Habitat for Humanity® Portland/Metro East
P.O. Box 11527
1478 NE Killingsworth St.
Portland, Oregon 97211
tel: 503.287.9529 fax: 503.287.4649
CCB #100310
habitatportlandmetro.org

REQUEST FOR PROPOSAL
Siding
Habitat for Humanity Portland / Metro East
1478 NE Killingsworth St. PO Box 11527 Portland OR 97211
Phone: 503-287-9529 Fax: 503-287-4649

PROJECT NAME:	Helensview Heights
PROJECT LOCATION:	Killingsworth Court
PROJECT DESCRIPTION:	8 homes
SCOPE OF WORK:	Second floor siding installation for 8 units, **Optional** first floor siding procurement and installation for 8 units, & **Optional** first and second story window installation for 8 units
DATE OF WORK:	**Begin February 1st, 2017, Complete Summer 2017**
BID DUE DATE:	**4:00 PM Friday, January 6th, 2017**

The following pages must be completed and returned with Proposals

Project Background / Procurement Procedure 1 - 2
Firm Information 2
Exhibit A - Scope of Work / Schedule of Values 3 - 4

Due if Selected

Exhibit B - Contract 5 - 12

INTRODUCTION

Habitat for Humanity Portland/Metro East has developed this Request for Proposal (RFP) to help organizations and contractors bid on specific scopes of work for the construction of Habitat homes.

Since 1981, we have built over 250 homes in the Portland/Metro East service area (Multnomah County and northern Clackamas County). Our commitment to building simple, decent, affordable housing harnesses the good will of over 3,500 volunteers per year. In addition to volunteer labor, Habitat homes require the specialized services of vendors to perform professional work.

Most Habitat builds are multi-family. As a result, our organization and any subcontractors are able to achieve economies of scale in time and labor in undertaking these projects. However, the homes at Helensview will be unique in that they will be single family, in keeping with the established neighborhood aesthetic. Because Habitat is currently building 20-30 homes per year, there are ongoing opportunities for firms that can consistently demonstrate excellent performance.

For more information about Habitat's mission and approach, as well as photographs of completed homes and details on our programs and current builds, go to our web site at http://habitatportlandmetro.org/our-builds/.

PROJECT BACKGROUND

Habitat for Humanity Portland/Metro East is moving forward with the second phase of the Helensview Heights development. This stage of development will consist of 8 sustainably built homes located in the Cully neighborhood. These 8 homes will move us closer to completing this 41 home neighborhood.

The project will be constructed by a mix of volunteer and skilled labor. The first phase of construction at Helensview Heights consists of 11 single family homes and will be completed by January 2017, while the second phase consists of 8 single family homes and will begin in Fall 2016 and be completed in Winter 2017.

Habitat for Humanity is part of a coalition within the Cully neighborhood. Living Cully works to help improve streets, support small businesses, and enhance parks and other community amenities. Habitat's consistent efforts in Cully are stabilizing classrooms and contributing to the larger efforts aimed at making an attractive and high quality neighborhood for families.

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PROCUREMENT PROCEDURE

Habitat solicits bids for the procurement of construction-related supplies and subcontracted services. Habitat makes a good faith effort to include all interested parties in the RFP process. Habitat maintains a list of vendors and solicits RFP responses. In addition, Habitat advertises the availability of RFPs for the construction of Habitat Homes on industry websites and in industry publications. Habitat contacts contractors listed on the OMWESB website, City of Portland site, and other relevant information to contact certified MBE/WBE/ESB/DBE businesses. RFPs are available at http://habitatportlandmetro.org/our-builds/bid-opportunities/ if you do not have electronic access; please contact Habitat for Humanity at 503-287-9529 to review the RFP, plans and specifications for the above described project, including the Helensview supplemental site plans.

This RFP provides the scope of work (EXHIBIT A) and incorporates the permitted plans and specifications as part of the RFP. If there is any conflict between the scope of work in this RFP and the permitted plans and specification, the work described in the permitted plans and specifications shall apply.

