PROJECT MANUAL

SPECIFICATIONS + RELATED DOCUMENTS

REQUEST FOR QUOTES NO. 2018-9193

EVANSTON - HOT WATER STORAGE TANK REPLACEMENT

CINCINNATI METROPOLITAN HOUSING AUTHORITY
1627 WESTERN AVE., CINCINNATI, OH 45214

GREGORY D. JOHNSON, MS, PHM, EDEP CHIEF EXECUTIVE OFFICER

WWW.CINTIMHA.COM

TABLE OF CONTENTS

- Instructions 2
- Contractor's Fee Submission Form General Conditions 5
- Proposer's Statement 6
- Wage Determination 8
- Section 3: Contractor Action Plan Submission 10
- Section 3: Hiring / Training Opportunities Strategies 11
- Section 3: Subcontracting Opportunities Strategies 12
- Section 3: Assurance of Compliance Form 13
- Supplemental General Conditions 15
- Small Purchase Contract General Terms and Conditions 28
- HUD 5370 EZ 37
- Wage Determination: Davis Bacon 45

INSTRUCTIONS:

QUOTE DUE DATE:

All quotes must be submitted by no later than, Friday, April 12, 2019 at 10:00 a.m.

WALK THROUGH:

A walk through will be conducted on Tuesday, April 2 at 10:30 a.m. to review the existing conditions.

QUOTE SUBMISSION:

May be submitted via email to RECD@cintimha.com or delivered to:

Cincinnati Metropolitan Housing Authority
1627 Western Ave. ~ Cincinnati, OH 45214
(Quotes placed in bid box must be time stamped)

Quotes will not be opened and reviewed until after the due date and time.

PROJECT DESCRIPTION:

Name: Evanston
Address: 1820 Rutland Ave. Cincinnati OH 45207

SCOPE OF WORK:

The contractor shall replace the existing hot water storage tank, which is an AO Smith 350-gallon. Manufactured in 1998. Rating Plate picture below.

The contractor will be responsible to make all connections (pipe, electric, gas, etc.) and modifications to the unit for a proper installation.

The contractor will be responsible for obtaining all permits and scheduling all inspections.

CMHA will move the dumpster for tank removal and delivery. The contractor is responsible for moving anything else, such as the fence in the maintenance room, in order to complete the work.

No pumps will be replaced during this project.

PHOTOS

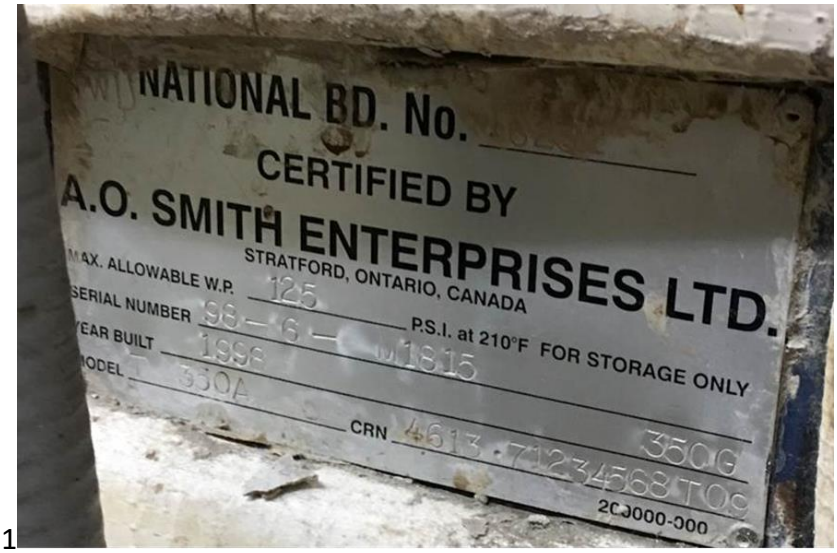

Photo 1

Photo 2

QUOTE FORMAT:

Failure to submit the appropriate forms may jeopardize the proposal/bid up to and including the possibility of said proposal/bid being deemed non-responsive.

The Contractor is responsible to acknowledge any and all addenda issued. Quote forms not displaying an acknowledgement of addenda shall be considered non-responsive.

All quote forms are to be in a sealed envelope. The envelope is to be clearly marked indicating the job being quoted.

All quotes MUST consist of, the following items:

- Completed Fee Submission Form **SIGNED**
- Proposer's Statement **SIGNED**
- Wage Determination **SIGNED**
- Section 3 Contractor Action Plan **SIGNED**
- Section 3 Hiring / Training Opportunities Strategies **SIGNED**
- Section 3 Subcontracting Opportunity Strategies **SIGNED**
- Section 3 Assurance of Compliance Form **SIGNED**
- General Terms and Conditions **INITIALIZED**
- Workers Compensation and Insurance Requirements **INITIALIZED**
- Form HUD 5370-EZ **INITIALIZED**
- As specified in Form HUD 5370-EZ. **INITIALIZED**

QUESTIONS:

Questions or clarifications shall be asked at the Walk through and will be responded in writing.

Anyone claiming to be a Section 3 Business Concern shall be required, as set forth by procedure, to provide evidence of such status. Section 3 Business Concerns claiming Section 3 Preference status must meet that status at the time the bid, quote or proposal is submitted to CMHA.

