. A breach of this contract clause may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.
- (g) Compliance with Davis-Bacon and related Act requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (h) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.
- (i) Certification of eligibility.
 - (1) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

- (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (3) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.
- (j) Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.
 - (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
 - (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in subparagraph (j)(1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic (including watchmen and guards) employed in violation of the provisions set forth in subparagraph (j)(1) of this clause, in the sum of \$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 subparagraph (j)(1) of this clause.
 - (3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in subparagraph (j)(2) of this clause.
 - (k) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

47. Non-Federal Prevailing Wage Rates

- (a) Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under State or tribal law to be prevailing, with respect to any employee in any trade or position employed under the contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate exceeds:
 - (1) The applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141 et seq.) to be prevailing in the locality with respect to such trade;
- (b) An applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the U.S. Department of Labor (DOL) or a DOL-recognized State Apprenticeship Agency; or
- (c) An applicable trainee wage rate based thereon specified in a DOL-certified trainee program.

48. Procurement of Recovered Materials.

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

PROJECT #22002 – 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's 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, its 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. OR20220012 , Modification 01 , dated 02/25/2022.
- 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

22010 Leslie Avenue, Oregon City, OR 97045

Unit # 7022

The contractor shall provide all labor, materials and permits as necessary to perform the following in accordance with all specifications and drawings:

LOT # 1

GENERAL NOTES:

- Install new ceiling and wall sheetrock as required by demo per code throughout the unit. Tape, texture, prime and paint.
- Repair, texture and paint all walls and ceiling to achieve a uniform like new finish throughout.
- R/R all attic and crawl space HVAC ductwork and return(s) as required to install a new system. All new supply registers shall be installed and vent from the floor. Modify ductwork as required to install new registers as indicated on the drawings.
- R/D main water line, main shut off valve and all (H/C) supply lines from the main meter base to all fixtures (angle stops).
- Install new main water line, main shut off valve and all (H/C) supply lines per code to all fixtures (angle stops) as indicated on the drawings. Trench or bore as required.
- R/D all existing cast iron drain plumbing from all fixtures, under the unit and up to the septic tank.
- Install new ABS drain plumbing per code as required from all fixtures up to the new septic tank. Tie into newer ABS drain lines unit as required.
- Install new ABS cleanout with cap within 2 feet of the exterior foundation.

ATTIC:

1. R/D all garbage and debris.
2. Install new attic insulation (blown in) as required to achieve R-49. Provide certification.
3. Install new R5 pipe insulation at all H/C water lines in un-insulated areas.
4. R/R all ductwork as required. Insulate and seal all new ductwork.
5. Install new attic access hatch as indicated on the drawings.

CRAWL SPACE:

6. R/D all garbage and debris.
7. Install new R5 pipe insulation at all H/C water lines in un-insulated areas.
8. R/D all floor insulation. Install new floor insulation. See specs.
9. R/D existing moisture barrier. Install new as required to cover all areas. Overlap and tape joints.
10. R/R ductwork as required to install new HVAC system. Insulate and seal all new ductwork.

KITCHEN/DINING:

11. R/D existing lower/upper cabinets, sink, faucet, supply lines, plumbing lines, angle stops, and light fixtures.
12. R/D section of wall as indicated. Patch floor/ceiling as required by wall removal.
13. R/D electrical as required back to panel from wall removal.
14. Repair all dry rot as required prior to new cabinet install.
15. Repair, texture and paint all walls and ceiling to achieve a uniform like new finish throughout.
16. Install new sheetrock at soffit as required.
17. Install new ceiling mounted light fixtures and switch(s) as indicated.
18. Install new KCMA cabinet's w/laminate countertops as indicated. Caulk countertops at wall and seams.
19. Upgrade all visible sanitary sewer lines to meet current code – as required

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20. Install new double bowl sink, supply lines, angle stops, drains, and faucet – make all plumbing connections.
21. R/D existing SV and base.
22. R/R all underlayment. R/R dry rot as required. Secure new underlayment to prevent squeaks.
23. Install new LVT and rubber base. Mop and wax.
24. Install new outlets, switches, and cover plates as indicated. Install new outlet for refrigerator and island.
25. Install new GFCI receptacles and or receptacles as require by code.
26. Install new HVAC register. Insulate and seal all ductwork. Relocate dining register as indicated. Install new ductwork as required to relocate register. Patch floor as required.
27. R/R range outlet. Re-wire for 4 prong outlet to breaker box. Install new 4 prong outlet and anti-tip bracket.
28. R/R all light fixtures/bulbs and shades. Install new as indicated.
29. Install new exhaust hood with damper (connect to existing power) connect to new rigid sheet metal duct and vent to the exterior of the building. Caulk/seal as required.
30. R/D door. Install new 2'-8" door, casing, trim, door knob, and wall door stop.
31. R/D window. Frame in/modify opening as required to install new door, insulate, sheetrock, tape, texture and paint as required to install new 3'-0" door, casing, trim, door knob, and wall door stop. Door shall have a half light window. Prime and paint.
32. R/R closet door, shelving, casing, trim and door knob. Install one new shelf and rod.
33. Install new traverse rod at window(s).
34. R/D telephone jack and wire to source.

LIVING ROOM:

35. R/R all outlets, switches and cover plates with new.
36. R/D sections of wall as indicated.
37. Install new ceiling mounted light fixtures and switches as indicated.
38. R/D existing carpet, pad and base.
39. R/R all underlayment. R/R dry rot as required. Secure new underlayment to prevent squeaks.
40. Install new LVT and rubber base.
41. Repair, texture and paint all walls and ceiling to achieve a uniform like new finish throughout.
42. R/R HVAC register. Insulate and seal all new ductwork.
43. Install new blind(s) at window.
44. R/D existing door. Install new 3'-0" solid fiberglass door, casing, trim, door knob, deadbolt, and hinge door stop at front entry. Prime and paint.
45. Install new cable/TV lines/phone, boxes and cover plates as indicated. All new lines shall be run in the attic/crawl space.

HALL:

46. R/R all outlets, switches and cover plates with new.
47. R/R thermostat.
48. Install new ceiling attic hatch as indicated. Trim out.
49. R/R all light fixtures/bulbs and shades with new.
50. Install new light switches as indicated.
51. R/R door bell. Install new doorbell chime and button at front door.
52. R/D existing carpet, pad and base.
53. R/R all underlayment. R/R dry rot as required. Secure new underlayment to prevent squeaks.
54. Install new LVT flooring and rubber base.
55. Repair, texture and paint all walls and ceiling to achieve uniform finish throughout.
56. R/R closet shelving. Secure new shelving.
57. R/R HVAC return grill with filter.
58. R/R smoke detector with new hard wired smoke detector/CO2 detector with 10yr lithium battery. New detectors shall be ceiling mounted. See specs.

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BATH (#1):

59. R/D existing toilet, toilet tank, toilet flange, toilet supply line, tub, tub surround, plumbing lines, angle stops, light fixtures, ceiling/light fan fixture and fan/light switches.
60. R/D section of wall as indicated. Patch floor and ceiling as required by wall removal.
61. Install new water supply (H&C) lines as required to new locations/fixtures as indicated on the drawing.
62. Frame in, sheetrock, tape, texture and paint new wall section as indicated.
63. Contractor to modify electrical wiring and circuits as required by code to split bathroom into two separate bathrooms. Install new wiring as required per code.
64. Upgrade all visible sanitary sewer lines to meet current code – as required.
65. Install new KCMA cabinet with laminate countertop as indicated. Caulk countertop at wall and seams.
66. Install new sink, faucet, mirror, supply lines, angle stops, toilet with tank, toilet seat, toilet angle stop, toilet flange, tub, tub surround, splash enders, shower head, shower valve and 2x blocking behind tub surround (verify with HACC prior to install) – make all plumbing connections as code requires.
67. R/R all outlets, switches and cover plates with new.
68. R/R all light fixtures/bulbs and shades with new.
69. R/D existing exhaust fan. Install new high efficiency exhaust fan and condensation sensor. Modify/replace ductwork and vent cap as required to accommodate new fan and vent to the exterior of the building (through roof). New fan and light fixture shall be wired into single light switch. See specs.
70. R/D all existing SV flooring and base.
71. R/R all underlayment. R/R dry rot as required. Secure new underlayment to prevent squeaks.
72. Install new LVT flooring and rubber base. Mop and wax.
73. Install new recessed mirror/medicine chest. Relocate switch and outlets as required. See specs.
74. Install new 24" towel bar.
75. Install new toilet paper holder.
76. Repair, texture and paint all walls and ceiling to achieve a uniform like new finish throughout.
77. Install new HVAC register. Install new ductwork as required to tie into existing ductwork. Insulate and seal all ductwork.
78. R/D existing door. Install new 2-8" door, casing, trim, door knob and wall door stop. Modify opening/electrical as required to accommodate new door size.

BATH #2:

79. R/D section of wall as indicated. Patch floor and ceiling as required by wall removal.
80. Install new water supply (H&C) lines as required to new locations/fixtures as indicated on the drawing.
81. Install new KCMA cabinet with laminate countertop as indicated. Caulk countertop at wall and seams.
82. Install new sink, faucet, mirror, supply lines, angle stops, toilet with tank, toilet seat, toilet angle stop, toilet flange, shower pan, shower pan surround, splash enders, shower head, shower valve and 2x blocking behind tub surround (verify with HACC prior to install) – make all plumbing connections as code requires.
83. Install new outlets, switches and cover plates with new.
84. Install new light fixtures/bulbs and shades with new.
85. Install new high efficiency exhaust fan and condensation sensor. Install new ductwork and vent cap as required to accommodate new fan and vent to the exterior of the building (through roof). New fan and light fixture shall be wired into single light switch. See specs.
86. R/R all underlayment. R/R dry rot as required. Secure new underlayment to prevent squeaks.
87. Install new LVT flooring and rubber base. Mop and wax.
88. Install new recessed mirror/medicine chest. Relocate switch and outlets as required. See specs.
89. Install new 24" towel bar.
90. Install new toilet paper holder.
91. Repair, texture and paint all walls and ceiling to achieve a uniform like new finish throughout.
92. R/R HVAC register. Insulate and seal all ductwork.

