



# St. Vincent de Paul Society of Lane County, Inc.

P.O. Box 24608, Eugene, OR 97402  
www.svdp.us and on Facebook

Phone: 541.687.5820  
Fax: 541.683.9423

## PROPOSALS ARE DUE NO LATER THAN March 31<sup>st</sup>, 2024 at 5 pm

**To:** General Contractors  
**Issue Date:** February 21, 2024  
**From:** Aaron Toney, Special Projects Manager  
St. Vincent de Paul Society of Lane County, Inc.  
**Project:** Oakwood Manor – Exterior Rehabilitation  
**Subject:** General Contractor Request for Proposals

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### 1. Property Owner

St. Vincent de Paul Society of Lane County, Inc. (SVdP) is a nonprofit 501(c)(3) community development corporation based in Eugene, OR and Lane County's largest nonprofit human services agency. Founded in 1953 and incorporated in 1955, SVdP is committed to providing opportunities to assist individuals and families find a path out of poverty and into self-sufficiency through our comprehensive programs including: emergency services, homeless services, job training and opportunities, and affordable housing. SVdP currently owns and manages more than 1,500 units consisting primarily of multifamily housing for low-income families, housing specifically for homeless Veterans and other special needs populations, and manufactured home parks.

### 2. Project Overview

St. Vincent de Paul of Lane County (SVdP) is seeking to procure general contractor services for exterior rehabilitation work on twelve (12) multi-family residential buildings at Oakwood Manor apartments including implementing lead-based paint hazard controls.

#### Project Location

The project will be located at 1665 Oak Patch Road in Eugene, OR, 97402.

#### Project Description

Oakwood Manor was constructed in 1965 as a 72-unit complex that includes thirteen (13), two-story apartment buildings and a community building. Twelve (12) of the thirteen (13) residential buildings are included in the project scope of work. Residential building 10 and the community building are excluded from the project. The exterior rehabilitation includes roof replacement, siding replacement, painting, and drainage improvements. A detailed scope of work is in the next section. See Appendix C for a site drawing of the property including buildings and layout.

#### Project Funding

The City of Eugene is providing a rehabilitation loan to SVdP. Interested firms should be aware that this project is federally funded with a Community Development Block Grant (CDBG) and therefore must comply with specific wage, worker, procurement, and lead-based paint requirements.

#### Federal Funding Requirements

Cost estimates for this project must include residential Davis Bacon wage rates and the selected firm must submit weekly and monthly reporting, certified payroll, and complete reporting forms upon project completion. The City of Eugene may also perform on-site wage interviews at their discretion. See

Appendix D for additional information. The selected firm will also be required to track and report on total hours, to the greatest extent possible, worked by Section 3 workers (low or very low income) for the applicable fiscal year.<sup>1</sup> See Appendix E for additional information.

Cost estimates must also consider and comply with Build America, Buy America Act (BABA), which requires any iron or steel products used in this project are produced in the United States.<sup>2</sup>

A lead-based paint (LBP) inspection and risk assessment resulted in positive findings for the exterior paint on six (6) of the twelve (12) total buildings and soil at the dripline around one (1) building that are included in the rehabilitation scope of work. A summary of the LBP findings is included in Appendix A and Appendix B.<sup>3</sup> Additional information including lead-based paint inspection testing, assessment report, and hazard control plans will be provided to all contractors upon request. **NOTE:** All lead-based paint testing, risk assessment, and hazard control plan are available to contractor teams. To request this information contact, Aaron Toney, Special Projects Manager ([aaron.toney@svdp.us](mailto:aaron.toney@svdp.us)).

The selected contractor will need, at a minimum, a current Oregon Health Authority Renovation, Repair and Painting certification<sup>4</sup> to be considered for this project. And ideally will have experience managing and documenting the requirements detailed in U.S. Department of Housing and Urban Development's *Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing (2012 Edition)*.<sup>5</sup> The selected project team should also include staff or subcontractors with LBP certifications for abatement and clearance testing. A list of firms with these certifications may be found at Oregon Health Authority's website.<sup>6</sup>

### 3. Scope of Work

The scope of work applies to all residential buildings at Oakwood Manor, except building 10 and the community center, unless otherwise noted. See Appendix C for permit drawings and General Notes.

#### ***Siding Replacement (gable ends of buildings only)***

- Replace all existing T111 siding at gable ends with similar material and dimensions.
- Existing gable end vent to remain, remove and prep for reinstallation.
- Repair damage from water intrusion and rot as needed. Note allowances in cost estimate.
- Replace window trim with similar material and dimensions. Slider window to remain.
- Temporarily remove and reinstall existing electrical and HVAC equipment.
- NOTE: Initial asbestos testing was completed for the property and came back negative. As the siding is removed, additional asbestos testing may be required if any suspect materials are identified. SVDP staff will be responsible for contracting for and coordinating additional testing.

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<sup>1</sup> For details visit [Section 3 - HUD Exchange](#).

<sup>2</sup> The project must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver. Additional details online at [Build America, Buy America \(BABA\) | HUD.gov / U.S. Department of Housing and Urban Development \(HUD\)](#).

<sup>3</sup> Full lead-based paint inspection and assessment results are available upon request.

<sup>4</sup> [Oregon Health Authority: Renovation, Repair and Painting \(RRP\) Rule: Lead Poisoning and Exposure to Lead: State of Oregon](#)

<sup>5</sup> HUD's Guidelines are found online at [https://www.hud.gov/program\\_offices/healthy\\_homes/lbp/hudguidelines](https://www.hud.gov/program_offices/healthy_homes/lbp/hudguidelines).