Habitat receives in-kind contributions including materials and labor to construct complete homes, which could affect the timeline for construction of the units described in the project description. If Habitat delays the contracted work beyond one year from the date of contract then the contract amounts in this bid shall be increased in direct proportion to the increase in the Consumer Price Index of that year. If the CPI remains flat or decreases, then the contract amount shall remain the same as presented in this request for proposals.

FIRM INFORMATION

Firm's registered name (Corporate, DBA, etc):_____-_____

CCB #:_____ Expires: _____ Federal Tax ID #: _____

Mailing Address: _____

Name of Principal:_____ Title:_____

Office Phone: _____ Cell Phone:_____

Email:_____ Fax: _____

Do you have experience completing Earth Advantage and/or LEED Certified homes?

_____

_____

In response to this RFP, vendors should indicate whether the following apply:

- **Do you employ and low-income, Section 3 residents (People who earn less than 80% of the Area Median Income) ___Yes ___ No**
- **Do you employ and state registered apprentices? ___Yes ___ No**
- **Are you Certified MWESB? Please check all that apply.**

  ___MBE ___WBE ___ESB ___DBE Certification Number_____

Habitat adheres to all applicable federal, state, and local regulations and to the requirements established by our funders. Habitat shall execute a written contract with each vendor that includes contract language as required to meet federal, state, and local regulations including licensing, OSHA safety standards, contract labor hours, liability insurance, clean air, clean water, and other laws and regulations as applicable.

EVALUATION FACTORS FOR AWARD

Selection of a vendor to provide supplies, services and/or construction shall be made by evaluating the following factors:

1. Completeness of the RFP submittal.
2. The Vendor's related experience and past performance.
3. Overall cost of Vendor's proposal.
4. Ability of Vendor to perform within Habitat's timeline.
5. Qualified MWESB Firms/ and or Section 3 Firms

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6. Participation in State Run Apprentice Programs

Habitat for Humanity reserves the right to:

1 Reject any or all offers and discontinue this RFP process without obligation or liability to any potential vendor
2 Accept other than the lowest priced offer, and/or
3 Award more than one contract.

Incomplete proposals will not be considered.

If your firm is selected to provide the services described under this Request for Proposal, proof of bonding and insurance policies must be provided to Habitat prior to the execution of a contract. A draft of the contract document is attached (EXHIBIT B)

EXHIBIT A
Please Complete and Return
SCOPE OF WORK – 2nd floor siding installation, Optional 1st floor siding installation, & Optional 1st & 2nd story window installation on 8 homes

Habitat has contracted to have Enviro-Dri liquid-applied weather resistant barrier installed on the buildings listed above. This product is warrantied by the manufacturer. The siding contractor has no responsibility for the installation of the WRB or the flashing around windows/doors and/or exterior vents, hose bibs, etc.

Materials: Habitat will provide all siding, windows, SPF trim, Batten, metal flashings, and adhesive materials. Contractor is responsible for all remaining materials including, but not limited to all fasteners.

THE CONTRACTOR SHALL:

- Install 5/4" by 4" SPF around second story doors and windows.
- Leave ¼" gap between window flange trim. Fill will backer rod and caulking.
- Install 5/4" by 4" SPF corner trim and caulk all seams. (Trim materials and flexible flashing shall be provided by Habitat. Fasteners shall be provided by contractor.)
- Install all Trim and/or escutcheon blocks around any penetrations such as vents, etc. The contractor shall be responsible to install the siding and the flashing around these features.
- Install metal Flashing behind all siding butt joints per manufacturer's recommendation.
- Install Belly band and metal flashing.
- Install Board and Batt siding on upper level. Board and batt shall be continuous between upper walls and gable ends. (All materials but fasteners provided by Habitat. All fasteners shall be provided by contractor.)
- Install second floor windows. (Windows and flashing provided by Habitat.)

OPTION 2: FIRST STORY SIDING INSTALLATION:

- Provide separate pricing to install first story siding according to scope of work for second story siding (above).