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93. Install new 2-8" door, casing, trim, door knob and wall door stop. Modify opening as required to accommodate new door size.
94. R/D existing bath window. Install new 2'x3' window. Modify opening as required to accommodate new shower & surround.

BEDROOMS # 1, 2, 3 & 4:

95. R/R all outlets, switches and cover plates with new.
96. Modify/relocate light switch at bedroom # 1 & 2 as required by wall demo and new wall install.
97. R/R all light fixtures/bulbs and shades with new.
98. R/R smoke detector with new hard wired smoke detector with 10yr lithium battery. New detectors shall be ceiling mounted. See specs.
99. R/D all wall shelving.
100. Repair, texture and paint all walls and ceiling to achieve a uniform like new finish throughout.
101. R/D existing carpet, pad and base.
102. R/R all underlayment. R/R dry rot as required. Secure new underlayment to prevent squeaks.
103. Install new carpet, pad and rubber base.
104. R/R HVAC register. Insulate and seal all ductwork.
105. Install new traverse rod at bedrooms #3&4. Install new blinds at Bedroom #1&2.
106. R/D closet door(s), casing, trim, door knob, wall door stop and small sections of wall as indicated on the drawings to accommodate new bi-pass doors.
107. Install new bi-pass doors, tracks, guides and trim with new. See details.
108. R/R closet shelving and rods. Secure shelf and rod.
109. Install new cable/TV lines/phone, boxes and cover plates as indicated. All new lines shall be run in the attic/crawl space. Relocate cable & telephone at bed # 2 as indicated.
110. R/R existing door, casing, trim, door knob, and wall door stop.

GARAGE:

111. R/D existing door. Frame in, side, insulate, sheetrock, tape, texture and paint as required to match adjacent finishes. Install concrete as required to patch foundation.
112. R/D existing light fixture. Install three (3) new 4' fluorescent light fixtures as indicated.
113. R/R overhead door, tracks, springs and any other material associated with the overhead door system.
114. R/R all outlets, switches and cover plates with new.
115. Install new R5 pipe insulation at all H/C water lines in un-insulated areas.
116. R/D water heater, supply lines and power supply back to panel.
117. Install new gas water heater, exhaust, supply lines, stand and straps. Modify/install H/C supply lines as required.
118. Repair, texture and paint all walls and ceiling to achieve a uniform like new finish throughout.
119. Install new steel bollard as code requires to protect new water heater. Smooth all cut edges and paint.
120. R/D gas furnace and ductwork as required to install new gas furnace.
121. Install new 95% high efficiency gas furnace and ductwork. HVAC contractor shall determine the size and supply registers needed. All new supply registers shall be installed and vent from the floor. Insulate and seal all new ductwork. Condensate water shall gravity drain to the exterior of the building and be run in a way to prevent freezing. Modify existing ductwork as required to install new furnace.
122. Install two (2) new shelves above washer and dryer location.
123. R/R ceiling attic hatch. Trim out.

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WINDOWS:

124. House – R/R all windows with new. See specs.
125. House – Install new window casings, stops and stool. Caulk/seal along stool. See specs.
126. House – Install new exterior Hardi window trim. Caulk/seal and paint. See specs.

BUILDING EXTERIOR:

127. R/D exterior dryer vent, exhaust vents, light fixtures, and house numbers.
128. R/D all vinyl siding, soffits and trim.
129. R/R all fascia, gable end 2x's, garage door 2x's and trim.
130. Remove and protect: cable boxes and phone boxes.
131. R/R all hose bibs. Insulated as required. Relocate front hose bib as indicated. See specs.
132. Repair/replace/patch/re-nail all damage to existing siding and trim including dry rot.
133. Conceal all surface mounted cables.
134. Install new building/moisture wrap as required by siding manufacturer.
135. Install new Hardi corner and window trim boards.
136. Install new Hardi lap siding per manufactures installation recommendation and specifications.
137. Pre boar permanent penetrations to achieve clean professional finish on items such as conduit and utility boxes.
138. Caulk and seal all cut edges per manufactures installation recommendations.
139. Reinstall cable boxes, phone boxes, etc. Conceal all cables.
140. Clean all debris and power wash gutters and downspouts at end of job to allow good drainage.
141. Contractor to protect all telephone, cable and electrical power lines that are attached to fascia's, roofs and or siding. Remove and re-install as required.
142. The contractor shall at all times protect the site, landscaping and building during demolition and construction. Any damage created will be the contractor's responsibility to repair. The site shall be cleaned of all construction debris at the end of each day.
143. Install new light fixtures, doorbell button, dryer vents, exhaust vents and house numbers.
144. Caulk all penetrations per specifications.
145. Prime and paint the entire exterior of the unit including eaves. 1 coat primer and 2 coats top coat. See specifications.
146. Paint utility boxes, electrical meter and gas meter to match existing siding color.
147. Power wash all exterior flatwork at completion of job to remove all dirt and debris.

LOT 2 – SITEWORK

SITEWORK:

148. R/D all tree's, shrubs and plants marked with blue paint.
149. R/D concrete driveway, concrete apron, front walkway, front landing and rear concrete. Excavate as required to install new 4" base for new driveway, walkway, landing and rear patio. Compact new base to 95%
150. R/D tree. Stump grind to a depth of 24". Grinding to include all surface roots to 12" depth at a six foot radius from the tree trunk. R/D all tree related debris.
151. R/D all debris from yard.
152. Treat entire yard with broad leaf/moss control. See specifications.
153. Modify rain drain plumbing pipe as required to drain properly prior to new concrete installation. Contractor to locate and verify day light drain location. Clean all underground pipe to insure proper drainage.
154. Install new 4" concrete driveway and apron as indicated. Length and wide to be the same as existing. Contractor to install metal reinforcing as code requires. Install control joints and expansion joints as required. Slope to drain away from building.

MODERNIZATION OF 22010 LESLIE – PROJECT #22002
HOUSING AUTHORITY OF CLACKAMAS COUNTY
P.O BOX 1510, 13900 S. GAIN STREET, OREGON CITY, OR 97045

155. Install new 4" concrete walkway and landing as indicated. Length and width to be the same as existing. Slope to drain away from building. Contractor to install metal reinforcing as code requires. Install control joints and expansion joints as required. Slope to drain away from building.
156. Install new 4" concrete patio as indicated. Size to be 10'x14' as indicated on the drawing. Contractor to install metal reinforcing as code requires. Install control joints and expansion joints as required. Slope to drain away from building. Install new foundation vent wells as required.
157. After completion of driveway, walkway and patio contractor to back fill with clean soil to prevent any undermining/abrupt edging. Power wash clean at completion.
158. Install new catch basin drain and pipe as required to catch all water runoff from driveway. Tie into existing rain drain system as required prior to new concrete installation. See drawings. Verify with HACC.

SEPTIC:

- **Contractor to work directly with Clackamas County on permits and requirements for new septic system.**
159. Locate, pump, excavate, remove and dispose of existing metal septic tank.
 160. Locate and clean out existing distribution box ensure proper drainage to drain field.
 161. Replace existing line from septic tank to distribution box.
 162. Install new 1500 gallon concrete septic tank and associated plumbing (as per code). Lid for tank and distribution box shall be installed/modified as required to be ground level and visible. Contractor responsible to set up dirt barriers as required to contain dirt.
 163. Contractor to back fill excavated septic areas with clean fill dirt. Compact as required to prevent settling and seed.

NOTE: Work to take place between 8:00am – 5:00pm Monday through Friday.

- **All work performed, as a result of this procurement shall be conducted in strict accordance with all applicable local, state and federal regulations.**
- **Even if not specifically detailed in the Scope of Work, Drawings or Specifications all work shall be accomplished in accordance with all current building codes.**
- **The contractor shall be responsible for all permits, locates and fees necessary to perform this work. The contractor and all subcontractors shall read and adhere to all specifications included as part of the Invitation to Bid.**

End of Scope of Work

End of 22010 Leslie Avenue, Oregon City, OR 97045

MODERNIZATION OF 22010 LESLIE AVENUE

HOUSING AUTHORITY OF CLACKAMAS COUNTY PROJECT NUMBER #22002

Funded under the Capital Fund Grant Program provided by the
U.S. Department of Housing and Urban Development

Prepare by The Housing Authority of Clackamas County
P.O. Box 1510, Oregon City, Oregon 97045
Phone: 503-650-3143 Fax: 503-650-3168

DATE:	REV.