<sup>6</sup> [Certified Lead-based Paint Abatement and Testing Firms](#)

### ***Exterior Painting***

- Prime and paint all exterior wall components at residential buildings to match existing color scheme. Painting to include all siding, doors, trim, balcony half walls, porch posts, gable end vents, junction boxes, lattice, foundation, and soffits.
- Specify paint brand and number of coats as part of the proposal.
- LBP Interim Controls or Abatement\*:
  - Building 6 foundation paint (north side only) is deteriorating and tested positive for lead-based paint. Proposals should include a recommendation and/or alternatives for interim controls or abatement including costs for each option including clean up and any clearance testing required. All control approaches must be designed to follow HUD Lead Safe Housing Rules and abatement must be completed by an OHA certified renovation (for interim controls) or abatement firm.
    - NOTE1: The selected abatement subcontractor will need to prepare an occupant protection plan prior to starting any abatement work.<sup>7</sup> The plan must cover all abatement work recommended in the proposal.
    - NOTE2: All lead-based paint interim control and abatement work should be prioritized and completed early in the project schedule.
- LBP Interim Controls\*:
  - Soffit paint tested positive for lead-based paint at buildings 5, building 6, and building 12. See Appendix B for specific locations and details. Proposals should include a recommendation and/or alternatives for interim controls or abatement including costs for each option. Interim controls are assumed to be the most cost-effective approach for the soffits, but we are open to contractor recommendations for abatement if found to provide long-term cost benefits versus interim controls. All control approaches must be designed to follow HUD Lead Safe Housing Rules and abatement must be completed by an OHA certified renovation (for interim controls) or abatement firm.

### ***Roof and Gutter Replacement***

- Remove one (1) layer of existing roof shingles.
- Replacement with new roof.
  - Repair dry rot as needed. Note allowances in cost estimate.
  - Install new roof, flashing, and permanent roof anchors (as needed). In proposals, specify roofing material, brand and components for the new roof.
  - Reset existing soffits as needed.
    - NOTE: Specific and limited soffit areas tested positive for lead-based paint. The selected contractor will need planning to avoid paint disturbance in the soffit area during construction and follow HUD Lead Safe Housing Rules.
- Remove existing gutters and downspouts and replace with equivalent materials and colors. Repair dry rot as needed. Note allowances in cost estimates.
  - NOTE: Buy America, Build America requirements related to roof, gutter, and downspout components. Aluminum components may be used for this project and are not currently subject to BABA requirements. Similar substitutions may not be available for all other metal products. Note that any products made of iron and steel products used on the project must comply with BABA.

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<sup>7</sup> For details visit [Chapter 8, section on Written Occupant Protection Plan for Abatement Projects](#).

### ***Door and Patio Railing Replacement***

- LBP Abatement\*: Remove exterior unit entry doors and replace on building 2 (7 doors) and building 4 (1 door)<sup>8</sup> to abate known lead-based paint applied on the exterior surface of the doors. Doors may be removed at hinge to replace for lead-based paint abatement purposes, but contractors are encouraged to recommend alternatives that will be simpler and more effective for door replacement. We are seeking the most cost-effective solution that limits tenant disruption to remove this known lead hazard. All LPB abatement work must be designed to follow HUD Lead Safe Housing Rules and abatement must be completed by an OHA certified abatement firm, managed by certified abatement supervisors, and performed by certified abatement workers.
  - NOTE: Door removal and replacement for any single unit will need to be completed within a single working day. Tenant relocation will be required for this task because it is considered LBP abatement and therefore will require cleaning and clearance testing. Contractor teams working with certified abatement subcontractors should develop a replacement plan that minimizes tenant disruption and relocation duration for door replacement, cleaning, and clearance testing. Rapid clearance testing should be planned for in the proposal to allow tenants to return to their units as soon as possible. The doors may be replaced all in one day or separated into phases. Careful planning will be required working in coordination with SVdP's project manager on timing and logistics once a contractor has been selected.
- LBP Abatement\*: Building 9, one (1) first floor patio railing (unit 127) will be removed and replaced. Replacement should match existing design, materials, and paint. Tenant relocation is NOT required for this task, but cleaning and clearance testing is required. Existing railing removal must be designed to follow HUD Lead Safe Housing Rules and abatement must be completed by an OHA certified renovation or abatement firm.

### ***Sump Pump Equipment, Electrical, and Drainage Line Repairs (as needed)***

- The following work is required at Buildings 1, 11, 12, and 13.
  - Replace two (2) sump pumps at four (4) buildings. One pump in the existing sump manhole and one in basement at bottom of stairs. As part of the proposal, specify the model/make for the replacement pump equipment.
  - Replace electrical lines serving new pump equipment.
  - Clean and test existing drainage lines to confirm function and performance.
- Contractor / subcontractors to acquire trade permits and post signage as required.

### ***Additional Site Work***

- LBP Interim Control or Abatement\*: Building 3 dripline tested positive for lead-based paint during a composite sample. Additional testing was performed and identified two areas showing positive for lead although neither location exceeds federal thresholds.<sup>9</sup> See Appendix A for a summary of results. Proposals should include a recommendation and/or alternatives for interim controls or abatement including costs for each option. All control approaches must be designed to follow HUD Lead Safe Housing Rules and abatement must be completed by an OHA certified renovation or abatement firm.

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<sup>8</sup> Building 2 units include 105, 106, 107, 108, 205, 206, and 207. Building 4 unit is 215.

<sup>9</sup> EPA established 400 mg/Kg for lead in bare soils in play areas and 1,200 mg/Kg for non-play areas for federally funded projects.