OPTION 2: FIRST AND SECOND STORY WINDOW INSTALLATION:

- Provide separate pricing to install first and second story, standard flush mount windows, provided by Habitat
- The installed Enviro-Dri system will include all window flashing required, provided by Habitat.
- Contractor shall supply all fasteners.

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SCHEDULE OF VALUES:

Building Number	Lot 35	Lot 4	Lot 5	Lot 6	Lot 7	Lot 8	Lot 9	Lot 12	Grand Totals
Model	4bdrm	4bdrm	4bdrm	4bdrm	4bdrm	4bdrm	4bdrm	4bdrm	
Scope of Work	Second Story Siding Only	Second Story Siding Only	Second Story Siding Only	Second Story Siding Only	Second Story Siding Only	Second Story Siding Only	Second Story Siding Only	Second Story Siding Only	
Materials	$	$	$	$	$	$	$	$	$
Labor	$	$	$	$	$	$	$	$	$
Totals (Without Options)	**$**	**$**	**$**	**$**	**$**	**$**	**$**	**$**	**$**
OPTION 1: Install 1st floor siding	$	$	$	$	$	$	$	$	$
OPTION 2: Install 1st & 2nd story windows	$	$	$	$	$	$	$	$	$
Totals (With Options)	**$**	**$**	**$**	**$**	**$**	**$**	**$**	**$**	**$**

Direct all questions, and deliver RFP response to:

Name	Samuel Eckhart – Construction Coordinator
Address	Location: 1478 NE Killingsworth St. Portland, OR 97211 Mailing: PO Box 11527 Portland OR 97211
Phone	(503) 287-9529, ext 27 FAX 503.287.4649
Email	samuel@habitatportlandmetro.org

Email submissions are encouraged, and Habitat will reply upon receipt of an emailed RFP as evidence that the deadline was met. Proposals received at the office either by hard copy, fax, or email after the deadline will not be considered. Incomplete proposals will not be considered.

A complete proposal must include the completion and return of the pages 2 - 4 of this RFP, and schedule of values submitted by the bidder. The contractor should also review, but does not need to submit the Habitat contract to make sure they are capable of following all requirements. Please provide an estimated timeline for completion, and a return of any borrowed sets of plans.

This project involves work in the public right of way. The contractor will need to have a license and insurance for this type of work.

Proposals for subcontracted work can only be accepted from contractors licensed, bonded and insured to work in the State of Oregon.

TOTAL Bid Amount Including Materials and/or Labor:

$_____

"I hereby certify that the bid amount is correct for the scope of work and schedule of values as specified in Exhibit A, above, and in accordance with the permitted plans and specifications for the identified project location."

Signature: _____

Date: _____

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EXHIBIT B

(Only to be returned upon acceptance of bid)

AGREEMENT TO PROVIDE SERVICES

AGREEMENT (the "Agreement") made as of this _____between Habitat for Humanity Portland / Metro East ("Habitat") and _____(the "Contractor/Supplier").

ARTICLE I
SCOPE OF WORK

The Contractor shall execute the entire work set forth in EXHIBIT A included as part of the Request for Proposals and in accordance with City of Gresham design and engineering requirements except to the extent such work is specifically indicated in this Agreement to be the responsibility of others:

The Contractor/Supplier has reviewed the plans and specifications for the Helensview Heights Project

TOTAL PRICE FOR THE ABOVE SCOPE OF WORK: $_____.

Any instance where the scope of work outlined in **EXHIBIT A** and/or in the contractor's submittal included as part of **EXHIBIT A**, differs from the City of Gresham requirements, the contractor shall perform all work in accordance with the design and engineering requirements.

ARTICLE II
DATE OF BEGINNING AND COMPLETION OF WORK

The Contractor shall begin proceed with the work according to the following schedule: work to begin February 1st, 2017 and be completed in Summer 2017. Contractor will also be responsible for Construction Administration services throughout the length of the project. The time periods for completing the work are hereinafter referred to as the "Contract Time."

