

**Contract Part A**  
Contractor / Subcontractor Contract Agreement  
Addendum to Contract between Contractor and Subcontractor

Date: \_\_\_\_\_  
Contractor: \_\_\_\_\_  
Project Number: \_\_\_\_\_  
Address: \_\_\_\_\_  
Project Name: \_\_\_\_\_

1. The parties, having executed a contract for: \_\_\_\_\_ in an amount not to exceed \$ \_\_\_\_\_ in the construction of the above-identified project acknowledge and agree that:
  - a. **The Labor Standards provision (HUD 4010)**, Section 3 Clause, and Lobbying Certification are included in the aforesaid contract;
  - b. The applicable Davis-Bacon wage rates are included in aforesaid contract;
  - c. The addendum to the Contract between Contractor and Subcontractor is part of the Contract;
  - d. The attached Fringe Benefit Summary form describes how the required fringe benefit amounts, if any, will be paid by the subcontractor; and
  - e. Correction of any infractions of the aforesaid conditions, including infractions by the subcontractor and any lower tier subcontractors, is a mutual responsibility.
2. The parties certify that:
  - a. As required by 24 Code of Federal Regulations part 24, neither they nor their principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this covered transaction; and
  - b. No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this or a lower tier covered transaction.
3. The subcontractor agrees to obtain and forward to the contractor within ten days after the execution of any subcontract, including those executed by the subcontractors and any lower tier subcontractors copy of said contract containing fully executed items 1. (a), (b), (c) and (d) listed above.
4. The Subcontractor certifies that:
  - a. The legal name is: \_\_\_\_\_  
The legal business address is: \_\_\_\_\_  
Employer I.D. \_\_\_\_\_
  - b. The subcontractor is an independent contractor in compliance with Oregon Revised Statutes Chapter 701.
  - c. The subcontractor is currently registered with the Oregon Construction Contractors Board in a class appropriate for the work to be performed under this subcontract.
  - d. Construction Contractors Board No: \_\_\_\_\_

**Contractor Signature:**

**Subcontractor Signature:**

\_\_\_\_\_  
\_\_\_\_\_  
(Title / Date)

\_\_\_\_\_  
\_\_\_\_\_  
(Title / Date)

Part B

Certificate from Contractor Appointing Officer or Employee to Supervise Payment of Employee

Replaces form PHA-282, which is obsolete form HUD-5282 (8/67)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Project Name \_\_\_\_\_
Location \_\_\_\_\_
Date (mm/dd/yyyy) \_\_\_\_\_
Project Number \_\_\_\_\_

(I) (We) hereby certify that (I am) (we are) (the prime contractor) (a subcontractor) for: \_\_\_\_\_
(specify "General Construction," "Plumbing," "Roofing," et cetera) in connection with construction of the above-mentioned
\_\_\_\_\_ Project, and that (I) (we) have appointed \_\_\_\_\_, whose
signature appears below, to supervise the payment of (my) (our) employees beginning (Date: mm/dd/yyyy)
\_\_\_\_\_; That he/she is in a position to have full knowledge of the facts set forth in the payroll
documents and in the statement of compliance required by the so-called Kick-Back Statue which he/she is to execute with
(my) (our) full authority and approval until such time as (I)(we) submit to the (Name of Local Authority)
\_\_\_\_\_ a new certificate appointing some other person for the purposes hereinabove stated.

\_\_\_\_\_  
(Identifying Signature of Appointee)

Attest (Not Required) \_\_\_\_\_ (Name of Firm or Corporation)
By \_\_\_\_\_
(Signature) \_\_\_\_\_ (Signature) \_\_\_\_\_
\_\_\_\_\_  
(Title) \_\_\_\_\_ (Title) \_\_\_\_\_
\_\_\_\_\_  
(Date) \_\_\_\_\_ (Date) \_\_\_\_\_

Note: This certificate must be execute by an authorized officer of a corporation or by a member of a partnership, and shall be executed prior to and be submitted with the first payroll. Should the appointee be changed, a new certificate must accompany the first payroll for which the new appointee executes a statement of compliance required by the Kick-Back Statue.

**Part C**  
Fringe Benefit Summary Form

Project Name: \_\_\_\_\_  
Project Number: \_\_\_\_\_  
Recipient: \_\_\_\_\_  
Contractor: \_\_\_\_\_

The contractor named above will pay employees on this project fringe benefits required by the applicable David-Bacon wage determination as follows:

- 1. Required fringe benefit amounts will be paid in cash.
- 2. **FUNDED PLAN(S)** (Fringe benefits will be paid into a fund, plan, or program administered by a third party “e.g., union plan, Blue Cross”)

**Name of plan(s)**

\_\_\_\_\_

\_\_\_\_\_

I certify that the employer paid benefit contributions made for the above plan(s) are:

- a. Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and consent is not a condition either for the obtaining of or the continuation of employment,

**Or**

They are provided for in a bona fide collective bargaining agreement between the contractor and representatives of the employees:

- b. No profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or any affiliated person in the form of commission, dividend, or otherwise;
- c. The employer paid benefit contributions shall serve the convenience and interest of the employee;
- d. Contributions to the plans are made at least quarterly;
- e. When the cash paid and per hour contribution for benefits do not equal the total rate set forth in the wage determination, the difference will be paid in cash; and
- f. Employees who are excluded from the plans for any reason will be paid in cash.

- 3. **UNFUNDED PLAN(S)** (Employer paid benefit contributions for fringe benefits will be administered by the contractor “e.g. vacation plan”)

**Name of plan(s)**

\_\_\_\_\_

\_\_\_\_\_

I understand that no Davis-Bacon credit will be given for unfunded plans until approval is obtained from the U.S. Department of Labor. I understand that to obtain approval, I must provide the representative of the CDBG recipient with the following for submission to the U.S. Department of Labor:

- a. Description of the coverage that will be provided to employees including conditions for receiving the benefits; and
- b. Signed authorization from those employees to accept those specific employer-paid contribution amounts. Until approval is obtained, I will pay the employees the fringe benefit amounts in cash.

\_\_\_\_\_  
Contractor / Subcontractor Signature

\_\_\_\_\_  
Date

**Part D**  
Section 3 Clause

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD’s regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers’ representative of the contractor’s commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations in 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor’s obligations under 24 CFR part 135.
- F. Noncompliance with HUD’s regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.

**Part E**  
Certification Regarding Lobbying

The undersigned certifies to the best of their knowledge and belief that:

- A. No Federal 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 Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress 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.

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.

\_\_\_\_\_  
Signed (Contractor)

\_\_\_\_\_  
Title / Firm

\_\_\_\_\_  
Date