#### 4. Project Schedule

Task	Date
<b>General Contractor Selection*</b>	
Issue Request for Proposals	February 21, 2024
Site Visit and Project Q&A	February 29, 2024
All Questions Due	March 15, 2024
Responses to questions/addendum (if needed)	March 20, 2024
<b>RFQ Responses due to SVdP by 5 PM</b>	<b>March 31st, 2024</b>
Select General Contractor	Week of April 15, 2024
<i>*Review/selection dates subject to change at SVdP's discretion</i>	
<b>Construction</b>	
Contracting	April 19 – April 30
Notice to Proceed from City of Eugene	May 2024 (Date TBD)
Construction	June 1, 2024 – March 1, 2025

#### Site visit and Project Q&A:

- SVdP Project Management and Maintenance staff will be on site **February 29, 2024 at 10:00 AM** to tour the site and answer questions. Please RSVP.
- After the site visit, additional questions will be answered by email.
- Contact for question and scheduling: [aaron.toneys@svdp.us](mailto:aaron.toneys@svdp.us)

#### 5. Qualifications and Experience

Interested contractors should have demonstrated experience with:

- Large multifamily affordable rental exterior rehabilitation projects with tenants onsite during construction
- Lead-based paint hazard controls and/or abatement following all U.S. Housing and Urban Development Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing.<sup>10</sup>
- Experience using federal funds and following appropriate wage rate determinations (David Bacon), Build America, Buy America procurement requirements, and Section 3 employment practices and reporting.

#### 6. Proposal Evaluation Criteria

Selection of the General Contractor will be made by SVdP staff. Selection will be based on these criteria:

#### Scoring Criteria

Qualifications will be scored based on the following:

25 Points	Experience with similar projects at affordable multifamily housing
20 Points	Cost estimates for rehabilitation construction tasks
20 Points	Capacity and ability to deliver the project within the construction schedule
15 Points	Experience with lead-based paint and proposed control approach
10 Points	Experience with project using federal funding and related reporting
10 Points	References
<b>100 Points</b>	<b>TOTAL</b>

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<sup>10</sup> Guidelines may be found at [The HUD Guidelines for the Evaluation and Control of Lead-based Paint in Housing | HUD.gov / U.S. Department of Housing and Urban Development \(HUD\)](https://www.hud.gov/lead/).

## **7. Submittal**

Proposals should include the following information:

### **Responses need to include:**

1. Description of project team. Highlight certified lead-based certified staff and subcontractors.
2. Summarize similar project experience, provide project examples, and provide references.
3. Detailed cost estimate (schedule of values is preferred format): Cost estimates should note any allowances where there is uncertainty in the scope of work.
4. Proposed schedule for project completion.
5. Recommended approach and/or alternatives for lead-based paint interim controls or abatement for LBP hazards described in Appendix A. Control descriptions and cost estimates for the LBP control/abatement should be presented separately from other costs and provide enough information for SVdP to compare alternatives and select a preferred approach as needed.
6. Provide current lead-based paint certifications for employees assigned to the project and a brief statement of the firm's experience in multifamily rehabilitation with lead-based paint hazards.
7. Include a description of the firm's experience with Davis Bacon wage rates, certified payroll, and federal reporting process.
8. Include a description of the firm's experience with Section 3 of the Housing and Urban Development Act of 1968.
9. Include a description of the firm's experience purchasing to comply with the requirements of Build America, Buy America. Please note that additional project reporting may be required.

### **Questions/Clarifications**

Submit questions or requests for clarifications to [aaron.toneys@svdp.us](mailto:aaron.toneys@svdp.us)

### **Responses due no later than March 31st, 2024, at 5:00 pm.**

Submit your proposal to [aaron.toneys@svdp.us](mailto:aaron.toneys@svdp.us). Late and/or incomplete responses will not be considered.

Appendix A: Summary of lead-based paint positive results

**Contaminated Soil**

Area	mg/g (ppm)	Location
<input type="checkbox"/> None		
<input checked="" type="checkbox"/> Perimeter	<u>2,500</u> mg/kg (ppm) <u>58</u> mg/kg (ppm) <u>110</u> mg/kg (ppm)	Building 3 perimeter composite* Building 3 west-side south** Building 3 north-side east**
<input type="checkbox"/> Play Area	<input type="text"/> mg/g (ppm)	
<input type="checkbox"/> Other	<input type="text"/> mg/g (ppm)	

\*Initial composite sample for building perimeter completed during risk assessment

\*\*Additional testing to isolate location of lead hazard. All other samples came back negative.