ARTICLE III
PAYMENT

Habitat shall pay the Contractor for the performance of the Contract work in the total sum of _____ (the "Contract Sum"), subject to such additions and deductions as provided in this Agreement. The Contract Sum will be paid to the Contractor on a "Per Building" basis, upon completion of each building, regardless of number of units in each building.

ARTICLE IV
PROGRESS PAYMENTS

Habitat shall make progress payments on the Contract Sum to the Contractor when a discrete portion work is complete based on the pricing estimates shown in the scope of work. It shall be at the sole discretion of Habitat to determine the percent complete and to calculate the resulting draw amount for each item listed on the schedule of values for progress payments.

Invoices for progress payments must include detailed information about the work completed, what unit(s) the work is for, and whether or not the work was on the private property or in the public right or ways in order to be processed.

At the time of payment, Habitat may, at its discretion, withhold five percent of the payment amount from progress payments. Final payment shall be made and all retainage released when all work has been completed, inspected, and approved & the Contractor has provide lien releases for all work and material provided prior to final payment.

ARTICLE V
DUTIES OF THE CONTRACTOR

(a) Except as otherwise provided in this Agreement, the Contractor shall secure, in a timely manner all licenses and approvals necessary for the Contractor to perform the Contract Work. The contractor may be required to provide documentation of required licenses and approvals.

(b) The Contractor shall perform the Contract Work in a workman like manner and in conformance with all applicable building codes and the permitted plans and specifications. The Contractor shall supervise and direct the Contract Work using the Contractor's best skill and attention. All materials shall be installed in accordance with the manufacturer's specifications. The Contractor shall be solely responsible for and have control over construction means, methods, and techniques, sequences and procedures and for coordinating all portions of the Contract Work unless this Agreement specifically provides otherwise.

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The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit the employment of unfit persons or persons not skilled in the tasks assigned to them. The Contractor shall be responsible to Habitat for the acts and omissions of the Contractor's employees.

(c) Unless otherwise specifically provided in this Agreement or in a Change Order (as such term is defined in Article VII hereof), the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services necessary for the proper execution and completion of the Contract Work.

(d) The Contractor warrants to Habitat that materials and equipment furnished by the Contractor under this Agreement shall be of good quality and new unless otherwise required or permitted by Habitat, and that the Contract Work shall be free from defects not inherent in the quality required or permitted, and that the Contract Work shall conform to the requirements of this Agreement. Contract Work not conforming to the requirements of this Agreement, including substitutions not properly approved and authorized by Habitat, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by Habitat, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment used.

(e) The Contractor shall comply with and give notice required by laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on performance of the Contract Work.

(f) The Contractor shall keep the Project Site and the surrounding area free from the accumulation of waste materials or rubbish caused by operations performed under this Agreement. At the completion of the Contract Work, the Contractor shall remove from and about the Project Site (1) any waste materials or rubbish caused by the operation performed under this Agreement; (2) the Contractor's tools, construction equipment, and machinery; and (3) any surplus materials originally furnished by the Contractor.

(g) The Contractor shall provide Habitat with access to the Project Site and the Contract Work in preparation and progress at any time.

(h) To the fullest extent permitted by law, the Contractor shall indemnify and hold Habitat and its employees and agents harmless from and against claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting from the performance of the Contract Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or the destruction of tangible property (other than the Contract Work itself) including any loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, anyone directly or indirectly employed by the Contractor, or anyone for whose acts the Contractor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. 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 Subsection (h).

(i) In claims against any person or entity indemnified under Subsection (h), above, by an employee of the Contractor or anyone directly or indirectly employed by the Contractor, or anyone for whose acts the Contractor may be liable, the indemnification obligation under Subsection (h), above, shall not be limited by a limitation on the amount or types of damages, compensation or benefits payable by or for the Contractor or anyone else under workers' or workman's' compensation acts, disability benefits acts, or other employee benefit acts.