NAME: MODERNIZATION OF 22010 LESLIE
PROJECT#: 22002

SHEET INDEX TABLE	
SHEET NUMBER	SHEET TITLE
A-0	TITLE, SYMBOLS & SHEET INDEX
A-1	FLOOR PLAN
A-2	ELEVATIONS
A-3	SITE PLAN
A-4	DETAILS

SITE ADDRESSES:		
SITE:	ADDRESS:	UNIT#:
1	22010 S LESLIE AVENUE, BEAVERCREEK, OR 97004	7022

ABBREVIATIONS & ACRONYMS

ADA	AMERICANS WITH DISABILITIES ACT
BR	BED ROOM
BDRM	BED ROOM
BR'S	BED ROOMS
C	CABLE
CB	CABLE BOX
CATV	CABLE TELEVISION
DB	DOOR BELL
DEMO	DEMOLISH
DV	DRYER VENT
(E)	EXISTING
E.M.	ELECTRIC METER
EP	ELECTRIC PANEL
GALV	GALVANIZED
GFCI	GROUND-FAULT-CIRCUIT-INTERRUPTER
G.M.	GAS METER
HACC	HOUSING AUTHORITY OF CLACKAMAS COUNTY
HB	HOSE BIB
HUD	UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
HVAC	HEATING, VENTILATION AND AIR CONDITIONING
H/C	HOT AND COLD
J	JUNCTION
KCMA	KITCHEN CABINET MANUFACTURERS ASSOCIATION
LR	LIVING ROOM
MAX	MAXIMUM
N	NEW
NIC	NOT IN CONTRACT
NTS	NOT TO SCALE
R	REMOVE
REQ'D	REQUIRED
RPL	REPLACE
R/R	REMOVE AND REPLACE
R/D	REMOVE AND DISPOSE
SD	SMOKE DETECTOR
SPECS	SPECIFICATIONS
S.V.	SHEET VINYL
T	THERMOSTAT or TELEPHONE
TB	TELEPHONE BOX
TYP	TYPICAL
VCT	VINYL COMPOSITION TILE
V.I.F.	VERIFY IN FIELD
WB	WASHER BOX
WH	WATER HEATER
WM	WATER METER
W/	WITH

ELECTRICAL SYMBOLS:

	REMOVE SWITCH AND COVER PLATE.
	REMOVE EXISTING SWITCH, BOX AND WIRE TO SOURCE. PATCH TO MATCH EXISTING FINISH.
	NEW SWITCH AND COVER PLATE.
	INSTALL NEW SWITCH, BOX, WIRE AND COVER PLATE.
	NEW THREE WAY SWITCH AND COVER PLATE.
	REMOVE RECEPTACLE AND COVER PLATE.
	REMOVE EXISTING RECEPTACLE, BOX AND WIRE TO SOURCE. PATCH TO MATCH EXISTING FINISH.
	NEW RECEPTACLE AND COVER COVER PLATE.
	INSTALL NEW RECEPTACLE, BOX, WIRE AND COVER.
	REMOVE EXISTING RANGE RECEPTACLE AND PROVIDE NEW 4 PRONG.
	REMOVE EXISTING CLOTHES DRYER RECEPTACLE AND PROVIDE NEW 4 PRONG.
	REMOVE LIGHT FIXTURE, BASE AND LENS.
	NEW CEILING MOUNTED LIGHT FIXTURE IN THE KITCHEN, LIVING ROOM, BEDROOMS AND BATHROOM.
	NEW CEILING MOUNTED FLUORESCENT LIGHT FIXTURE.
	NEW WALL MOUNTED LIGHT FIXTURE.
	EXISTING PHONE JACK TO REMAIN. REPLACE COVER WITH NEW. INSTALL NEW BOX AS REQUIRED.
	REMOVE PHONE JACK, COVER AND WIRES TO ITS SOURCE.
	INSTALL NEW TELEPHONE JACK, WIRE, BOX AND COVER.
	REMOVE EXISTING SMOKE DETECTOR & WIRES TO ITS SOURCE.
	NEW CEILING MOUNTED HARDWIRED SMOKE/CO DETECTOR. VERIFY LOCATION WITH BUILDING OFFICIALS.
	EXISTING CABLE JACK TO REMAIN. REPLACE COVER WITH NEW. INSTALL NEW BOX AS REQUIRED.
	REMOVE CABLE BOX, COVER AND WIRES TO ITS SOURCE.
	INSTALL NEW CABLE T.V. RECEPTACLE, WIRE, BOX AND COVER.
	REMOVE EXISTING LIGHT/FAN/HEATER COMBO.
	NEW SILENT EXHAUST FAN.
	REMOVE EXISTING DOOR BELL BUTTON.
	INSTALL NEW DOOR BELL BUTTON.
	NEW DOORBELL CHIME.
	EXISTING ELECTRIC METER TO REMAIN. REPLACE / RELOCATE MODIFY IF REQUIRED BY UTILITY COMPANY #OR BUILDING OFFICIAL / CODE
	EXISTING ELECTRIC PANEL TO REMAIN. REPLACE / RELOCATE MODIFY IF REQUIRED BY UTILITY COMPANY #OR BUILDING OFFICIAL / CODE

ARCHITECTURAL SYMBOLS:

	EXISTING (E) WALL TO REMAIN
	EXISTING (E) WALL TO BE REMOVED
	NEW (N) WALL
	EXISTING TO BE REMOVED
	PROPOSED NEW WALL
	HACC PROVIDED CONTRACTOR INSTALLED
	PROPERTY LINE
	CHAIN LINK FENCE
	WOOD FENCE
	CONCRETE
	BARK DUST
	INSULATION
	NEW COMPACTED GRAVEL
	EARTH
	ASPHALTIC CONCRETE PAVING
	GRASS

MECHANICAL SYMBOLS:

	NEW DRYER VENT CAP.
	NEW CLOTHES WASHER BOX & VENT .
	REPLACE / RELOCATE (E) HOSE BIB WITH NEW.
	NATURAL GAS METER.
	CABLE BOX.
	TELEPHONE BOX.
	NEW SUPPLY AIR REGISTER.
	NEW RETURN AIR REGISTER WITH FILTER CEILING MOUNTED.
	REMOVE EXISTING THERMOSTAT.
	INSTALL NEW THERMOSTAT. VERIFY WITH MECHANICAL.

Health, Housing
& Human Services
CLACKAMAS COUNTY
P.O. BOX 1510 - 13900 SOUTH GAIN STREET-OREGON CITY, OR 97045-0510
TEL: 503-650-3143 FAX: 503-650-3168 TDD: 503-655-8639

Date:	3/21/22
Drawn by:	JT
Checked by:	JV
Address:	22010 Leslie Beavercreek, OR

Sheet Title:
COVER

SHEET:
A-0

OF

NOTE:
DRAWINGS ARE FOR REFERENCE ONLY. ALL DIMENSIONS AND
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DATE:	REV.

NAME: MODERNIZATION OF LESLIE
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Beavercreek, OR

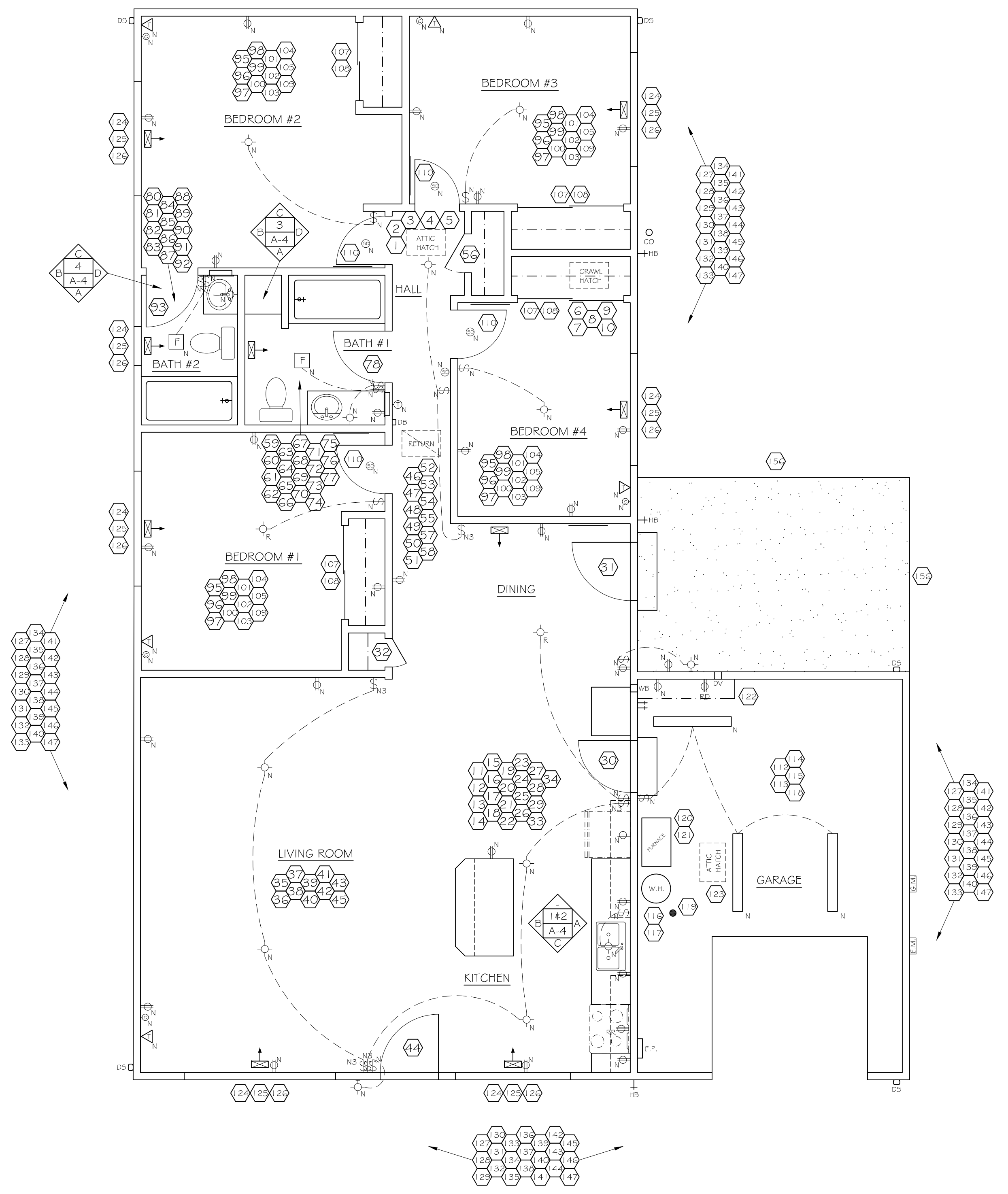
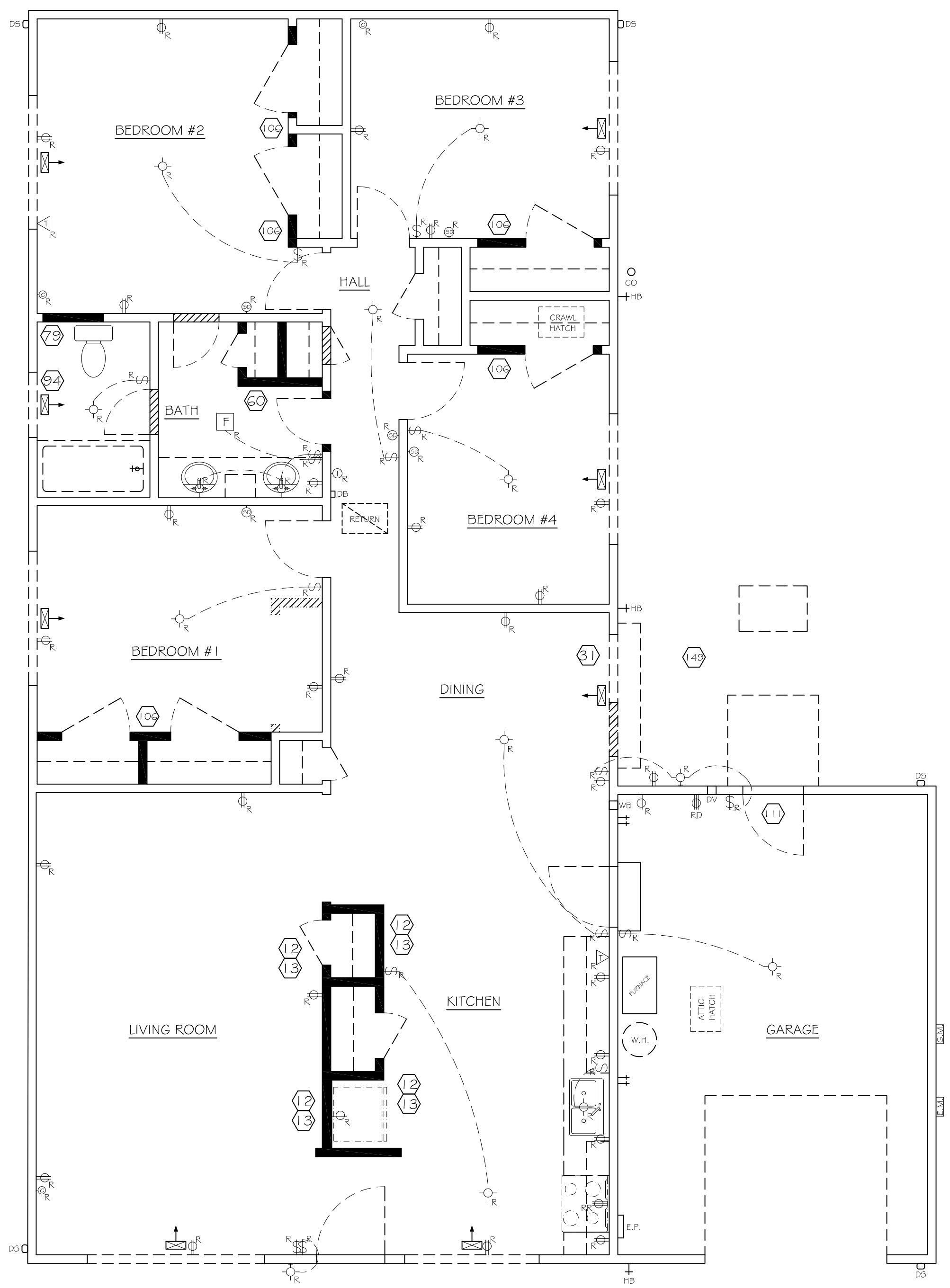
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FLOOR PLAN