**Contaminated Dust**

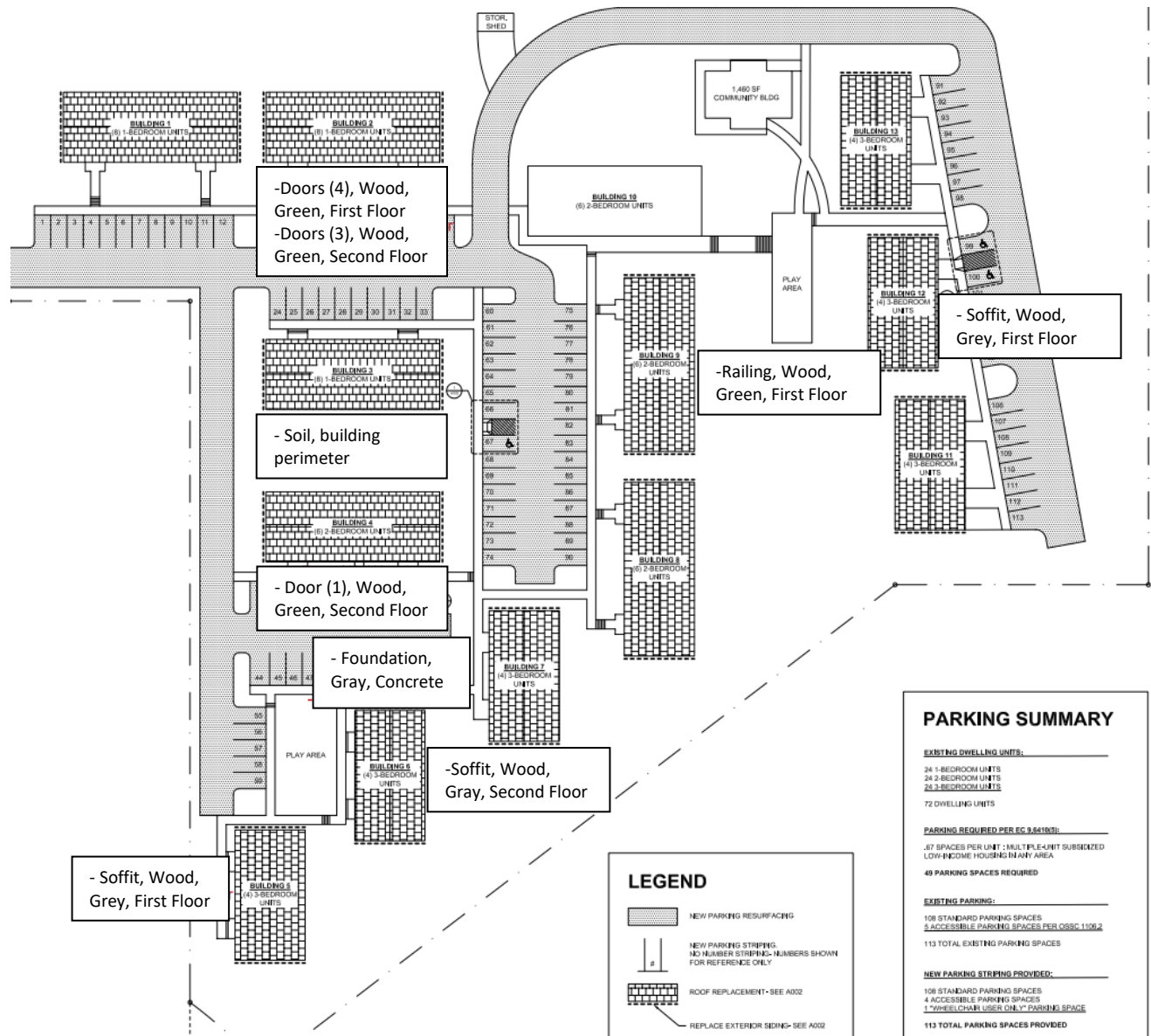
Area	µg/SF	Location
<input checked="" type="checkbox"/> None		
<input type="checkbox"/> Windowsill	<input type="text"/> µg/SF	
<input type="checkbox"/> Floor	<input type="text"/> µg/SF	
<input type="checkbox"/> Other	<input type="text"/> µg/SF	
<input type="checkbox"/> Other	<input type="text"/> µg/SF	

**Other Hazards**

Component	Location	Condition	Friction or Impact Surface?	Lead Content**
1. Entry door	Building 2, 1 <sup>st</sup> floor	Paint is intact.	Friction surface*	<u>1.2</u> mg/cm <sup>2</sup>
2. Entry door	Building 2, 1 <sup>st</sup> floor	Paint is intact.	Friction surface*	<u>1.6</u> mg/cm <sup>2</sup>
3. Entry door	Building 2, 1 <sup>st</sup> floor	Paint is intact.	Friction surface*	<u>2.1</u> mg/cm <sup>2</sup>
4. Entry door	Building 2, 1 <sup>st</sup> floor	Paint is intact.	Friction surface*	<u>2.3</u> mg/cm <sup>2</sup>
5. Entry door	Building 2, 2 <sup>nd</sup> floor	Paint is intact.	Friction surface*	<u>1.5</u> mg/cm <sup>2</sup>
6. Entry door	Building 2, 2 <sup>nd</sup> floor	Paint is intact.	Friction surface*	<u>1.5</u> mg/cm <sup>2</sup>
7. Entry door	Building 2, 2 <sup>nd</sup> floor	Paint is intact.	Friction surface*	<u>1.6</u> mg/cm <sup>2</sup>
8. Entry door	Building 4, 2 <sup>nd</sup> floor	Paint is intact.	Friction surface*	<u>1.1</u> mg/cm <sup>2</sup>
9. Soffit	Building 5, 1 <sup>st</sup> floor, over entry doors, west side	Paint is intact.	No	<u>1.3</u> mg/cm <sup>2</sup>
10. Foundation	Building 6, north side***	Paint is peeling. Barrier installed.	No	<u>2.6</u> mg/cm <sup>2</sup>
11. Soffit	Building 6, east side, roof overhang	Paint is intact.	No	<u>1.5</u> mg/cm <sup>2</sup>
12. Patio railing	Building 9, 1 <sup>st</sup> floor, east side	Paint is intact.	No	<u>1.2</u> mg/cm <sup>2</sup>
13. Soffit	Building 12, 1 <sup>st</sup> floor, over entry doors, east side	Paint is intact.	No	<u>1.1</u> mg/cm <sup>2</sup>

\* Exterior surface of entry doors was tested.

Appendix B: Drawing of location and surface type for LBP positive results.