ARTICLE VI
SUBCONTRACTS

The Contractor shall not subcontract any or all of the Contract Work without the prior written consent of Habitat. The conditions for written consent include the subcontractor's licensing, bonding and proof of insurance and verification that the Subcontractor is qualified to perform the work specified in the subcontract.

ARTICLE VII
CONSTRUCTION BY OWNER OR SEPARATE CONTRACTORS

(a) Habitat reserves the right to perform construction or operations at or about the Project Site with Habitat's own forces, and to award separate contracts in connection with other portions of the work being performed at the Project Site or other construction or operations on the Project Site under conditions of the contract identical or substantially similar to this Agreement, including those portions related to insurance. If the Contractor claims that delay or additional cost is involved because of such action by Habitat, the Contractor shall make such claim in accordance with Article IX of this Agreement.

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(b) The Contractor shall afford Habitat and separate subcontractors reasonable opportunity for the introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contractor.

ARTICLE VIII
CHANGES IN THE WORK

(a) Habitat, without invalidating the Contract, may order changes in the Contract Work consisting of additions, deletions, or modifications, the Contract Sum and the Contract Time being adjusted accordingly. Such changes in the Contract Work shall be authorized by a written change order (the "Change Order"), in the form set forth in Appendix A to this Agreement, signed by Habitat, which Change Order shall be deemed to be a part of this Agreement.

(b) The Contract Sum and the Contract Time shall be changed only by a Change Order.
(c) The cost or credit to Habitat from a change in the Contract Work shall be determined by the mutual agreement of Habitat and the Contractor.

ARTICLE IX
TIME

Time limits stated in this Agreement are of the essence of this Agreement. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Contract Work.

If the Contractor is delayed at any time in progress of the Contract Work by changes in the Contract Work, by labor disputes, fire, unusual delays in deliveries, abnormal adverse weather conditions which could not be reasonably anticipated, unavoidable casualties, or any causes beyond the Contractor's control, or by other causes which may justify delay, then the Contract Time shall be extended by a Change Order for such reasonable time as Habitat and the Contractor may determine.

ARTICLE X
PAYMENTS AND COMPLETION

(a) Payments shall be made as provided in Articles III and IV of the Agreement.

(b) Payments may be withheld on account of (1) defective Contract Work not remedied by the Contractor, (2) claims filed by third parties, (3) failure of the Contractor to make payments for labor, materials, or equipment, (4) reasonable evidence that the Contract Work cannot be completed for the unpaid balance of the Contract Sum, (5) damage suffered by Habitat or another contractor, (6) reasonable evidence that the Contract Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay, or (7) the Contractor's persistent failure to carry out the Contract Work in accordance with this Agreement.

(c) Final payment shall not be due until the Contractor has delivered to Habitat a complete release of all liens arising out of this Agreement or receipts in full covering all labor, materials, and equipment for which a lien could be filed. If such lien remains unsatisfied after payments are made, the Contractor shall refund to Habitat all the money Habitat may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

(d) The making of final payment of the Contract Sum by Habitat shall constitute a waiver of claims by Habitat except those arising from:

1. Liens, claims, security interests, or encumbrances arising out of this Agreement which remain unsettled;
2. The failure of the Contract Work to comply with the requirements of this Agreement;
3. The terms of special warranties required by this Agreement.

Acceptance of final payment of the Contract Sum by the Contractor or a material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by the payee as unsettled at the time final payment is made.

ARTICLE XI
PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of this Agreement. The Contractor shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury, or loss to:

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1. Employees performing the Contract Work and other persons who may be affected thereby;

2. The Contract Work and the materials and equipment to be incorporated therein; and other property at the Project Site or adjacent thereto. The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful change orders of public authorities bearing on safety of persons or property and their protection from damage, injury, or loss. The Contractor shall promptly remedy damage and loss to property at the Project Site caused in whole or in part by the Contractor or anyone directly or indirectly employed by the Contractor, or by anyone for whose acts the Contractor may be liable and for which the Contractor is responsible under this Article XI, except for damage or loss attributable to the acts or omissions of Habitat or by anyone for whose acts Habitat may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Subsection (h) of Article V.