SHEET:

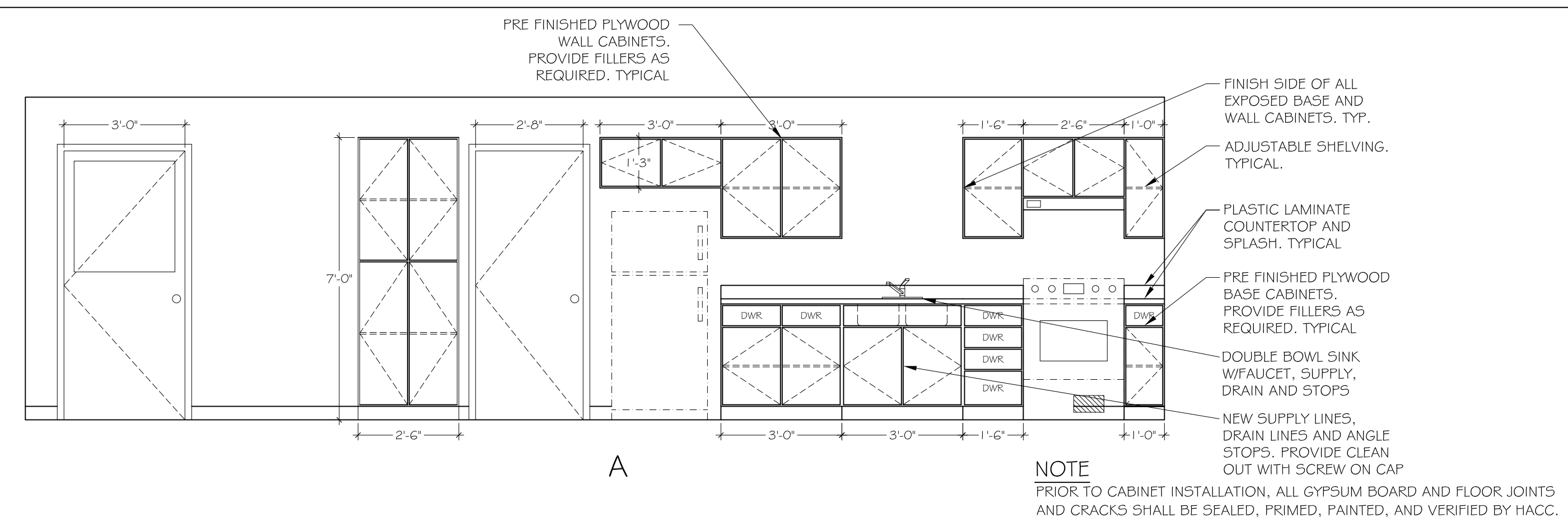
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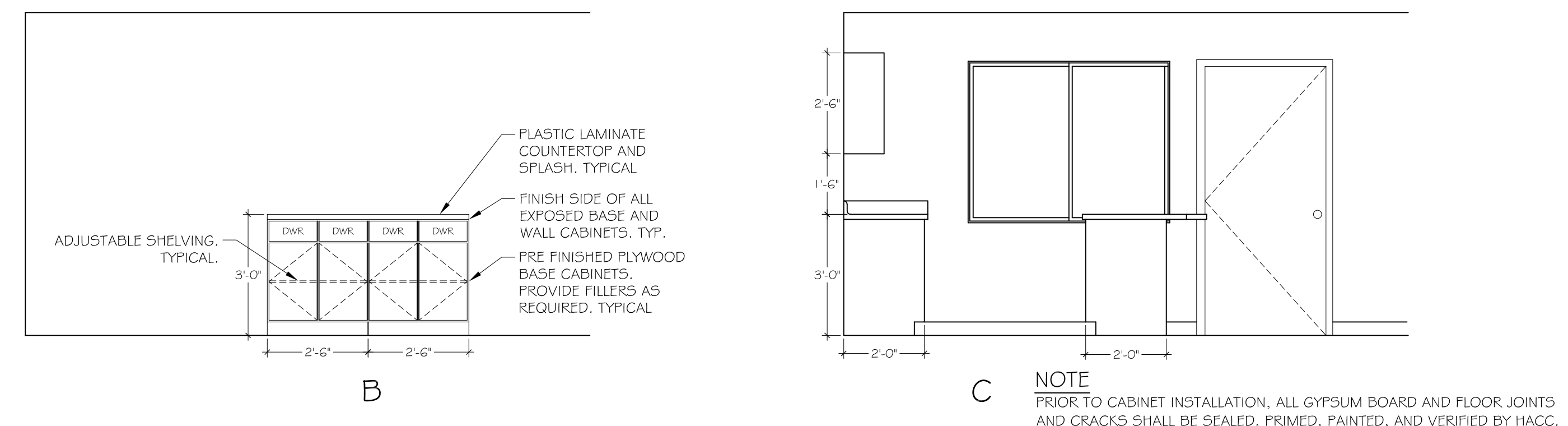
DATE:	REV.

1 KITCHEN ELEVATIONS
SCALE: 3/8" = 1'-0"



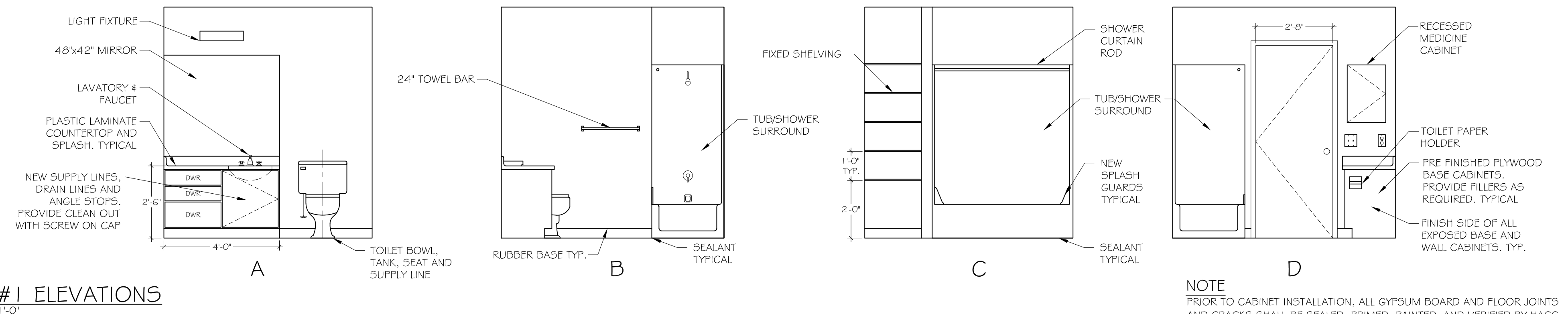
NOTE
PRIOR TO CABINET INSTALLATION, ALL GYPSUM BOARD AND FLOOR JOINTS AND CRACKS SHALL BE SEALED, PRIMED, PAINTED, AND VERIFIED BY HACC.