# SVDP OAKWOOD MANOR APARTMENTS- REHABILITATION

EUGENE, OREGON  
PERMIT SET: NOVEMBER 2023

SHEET NUMBER	SHEET NAME
A001	COVER SHEET, PROJECT INFORMATION & SITE PLAN
A002	BUILDING ELEVATIONS, GABLE END

**OWNER:**  
PA. PETROLEUM PAL SOCIETY OF LANE COUNTY  
2000 N. 10TH AVE.  
EUGENE, OREGON 97401  
**CONTACT: KRISTINA GAGNE**  
1-503-341-1111

**GENERAL CONTRACTOR:**  
BRIAN J. HARRIS  
1000 N. 10TH AVE.  
EUGENE, OREGON 97401  
15 VAN DYKE STREET  
OAK HARBOR, WA 97453  
CHART ME21

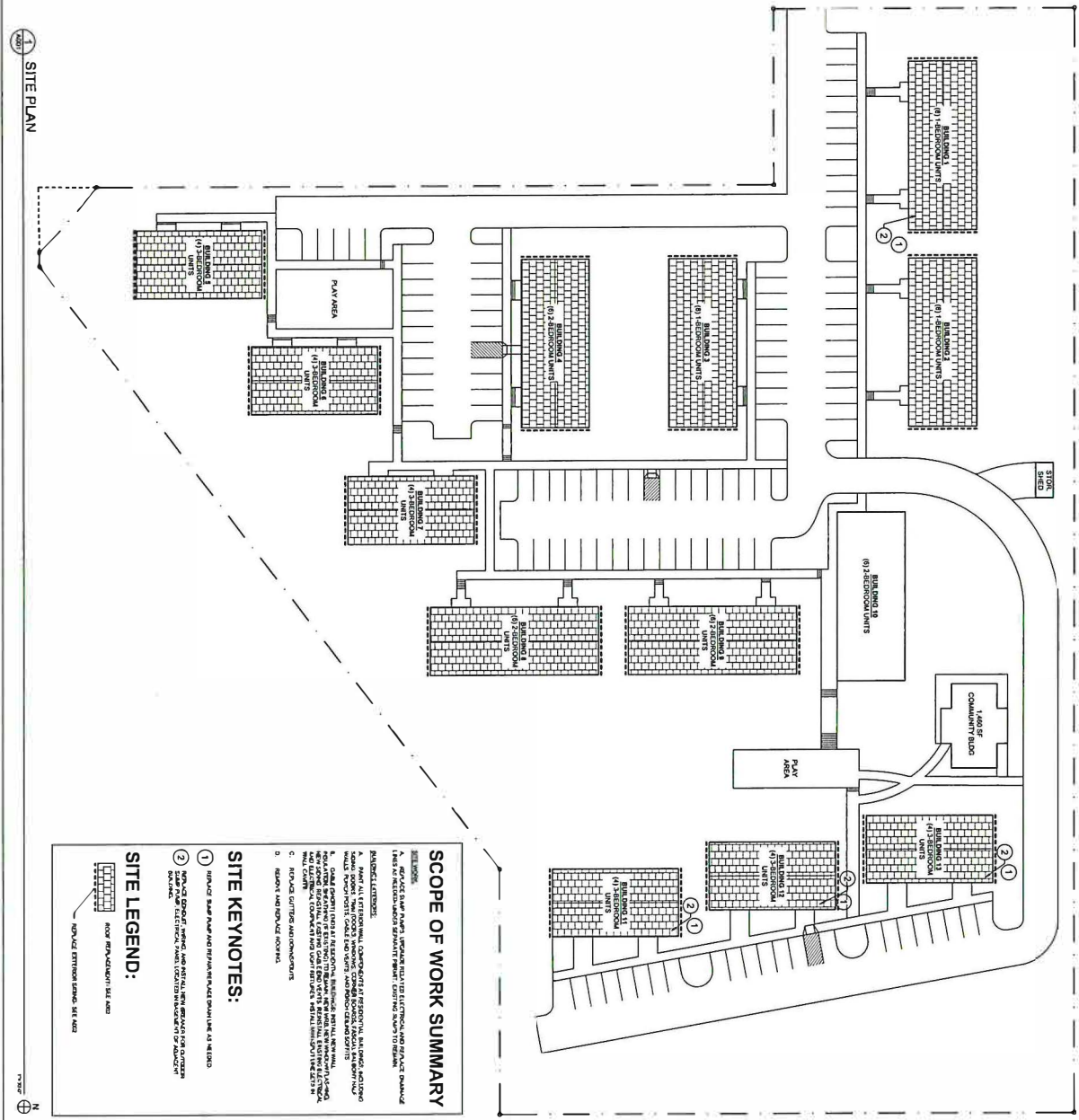
**ADVERTISER:**  
BRIAN J. HARRIS & COMPANY, P.C.  
3000 N. 10TH AVE.  
EUGENE, OR 97401  
1-503-341-1111