ARTICLE XII
INSURANCE

Contractor shall take out, pay for, and maintain throughout the duration of this Agreement and shall also require any subcontractors to take out, pay for, and maintain the following:

a) General liability insurance for an amount of not less than $1,000,000 per occurrence for bodily injury and $1,000,000 per occurrence for property damage, with an aggregate of not less than $2,000,000.

b) Worker's compensation insurance as required by the laws of the State of Oregon and any other applicable law.

Before beginning the Work, Contractor shall furnish to Habitat certificate or certificates showing the above insurance minimums and including Habitat as additional insured under the scheduled policies. Failure of Habitat to request or receive such certificates shall not relieve Contractor of its obligations under this Agreement. Failure to maintain the required insurance during the course of the work shall be a breach of this Agreement, and Habitat may, at its sole discretion, terminate this Agreement immediately upon such an occurrence.

ARTICLE XIII
CORRECTION OF WORK

a) The Contractor shall promptly correct Contract Work reasonably rejected by Habitat or which fails to conform to the requirements of this Agreement, whether observed before or after the completion of the Contract Work and whether or not fabricated, installed or completed, and shall correct any Contract Work found not to be in accordance with the requirements of this Agreement within one year from the date the Contract Work is completed or by the terms of an applicable special warranty required by this Agreement.

b) Nothing contained in this Article XIII shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under this Agreement. Establishment of the time period of one year as described in Subsection (a), above, relates only to the specific obligations of the Contractor to correct the Contract Work, and has no relationship to the time within which the obligation to comply with this Agreement 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 the Contractor's obligations other than specifically to correct the Work.

ARTICLE XIV
GOVERNING LAW

This Agreement shall be governed by the laws of the State of Oregon.

ARTICLE XV
TERMINATION OF THE CONTRACT

a) Habitat may terminate this Agreement at any time. If Habitat terminates the Agreement for any reason other than as provided in Subsection (c) or (d) herein, the Contractor may recover from Habitat payment for Contract Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead, profit and damages applicable to the Contract Work.

b) If Habitat fails to make payment hereunder for a period of fifteen (15) days after the date a payment is due, the Contractor may, upon seven (7) additional days' written notice to Habitat, terminate this Agreement and recover from Habitat payment for Contract Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead, profit and damages applicable to the

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Contract Work.

c) If the Contractor defaults under this Contract or persistently fails or neglects to carry out the Contract Work in accordance with this Agreement, Habitat, after seven (7) days' written notice to the Contractor, and without prejudice to any other remedy Habitat may have, may make good any deficiencies and may deduct the cost thereof, from the payment then or thereafter due the Contractor. Alternatively, at Habitat's option, Habitat may terminate this Agreement and take possession of the Project Site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Contract Work by whatever method Habitat may deem expedient. If the unpaid balance of the Contract Sum exceeds the cost of finishing the Contract Work, such excess shall be paid to Contractor, but if such costs exceed such unpaid balance, the Contractor shall pay the difference to Habitat.

d) If the Contractor cannot complete the Contract Work for circumstances beyond its reasonable control, then, at Habitat's option, Habitat may terminate this Agreement and take possession of the Project Site and of all materials purchased by Contractor in order to perform the Contract Work and may finish the Contract Work by whatever method Habitat may deem expedient. If the unpaid balance of the Contract Sum exceeds the cost of finishing the Contract Work, such excess shall be paid to Contractor.

e) For purposes of this Agreement, the Contractor will be in "default" if (i) the representations and warranties contained in Article XVI were incorrect as of the date this Agreement is executed; (ii) the Contractor fails to comply with any of the requirements contained in Article XVII or XVIII of the Agreement; (iii) the Contractor fails to perform the Contract Work in accordance with the terms of this Agreement for reasons other than those Specified in Subsections (b) and (d) herein; or (iv) the Contractor fails to comply with any law, order, rule or regulation of any court, governmental or regulatory body applicable to the Contractor.