2 KITCHEN ELEVATIONS
SCALE: 3/8" = 1'-0"



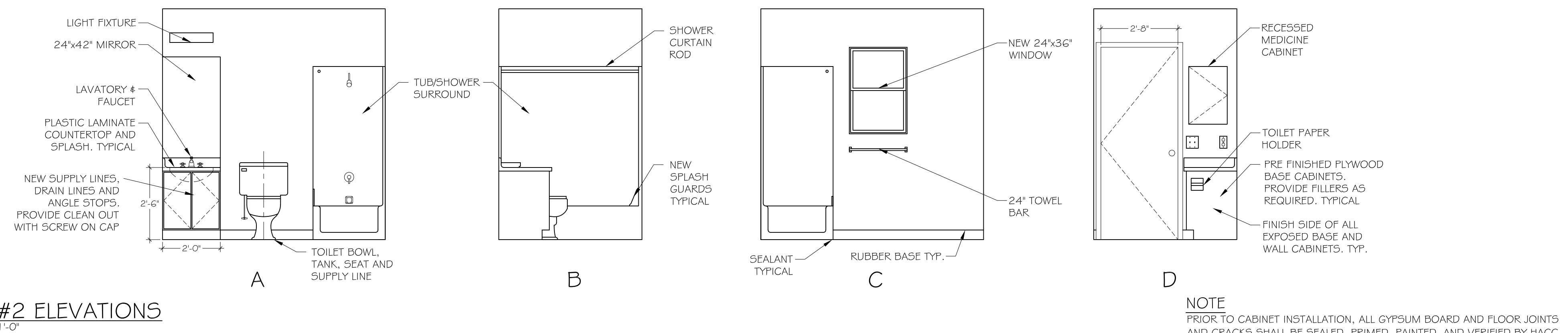
NOTE
PRIOR TO CABINET INSTALLATION, ALL GYPSUM BOARD AND FLOOR JOINTS AND CRACKS SHALL BE SEALED, PRIMED, PAINTED, AND VERIFIED BY HACC.

3 BATH #1 ELEVATIONS
SCALE: 3/8" = 1'-0"



NOTE
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4 BATH #2 ELEVATIONS
SCALE: 3/8" = 1'-0"



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NAME: MODERNIZATION OF LESLIE
PROJECT#: 22002

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CLATSOP COUNTY
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TEL: 503-650-3143 FAX: 503-655-8639

Date: 3/21/22
Drawn by: JT
Checked by: JV
Address: 22010 Leslie Beaver Creek, OR

Sheet Title:
ELEV.
SHEET:
A-2
OF

NOTE:
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NAME: MODERNIZATION OF LESLIE
 PROJECT#: 22002

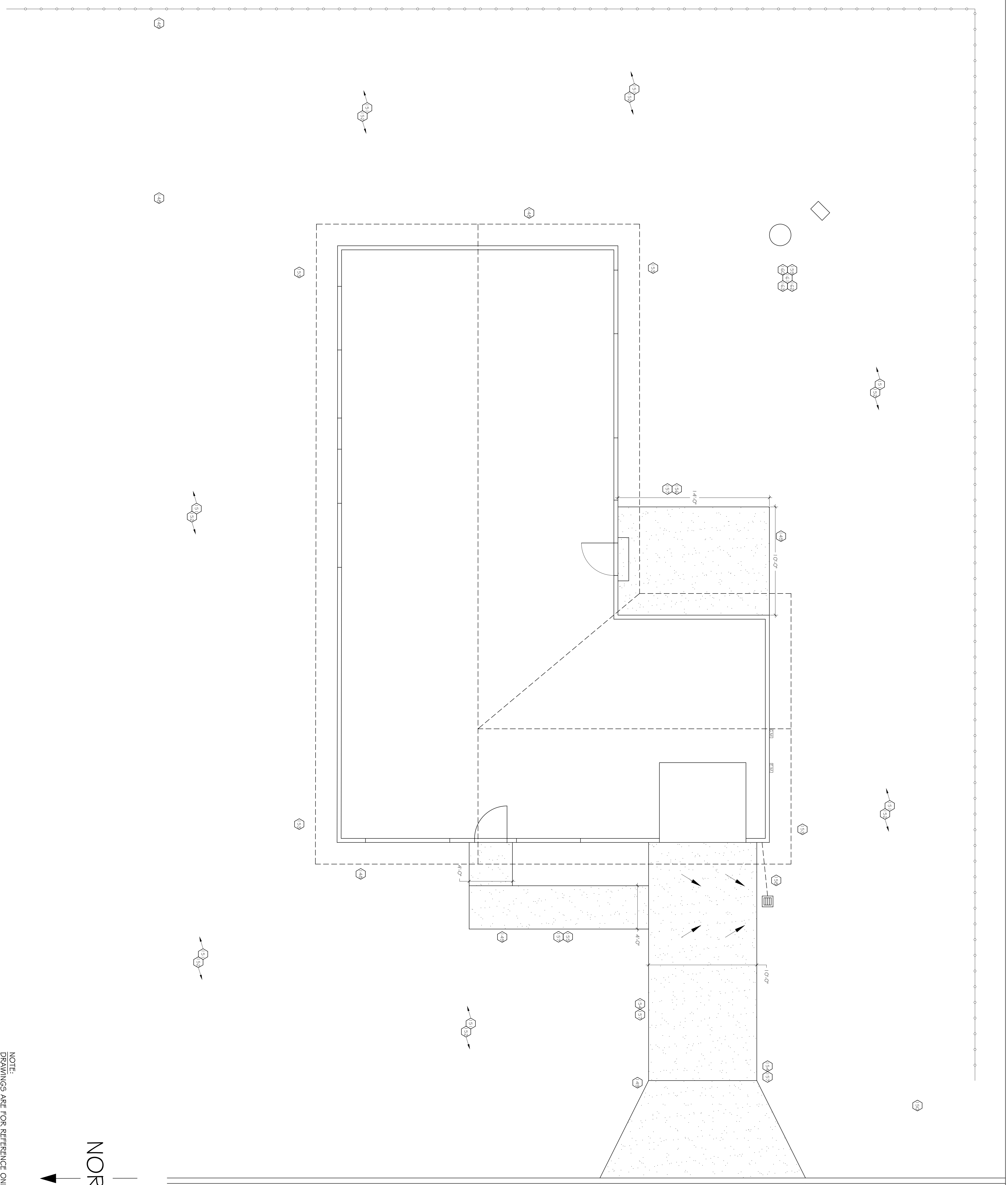
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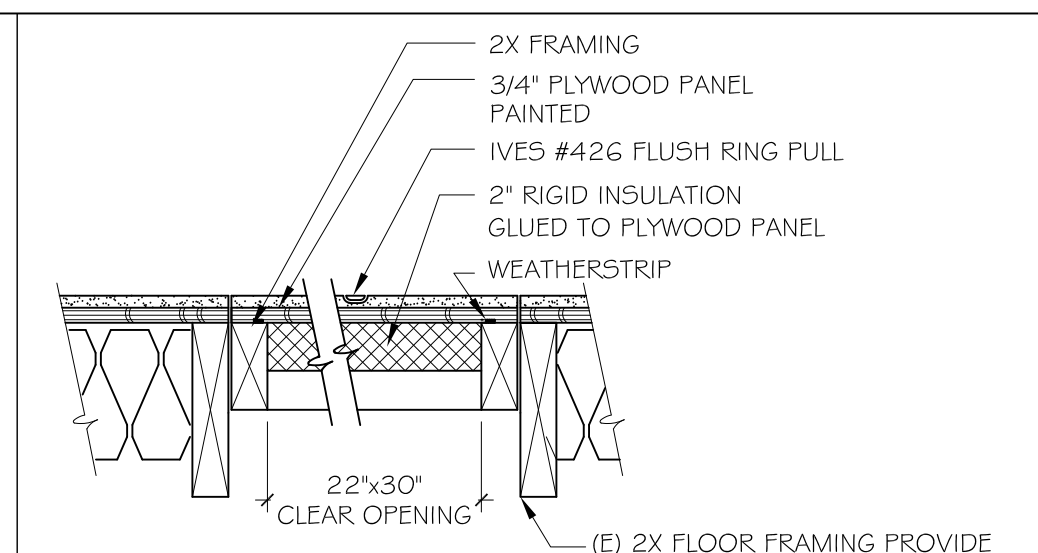
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 Oregon City, OR