**DESIGNER:**  
1000 N. 10TH AVE.  
EUGENE, OR 97401  
1-503-341-1111

**PLANNING ENGINEER/ARCHITECT:**  
KAL PLANNING  
305 E. BERTHOLD RD., STE. 7  
EUGENE, OREGON 97401  
1-503-341-1111

**ENVIRONMENTAL:**

A	AND	E	FIRE EXTINGUISHER	P	PAINTS AND PAINTS
A8	ARCHITECTURAL	E8	FINISH FLOOR ELEVATION	P1	PAINTS AND PAINTS
A9	ARCHITECTURAL	E9	FINISH FLOOR ELEVATION	P2	PAINTS AND PAINTS
A10	ARCHITECTURAL	E10	FINISH FLOOR ELEVATION	P3	PAINTS AND PAINTS
A11	ARCHITECTURAL	E11	FINISH FLOOR ELEVATION	P4	PAINTS AND PAINTS
A12	ARCHITECTURAL	E12	FINISH FLOOR ELEVATION	P5	PAINTS AND PAINTS
A13	ARCHITECTURAL	E13	FINISH FLOOR ELEVATION	P6	PAINTS AND PAINTS
A14	ARCHITECTURAL	E14	FINISH FLOOR ELEVATION	P7	PAINTS AND PAINTS
A15	ARCHITECTURAL	E15	FINISH FLOOR ELEVATION	P8	PAINTS AND PAINTS
A16	ARCHITECTURAL	E16	FINISH FLOOR ELEVATION	P9	PAINTS AND PAINTS
A17	ARCHITECTURAL	E17	FINISH FLOOR ELEVATION	P10	PAINTS AND PAINTS
A18	ARCHITECTURAL	E18	FINISH FLOOR ELEVATION	P11	PAINTS AND PAINTS
A19	ARCHITECTURAL	E19	FINISH FLOOR ELEVATION	P12	PAINTS AND PAINTS
A20	ARCHITECTURAL	E20	FINISH FLOOR ELEVATION	P13	PAINTS AND PAINTS
A21	ARCHITECTURAL	E21	FINISH FLOOR ELEVATION	P14	PAINTS AND PAINTS
A22	ARCHITECTURAL	E22	FINISH FLOOR ELEVATION	P15	PAINTS AND PAINTS
A23	ARCHITECTURAL	E23	FINISH FLOOR ELEVATION	P16	PAINTS AND PAINTS
A24	ARCHITECTURAL	E24	FINISH FLOOR ELEVATION	P17	PAINTS AND PAINTS
A25	ARCHITECTURAL	E25	FINISH FLOOR ELEVATION	P18	PAINTS AND PAINTS
A26	ARCHITECTURAL	E26	FINISH FLOOR ELEVATION	P19	PAINTS AND PAINTS
A27	ARCHITECTURAL	E27	FINISH FLOOR ELEVATION	P20	PAINTS AND PAINTS
A28	ARCHITECTURAL	E28	FINISH FLOOR ELEVATION	P21	PAINTS AND PAINTS
A29	ARCHITECTURAL	E29	FINISH FLOOR ELEVATION	P22	PAINTS AND PAINTS
A30	ARCHITECTURAL	E30	FINISH FLOOR ELEVATION	P23	PAINTS AND PAINTS
A31	ARCHITECTURAL	E31	FINISH FLOOR ELEVATION	P24	PAINTS AND PAINTS
A32	ARCHITECTURAL	E32	FINISH FLOOR ELEVATION	P25	PAINTS AND PAINTS
A33	ARCHITECTURAL	E33	FINISH FLOOR ELEVATION	P26	PAINTS AND PAINTS
A34	ARCHITECTURAL	E34	FINISH FLOOR ELEVATION	P27	PAINTS AND PAINTS
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A49	ARCHITECTURAL	E49	FINISH FLOOR ELEVATION	P42	PAINTS AND PAINTS
A50	ARCHITECTURAL	E50	FINISH FLOOR ELEVATION	P43	PAINTS AND PAINTS
A51	ARCHITECTURAL	E51	FINISH FLOOR ELEVATION	P44	PAINTS AND PAINTS
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A54	ARCHITECTURAL	E54	FINISH FLOOR ELEVATION	P47	PAINTS AND PAINTS
A55	ARCHITECTURAL	E55	FINISH FLOOR ELEVATION	P48	PAINTS AND PAINTS
A56	ARCHITECTURAL	E56	FINISH FLOOR ELEVATION	P49	PAINTS AND PAINTS
A57	ARCHITECTURAL	E57	FINISH FLOOR ELEVATION	P50	PAINTS AND PAINTS
A58	ARCHITECTURAL	E58	FINISH FLOOR ELEVATION	P51	PAINTS AND PAINTS
A59	ARCHITECTURAL	E59	FINISH FLOOR ELEVATION	P52	PAINTS AND PAINTS
A60	ARCHITECTURAL	E60	FINISH FLOOR ELEVATION	P53	PAINTS AND PAINTS
A61	ARCHITECTURAL	E61	FINISH FLOOR ELEVATION	P54	PAINTS AND PAINTS
A62	ARCHITECTURAL	E62	FINISH FLOOR ELEVATION	P55	PAINTS AND PAINTS
A63	ARCHITECTURAL	E63	FINISH FLOOR ELEVATION	P56	PAINTS AND PAINTS
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A65	ARCHITECTURAL	E65	FINISH FLOOR ELEVATION	P58	PAINTS AND PAINTS
A66	ARCHITECTURAL	E66	FINISH FLOOR ELEVATION	P59	PAINTS AND PAINTS
A67	ARCHITECTURAL	E67	FINISH FLOOR ELEVATION	P60	PAINTS AND PAINTS
A68	ARCHITECTURAL	E68	FINISH FLOOR ELEVATION	P61	PAINTS AND PAINTS
A69	ARCHITECTURAL	E69	FINISH FLOOR ELEVATION	P62	PAINTS AND PAINTS
A70	ARCHITECTURAL	E70	FINISH FLOOR ELEVATION	P63	PAINTS AND PAINTS
A71	ARCHITECTURAL	E71	FINISH FLOOR ELEVATION	P64	PAINTS AND PAINTS
A72	ARCHITECTURAL	E72	FINISH FLOOR ELEVATION	P65	PAINTS AND PAINTS
A73	ARCHITECTURAL	E7			