ARTICLE XVI
LOBBYING AND DEBARMENT

The Contractor hereby represents and warrants that:

a) No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b) If any funds other than federally 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 in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

c) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

d) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

e) The undersigned and its principals (see 24 CFR 24.105(p)):

   i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction (see 24 CFR 24.110) by any Federal department or agency.

   ii. have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

   iii. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in (b) of this certification; and

   iv. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

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v. Here the applicant is unable to certify to any of the statements in this certification, such applicant shall attach an explanation behind this page.

ARTICLE XVII
COMPLIANCE WITH REGULATIONS

a) The Contractor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in the Department of Labor regulations (41 CFR, Part 60). **The contractor must register or be registered for EEO certification with the City of Portland.**

b) The Contractor shall comply with the provisions of the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (23 CFR, Part 3). The Contractor shall not require, by any means, any persons employed in the completion of the Contract Work, to give up any part of the compensation to which he is otherwise entitled.

c) To the extent required by law, the Contractor shall comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CRF, Part 5). To the extent required by law, the Contractor shall compute the wages of every mechanic and laborer on the basis of a standard work day of eight hours and a standard work week of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay of all hours worked in excess of 40 hours in the workweek.

d) The Contractor shall comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, (12 U.S.C. 1701u) (implemented at 24 CFR Part 135) concerning infrastructure improvements funded with Grant Funds hereunder, to the extent that if any state, unit of local government, public housing agency, or other public body, and their respective contractors and subcontractors exceed the applicable thresholds set forth in 24 CFR Part 135.3 of the HUD regulations, then the economic opportunities generated by the HUD financial assistance made available to any such participant and its contracts with contractors/subcontractors shall, to the greatest extent feasible be given to low- and very low-income persons and to businesses that provide economic opportunities for these persons, together with opportunities for training and employment to lower-income residents of the project, and contracts for work in connection with the project be awarded in substantial part to persons residing in the area of the project.

e) The Contractor shall comply with the requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise) by using its best efforts to encourage the use of minority and women's business enterprises in connection with Contract Work.

f) The Contractor shall comply with the regulations governing the Drug-Free Workplace Act of 1988 which is found in 24 CFR 24, subpart F. The Drug-Free Workplace Act of 1988 is located at 41 USC §701 et seq. Specifically, this requires contractors to certify that they will provide a workplace in which the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited.

(g) The Contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible (2 CFR section 200.321).

Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) 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;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

Habitat for Humanity® Portland/Metro East
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ARTICLE XVIII
BOOKS AND RECORDS

Habitat, Habitat for Humanity International, Inc., the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to the Contract Work for the purposes of making audit, examination, excepts, and transcriptions for three years after final payment of the Contractor and all pending matters are closed.

IN WITNESS WHEREOF, this Agreement has been entered into as of the day and year first written above.

HABITAT FOR HUMANITY	CONTRACTOR
Portland Metro / East	
By:_____	By:_____
For Habitat for Humanity Portland / Metro East	for
Title: _____	Title: _____
	Federal Tax ID # _____

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CHANGE ORDER

PROJECT SITE: Helensview Heights

CHANGE ORDER NUMBER: _____

CONTRACTOR (name and address):

DATE: _____

_____

_____

_____

The Agreement dated _____, between the Contractor and Habitat for Humanity Portland Metro / East (the "Agreement") is hereby changed as follows:

_____

_____

_____

_____

Defined terms contained in this Change Order shall have the same meaning set forth for such terms in the Agreement, unless the context clearly requires otherwise.

_____

The original Contract Sum was $_____

Net change by previously authorized Change Orders $_____

The Contract Sum prior to this Change Order was $_____

The Contract Sum will be increased $_____

By this Change Order in the amount of $_____

The new Contract Sum including this Change Order shall be $_____

The Contract Time shall be unchanged.

HABITAT FOR HUMANITY PORTLAND METRO / EAST	CONTRACTOR
By:_____	By:_____
For Habitat for Humanity Portland / Metro East	for: _____
Title: _____	Title: _____