Sheet Title:
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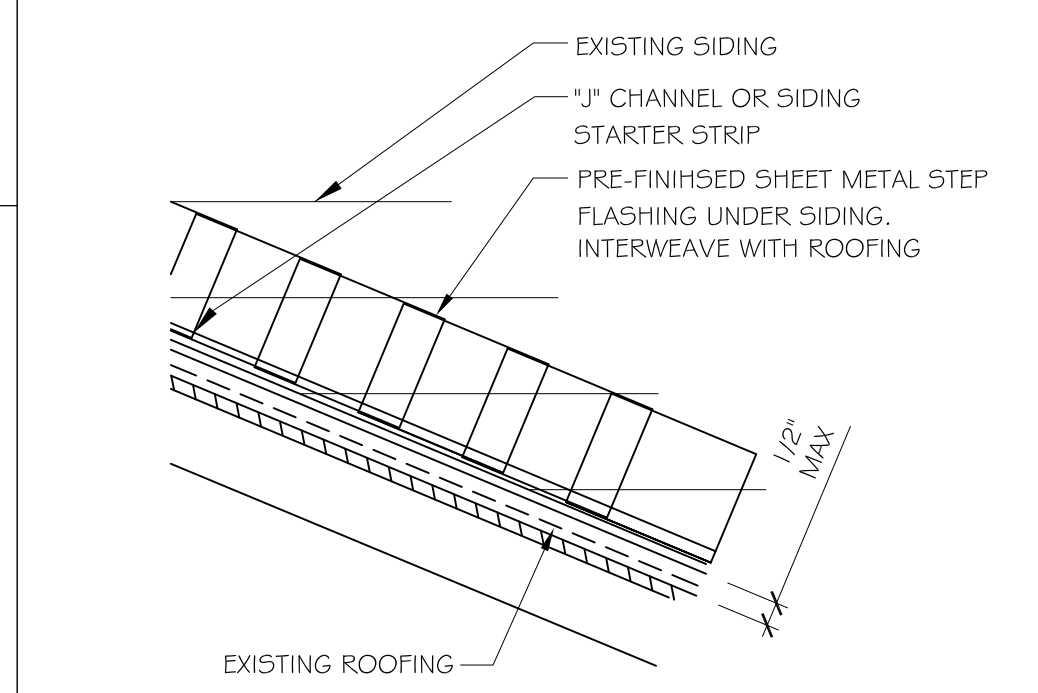
SHEET:
 A-3
 OF

NORTH

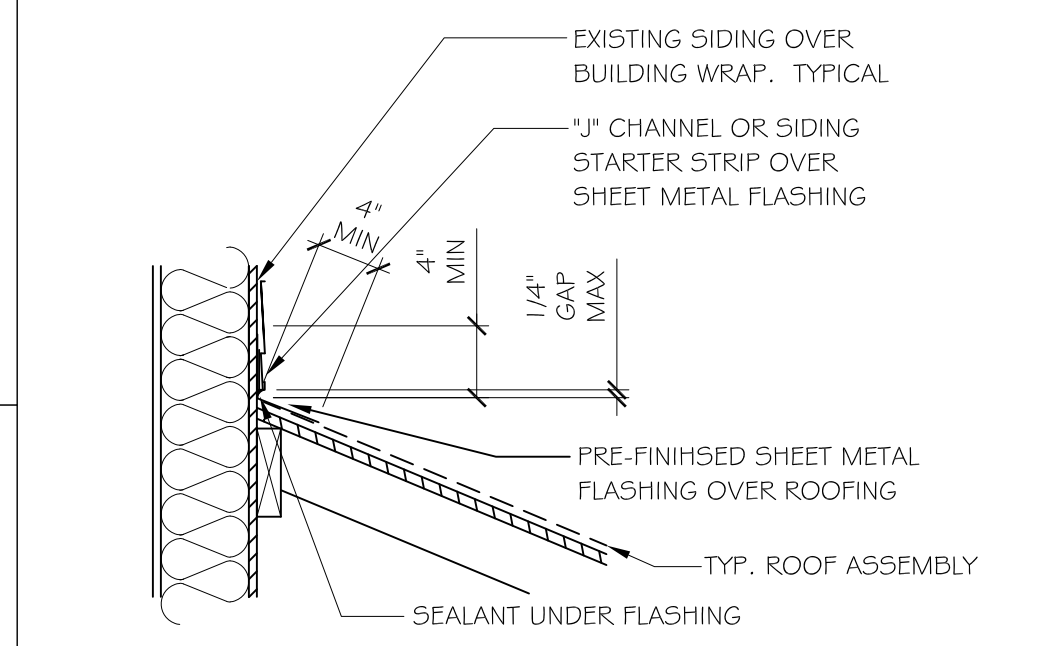




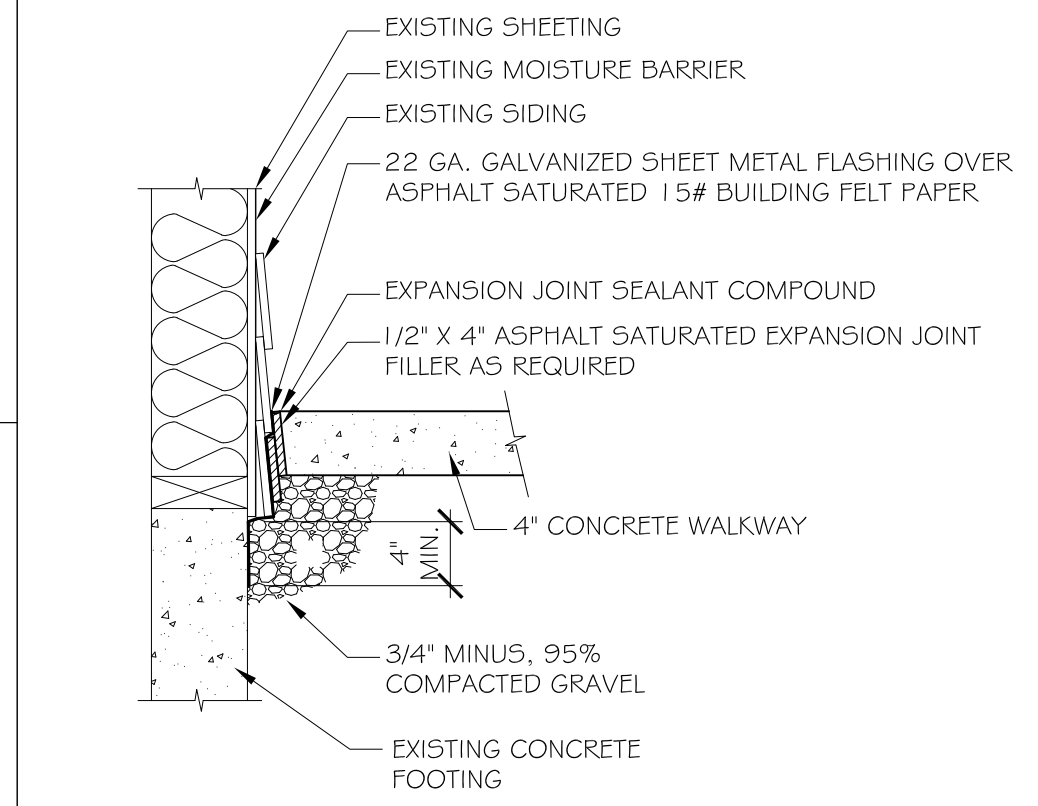
6 FLOOR CRAWL SPACE HATCH
 SCALE: 6" = 1'-0"



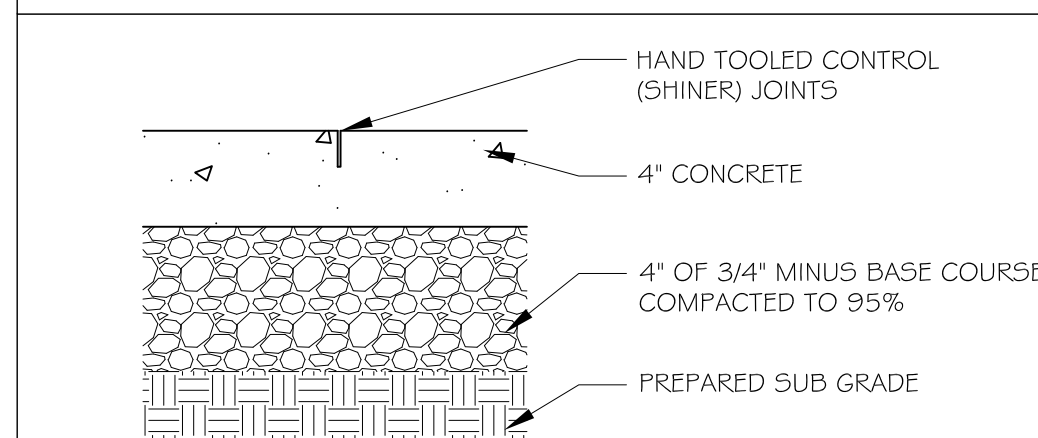
7 TYPICAL SIDE WALL AT ROOF
 SCALE: 5" = 1'-0"



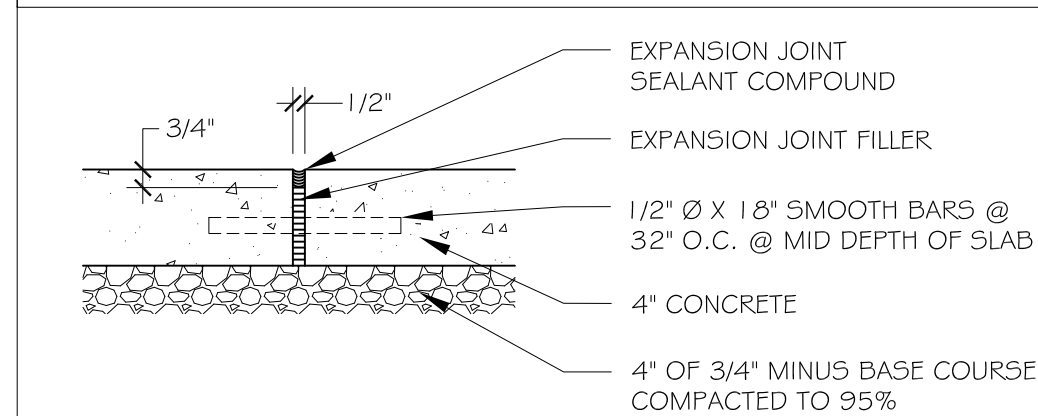
8 TYP ROOF TO WALL CONNECTION
 SCALE: 1" = 1'-0"