[illegible]

- A. REDUCE SLAP HANDS INVOLVING RELATED ELECTRONIC AND REPLACE CHARGING CABLES WITH A CABLE LOCK
- B. REDUCE SLAP HANDS INVOLVING RELATED ELECTRONIC AND REPLACE CHARGING CABLES WITH A CABLE LOCK
- C. REDUCE SLAP HANDS INVOLVING RELATED ELECTRONIC AND REPLACE CHARGING CABLES WITH A CABLE LOCK
- D. REDUCE SLAP HANDS INVOLVING RELATED ELECTRONIC AND REPLACE CHARGING CABLES WITH A CABLE LOCK

**SITE LEGEND:**

- 1 REPLACE BUILT-UP AND REINFORCED CONCRETE SLAB AND REINFORCING
- 2 REPLACE EXISTING RETAINING WALL AND REINFORCING FOR EXISTING RETAINING WALL. (ELECTRICAL PANEL LOCATED IN BACK OF RETAINING WALL)

REPLACE EXISTING RETAINING WALL AND

REPLACE EXISTING BUILT-UP AND

4x4 grid with an arrow pointing to the bottom-right cell.

Revision Summary	
Revision Number	Revision Date



**BDA**  
Architecture and Planning, PC

1369 Dive Street  
Eugene, OR 97401

bdarch.net  
541.663.8661

**OAKWOOD MANOR REHABILITATION**  
1665 OAK PATCH ROAD  
EUGENE, OREGON 97402  
SAINT VINCENT DE PAUL SOCIETY OF LAKE COUNTY

COVER SHEET PROJECT INFORMATION SITE PLAN	
date	11-10-2023
file	2350
d.b.	MGR
A001	



Appendix D. Davis-Bacon wage rates and reporting.

Superseded General Decision Number: OR20230021

State: Oregon

Construction Type: Residential

Counties: Benton and Lane Counties in Oregon.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none"><li>. Executive Order 14026 generally applies to the contract.</li><li>. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.</li></ul>
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none"><li>. Executive Order 13658 generally applies to the contract.</li><li>. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.</li></ul>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

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

Modification Number	Publication Date
0	01/05/2024
1	01/12/2024

2 01/26/2024  
3 02/02/2024

BROR0001-002 06/01/2020

BENTON (South) AND LANE COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 41.20	22.39

BROR0001-003 06/01/2020

BENTON (NORTH) COUNTY

	Rates	Fringes
BRICKLAYER.....	\$ 41.20	22.39

CARP1503-003 07/01/2022

	Rates	Fringes
Carpenters:		
Multi Unit.....	\$ 34.13	13.81
Single Unit.....	\$ 31.42	13.81

ELEC0280-007 01/01/2024

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

	Rates	Fringes
ELECTRICIAN.....	\$ 39.46	19.36

ELEC0932-009 01/01/2023

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

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

\* ENGI0701-019 01/01/2024

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

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: CRANE: Helicopter Operator, when used in erecting

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

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

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

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

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

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

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

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

Zone Differential (add to Zone 1 rates):

Zone 2 - \$3.00

Zone 3 - \$6.00

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

## INDICATED:

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

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

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

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

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

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

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

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LAB00737-006 06/01/2023

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

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LAB00737-010 06/01/2023

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

## LABORER CLASSIFICATIONS:

GROUP 2: Grade Checker; Pipelayers

GROUP 3: Traffic Flaggers

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PAIN0010-001 07/01/2022

	Rates	Fringes
Painters:		

SPRAY ONLY.....	\$ 30.72	14.04
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PLAS0555-003 06/01/2023

	Rates	Fringes
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CEMENT MASON/CONCRETE FINISHER...	\$ 41.33	19.95
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PLUM0290-004 04/01/2017

	Rates	Fringes
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Plumbers.....	\$ 30.67	27.03
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\* SUOR2009-019 10/16/2009

	Rates	Fringes
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INSULATOR - BATT.....	\$ 18.57	0.00
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LABORER: Common or General.....	\$ 10.08 **	0.00
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LABORER: Mason Tender - Cement/Concrete.....	\$ 26.00	0.00
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PAINTER: Brush Only.....	\$ 12.00 **	0.00
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PAINTER: Roller.....	\$ 12.00 **	0.00
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ROOFER.....	\$ 12.00 **	0.00
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TRUCK DRIVER: Dump Truck.....	\$ 16.78 **	0.00
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TRUCK DRIVER: Water Truck.....	\$ 17.00 **	5.95
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WELDERS - Receive rate prescribed for craft performing  
operation to which welding is incidental.

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

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

on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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

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

#### Union Rate Identifiers

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

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

#### Survey Rate Identifiers

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

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

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate



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

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

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#### WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

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

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

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

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

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

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

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END OF GENERAL DECISION"

*Appendix E: Additional details related to Section 3 workers, programs, and reporting.*

**NOTE:** The following will be included the contract with the selected contractor for this work.

A. Governing law & Definitions:

1. HUD Section 3 is governed by 12 U.S.C. § 1701u and Title 24 C.F.R. Subtitle A part 75 (hereinafter 24 C.F.R. §75.XX); and
2. Definitions for this section are pursuant to 24. C.F.R. §75.5.