9 EXPANSION JOINT AT SIDING
 SCALE: 1" = 1'-0"

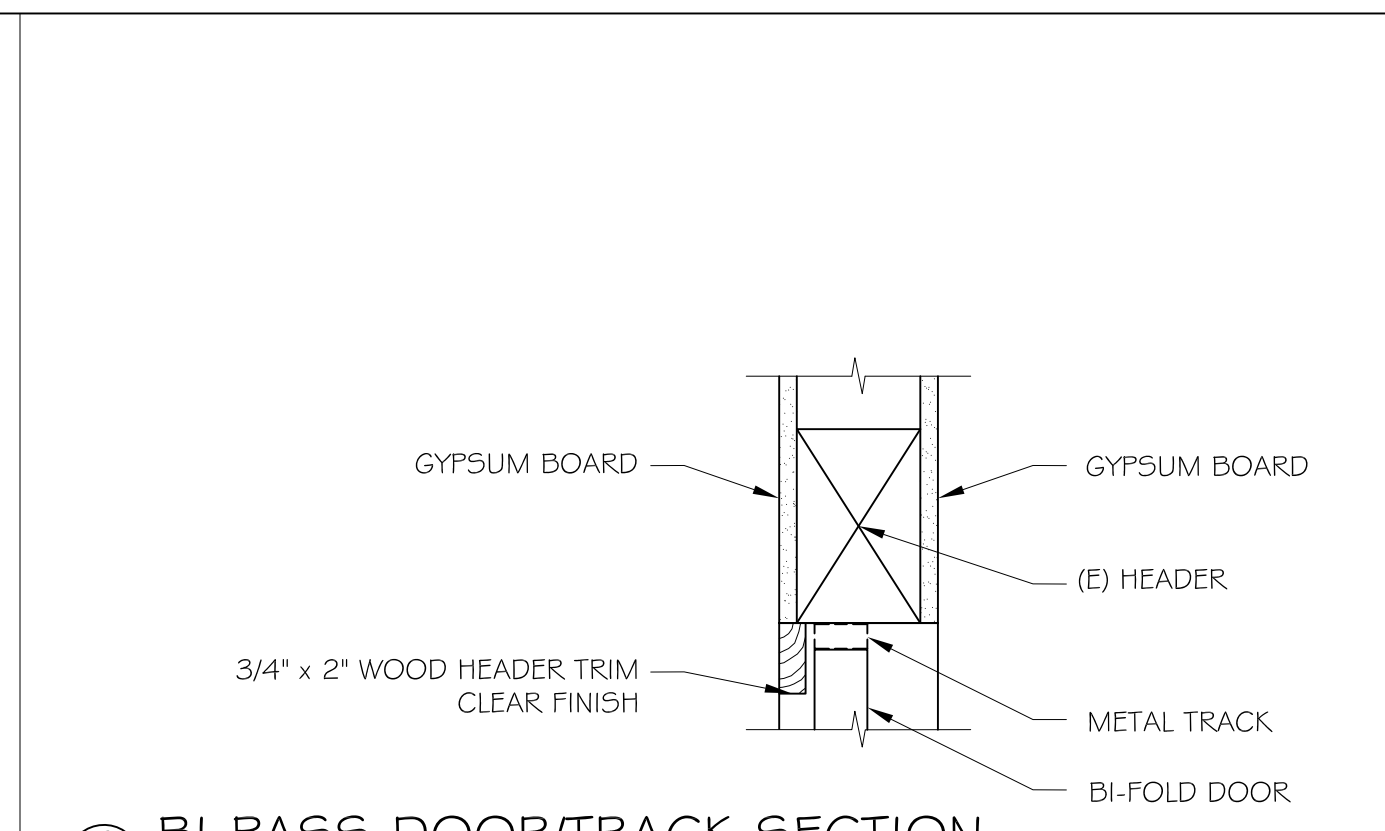


10 CONTROL JOINT
 SCALE: 1" = 1'-0"

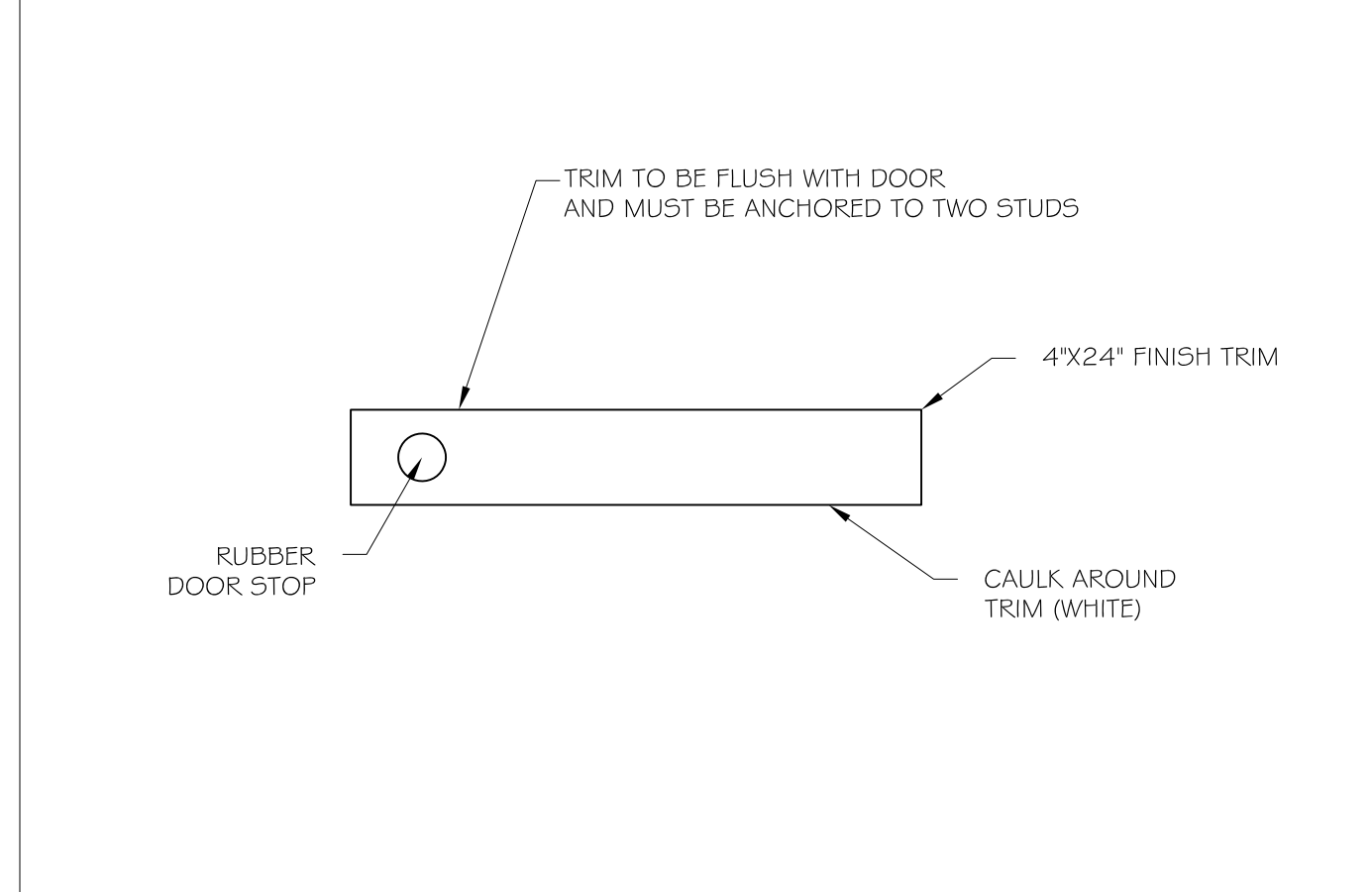


11 EXPANSION JOINT
 SCALE: 1" = 1'-0"

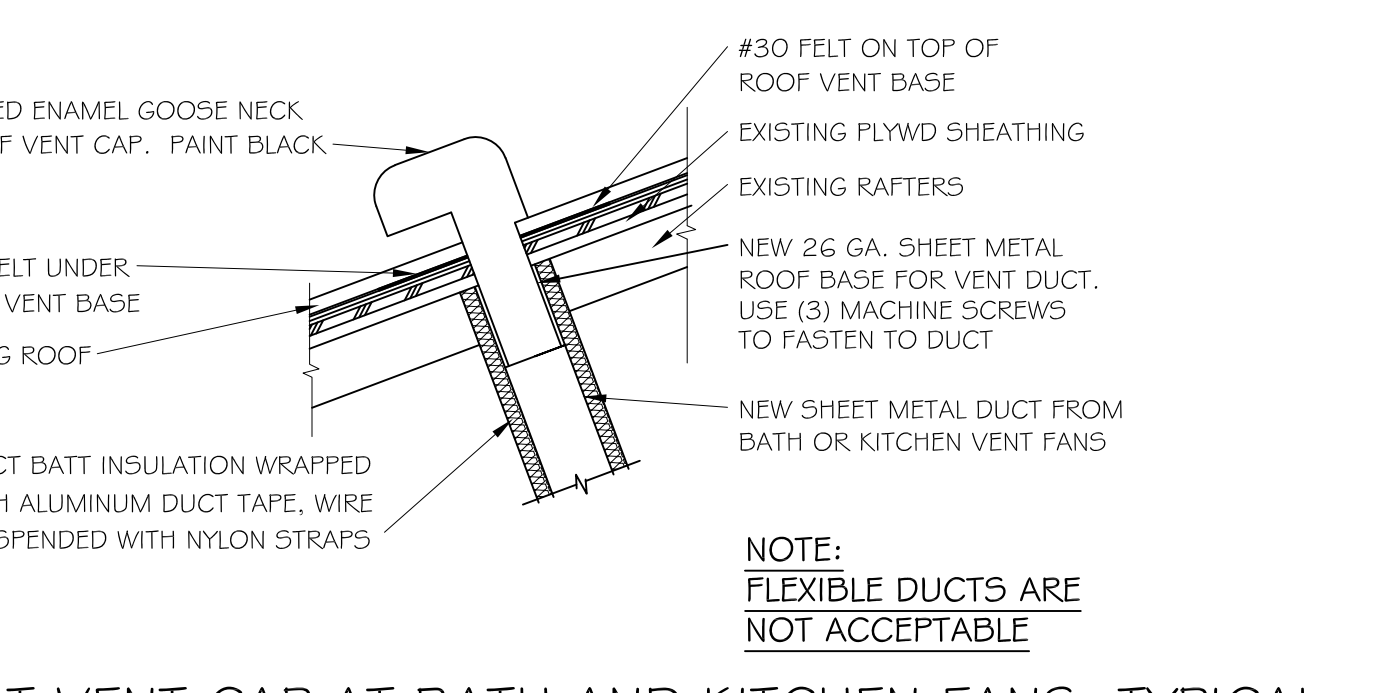
NOTE: USE EXPANSION JOINT WHERE WALKS / PATIO ABUTT PERPENDICULAR SURFACES, WALLS, FOUNDATIONS, CURBS, DRIVEWAYS, OR WHERE SHOWN ON PLANS