B. Compliance; goals; reporting. The \_\_\_\_\_ agrees to comply with and to cause its covered contractors and covered subcontractors to comply with the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u and the regulations at 24 C.F.R. Part 75, the City of Eugene Section 3 Action Plan, and the terms of this contract. The purpose of Section 3 is to ensure that economic opportunities, most importantly employment, generated by certain HUD financial assistance shall be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which the Federal assistance is spent. The 20% Section 3 Worker and 5% Section 3 Targeted Worker goals apply to this contract by the \_\_\_\_\_. The \_\_\_\_\_ agrees to report to the City of Eugene, as requested by City of Eugene, its compliance with these Section 3 requirements on the form(s) supplied by the City of Eugene.

C. [Title 24 C.F.R. Subtitle A part 75 Subpart C §75.19] Requirements. The \_\_\_\_\_ agrees that the following requirements apply to this contract:

1. Employment & Training: Actions to facilitate participation by Section 3 residents.

- a) The \_\_\_\_\_ agrees, to the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, to ensure that employment and training opportunities arising in connection with Section 3 projects are provided to Section 3 workers within the Eugene metropolitan area in which the project is located.
- b) The \_\_\_\_\_ further agrees to, where feasible, afford priority for opportunities and training described in paragraph (a)(i) of this section to:
  - i. Section 3 workers residing within the service area or the neighborhood of the project, and
  - ii. Participants in YouthBuild programs.

2. Contracting: Actions to facilitate participation by Section 3 businesses.

- a) The \_\_\_\_\_ agrees, to the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart to ensure contracts for work awarded in connection with Section 3 projects are provided to business concerns that provide economic opportunities to Section 3 workers residing within the Eugene metropolitan area in which the project is located.
- b) The \_\_\_\_\_ agrees that, where feasible, priority for contracting opportunities described in paragraph (b)(1) of this section should be given to:

- i. Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the project, and
- ii. YouthBuild programs.

c) The \_\_\_\_\_ further acknowledges and agrees to utilize the City of Eugene Section 3 Action Plan to achieve compliance with the requirements of HUD Section 3. The \_\_\_\_\_ also agrees to assist the City of Eugene in compliance as it pertains to this project, in accordance with the Section 3 regulations in 24 C.F.R. §75.

D. [Title 24 C.F.R. Subtitle A part 75 subpart C §75.21] Targeted Section 3 Workers

1. The \_\_\_\_\_ agrees to prioritize and report on efforts to employ and train Targeted Section 3 workers on this project in accordance with the following definitions and acknowledges a 5% goal for inclusion of Targeted Section 3 workers:

a) *Targeted Section 3 worker.* A Targeted Section 3 worker for housing and community development financial assistance means a Section 3 worker who is:

- i. A worker employed by a Section 3 business concern
- ii. A worker who currently fits or when hired fit at least one of the following categories, as documented within the past five years:
  - 1. Living within the service area or the neighborhood of the project, as defined by 24 C.F.R. 75.5; or
  - 2. A YouthBuild participant.

E. [Title 24 C.F. R. Subtitle A part 75 Subpart C §75.25] Reporting. The \_\_\_\_\_ agrees to report to the City of Eugene in a manner consistent with federal regulations outlined at 24 C.F.R. §75.25, and in accordance with documents provided by the City of Eugene pursuant to the City of Eugene's Section 3 Action Plan to demonstrate efforts to satisfy HUD Section 3 Requirements outlined herein and in federal regulations at 24 C.F.R. §75.

F. [Title 24 C.F.R. Subtitle A part 75 Subpart C §75.23] Section 3 Safe Harbor.

- 1. The \_\_\_\_\_ shall certify to the City of Eugene its compliance with HUD Section 3 by certifying on documents provided by the City of Eugene that the \_\_\_\_\_ has followed the prioritization requirements for employment and contracting outlined in Section B of these terms. .
- 2. Upon supplying the certification, the \_\_\_\_\_ shall be deemed to have complied the requirements of HUD Section 3 by meeting or exceeding the benchmarks outlined herein for inclusion of Section 3 workers, as reported on documents provided by the City of Eugene, absent evidence to the contrary.
- 3. [Title 24 C.F.R. Subtitle A part 75 Subpart C §75.25 (b)] If the \_\_\_\_\_ has not met the benchmarks outlined herein, the \_\_\_\_\_ shall report in a form prescribed by HUD on the qualitative nature of its activities and those its contractors and subcontractors pursued. Such qualitative efforts may, for example, include but are not limited to the following:
  - a) Engaged in outreach efforts to generate job applicants who are Targeted Section 3 workers.
  - b) Provided training or apprenticeship opportunities.

- c) Provided technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).
- d) Provided or connected Section 3 workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.
- e) Held one or more job fairs.
- f) Provided or referred Section 3 workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, child care).
- g) Provided assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training.
- h) Assisted Section 3 workers to obtain financial literacy training and/or coaching.
- i) Engaged in outreach efforts to identify and secure bids from Section 3 business concerns.
- j) Provided technical assistance to help Section 3 business concerns understand and bid on contracts.
- k) Divided contracts into smaller jobs to facilitate participation by Section 3 business concerns.
- l) Provided bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.
- m) Promoted use of business registries designed to create opportunities for disadvantaged and small businesses.
- n) Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.

G. Multiple Funding Sources. If this project is subject to Section 3 requirements pursuant to both 24 C.F.R. §75.3(a)(1) and (2), the provisions of 24 C.F.R. §75.29 apply to this project.

H. Record Keeping. The \_\_\_\_\_ agrees to comply with the applicable record keeping requirements pursuant to 24 C.F.R. Subtitle A §75.31.

I. Remedies for default. Upon a failure to comply with any of the requirements described herein, the City of Eugene may elect to enforce the terms of this contract as afforded by law or equity, including, without limitation, termination of the contract.