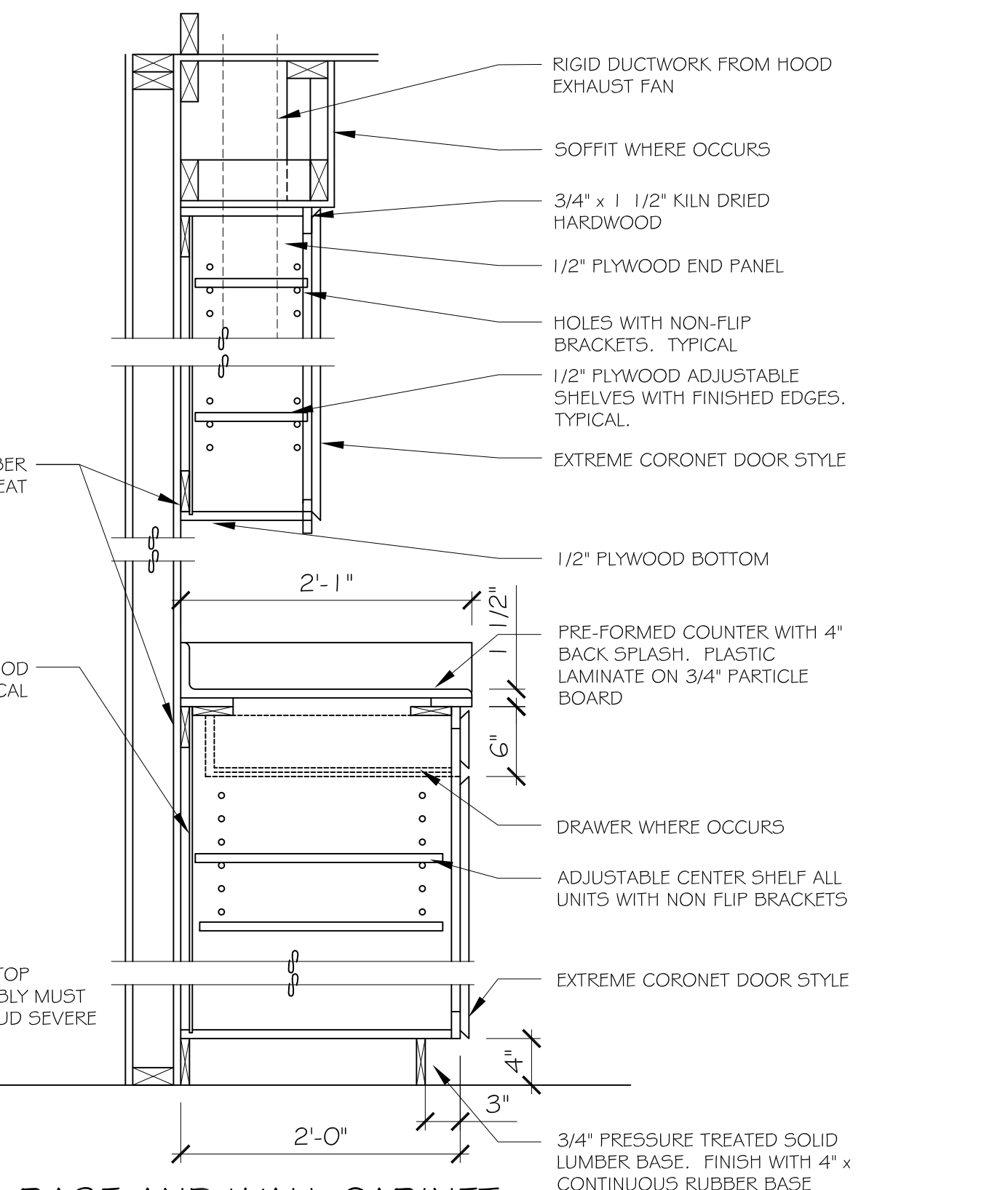
5 BI-PASS DOOR/TRACK SECTION
 SCALE: NTS



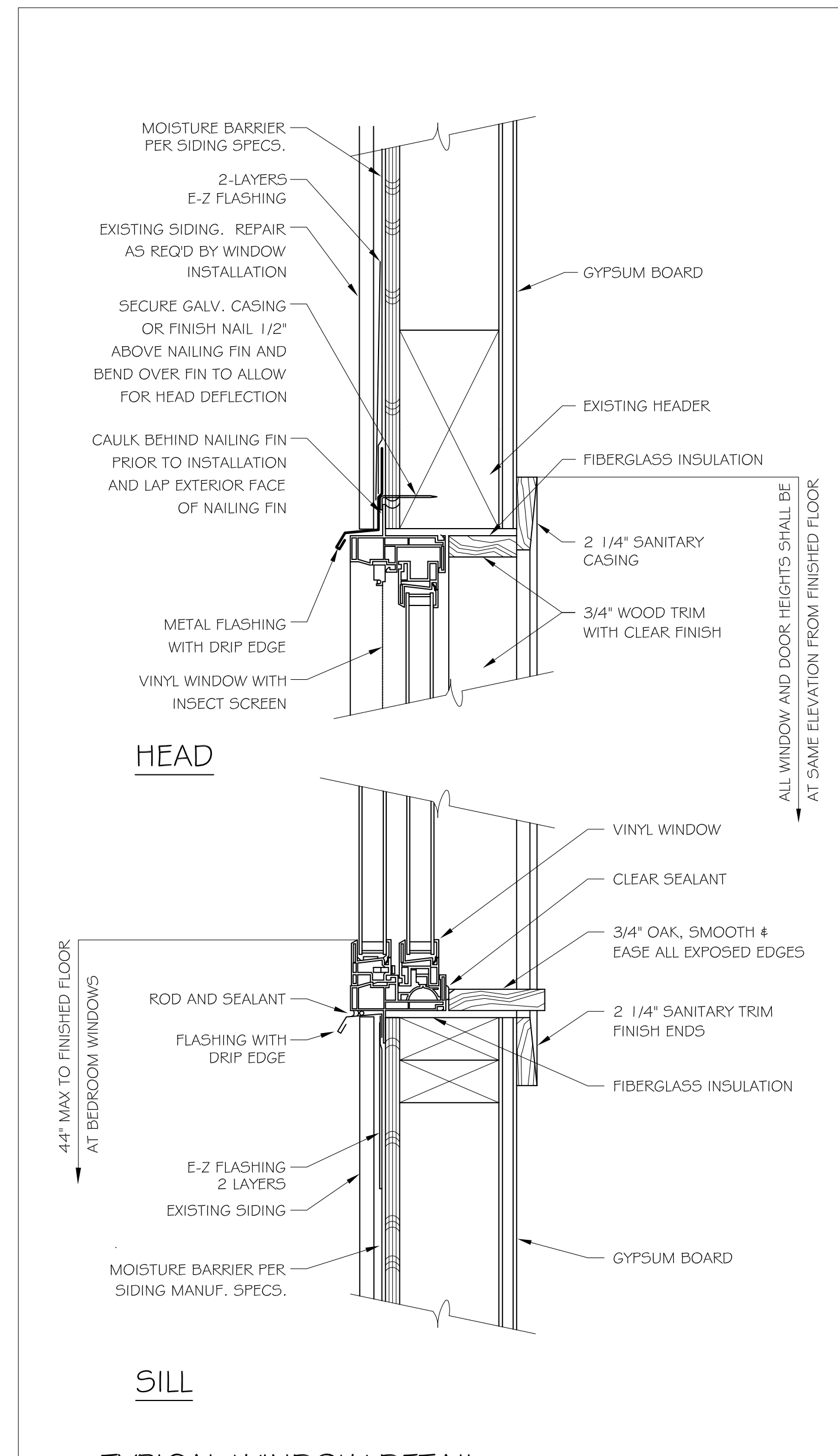
4 TYPICAL DOOR STOP AT DOORS
 SCALE: 1 1/2" = 1'-0"



3 EXHAUST VENT CAP AT BATH AND KITCHEN FANS. TYPICAL
 SCALE: 1" = 1'-0"



2 TYPICAL BASE AND WALL CABINET
 SCALE: 1" = 1'-0"



1 TYPICAL WINDOW DETAIL
 SCALE: 1" = 1'-0"

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