If you need any assistance or help regarding Section 3, feel free to contact:
Jacquetta Brown
Economic Inclusion Coordinator
(513) 977-5683
Jacquetta.Brown@cintimha.com
Section3@cintimha.com

CONTRACTOR'S FEE SUBMISSION FORM

OFFER'S:
In submitting this proposal, it is understood that the Cincinnati Metropolitan Housing Authority reserves the right to reject any and all quotes.

ADDENDA

Offer's acknowledges receipt of the following Addenda:

Addendum Number: _____ Dated: _____
Addendum Number: _____ Dated: _____
Addendum Number: _____ Dated: _____

CMHA intends to award a purchase order for Solicitation **No. 2018-9193** entitled **EVANSTON: HOT WATER STORAGE REPLACEMENT** complying with the request for quotes and Addenda, if any, provided the Proposer's quote is reasonable and it is in the best interest of CMHA to accept it.

Please note that this document must be fully completed, dated and signed or the proposal will be deemed as nonresponsive. CMHA reserves the right to reject any proposals deemed by CMHA as not minimally responsive.

The proposed fees are all-inclusive of all related costs that the successful proposer will incur to provide the noted services. The Proposer is responsible for providing firm, fixed costs as specified below.

The completion of the form is no guarantee of a contract or the award of any services.

Firm, Fixed Cost $_____
(Figures)

_____ Dollars
(Written Dollar Amount)

NOTE: The Total Quote Amount shall be shown in both words and figures; in case of discrepancy, the amount in words shall govern.

PROPOSER'S STATEMENT

The undersigned proposer hereby states that by completing and submitting this Form and all other documents within this submittal, he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and that if the Authority discovers that any information entered herein to be false, such shall entitle the Authority to not consider or make award or to cancel any award with the undersigned party. Further, by completing and submitting the response, the undersigned is thereby agreeing to abide by all terms and conditions pertaining to this RFq as issued by the Authority, either in hard copy or on the noted Internet System. Upon issuance of a Purchase Order to proposer, CMHA is accepting Contractor's offer contained in the submittal and this Fee Submission. Unless said notice expressly states otherwise, Contract Commencement occurs in accordance with the issue of the Purchase order. Pursuant to all RFq Documents including attachments, this Fee Submission Form, and pursuant to all Documents submitted, the undersigned proposes to supply the Authority with the services described herein for the fee(s) submitted pertaining to this RFq.

_____ _____

Date Phone:

_____

Company:

_____

Address:

_____

City, State, Zip

_____

By: (Signature of Offerer)

_____ _____

By: (Print Name) Title:

_____

Email Address

_____

Fed Tax ID:

INTENTIONALLY LEFT BLANK

WAGE DETERMINATION

1. The Prevailing Wages shall be paid for a legal day's work to laborers, workmen or mechanics engaged in work under this Contract, at the site of the Project, in the trade or occupation listed.

2. The Wage Determinations provided shall be closely monitored by the contractor/bidder/quoter for any modifications until the actual construction work begins locking in the wage determination for the duration of the contract. Wage determinations and modifications can be monitored and obtained at www.wdol.gov. Failure to include the current wage determination will not relieve the contractors of potential wage liabilities.

3. It shall be the Prime Contractor's responsibility to verify the accuracy of the reported wages, including his subcontractors.

4. It shall be the Contractors responsibility to be certain that all the classifications needed to accomplish the contract fall underneath one of the classifications listed on the Wage Determination provided in the scope of work.

5. In the event that a required classification is not listed, a contractor may submit a request for an additional classification. Remember the request is not valid unless the Department of Labor approves it. There will be no justification for an adjustment to a contract price due to an increased wage rate. The contractor should have been aware of any particular skilled trades that were not included in the original wage determination and thus accepted any risk that DOL would "conform" a pay rate higher than what they estimated when they priced their proposal. The contractor is responsible to propose wage/benefit rates that "bear a reasonable relationship" to the other classifications and rates listed on the wage determination.

6. The following pages are the Prevailing Rates of Wages as ascertained by the State or other Agency for this Project.

7. Remember, prompt correction of deficiencies is essential. Failure to correct in a timely manner will be the withholding of payments on your contract until the deficiencies are corrected.

For your convenience listed below is a checklist of items required:

[ ] Appointment of Paymaster

[ ] Equal Employment Opportunity Affirmative Action Policy Statement *(EEOAAPS*)

[ ] Equal Employment Opportunity Compliance Certificate (*EEOCC*)

[ ] Letter of Understanding

[ ] Weekly certified payrolls that include:

[ ] Contractor's Name	[ ] Contractor's Address
[ ] Payroll #	[ ] Week Ending Date
[ ] Project and Location	[ ] Contract or Purchase Order No.
[ ] Name of Employee	[ ] Social Security Number
[ ] Address of Employee	[ ] No. of Exemptions
[ ] Work Classification	[ ] Calendar Days
[ ] Hours Worked	[ ] Total Hours
[ ] Rate of Pay	[ ] Gross Amount Earned

[ ] Taxes or Write 1099 across columns if employee files his own taxes

[ ] Statement of Compliance (*back page of the payroll sheet*)

[ ] One of the boxes checked indicating if fringes benefits are paid in cash or approved program

[ ] Contractor's Signature certifying payroll

[ ] General and Subcontractors form (*if applicable*)

[ ] Employment Utilization Report (*upon completion*)

[ ] Section 3 Form (*if applicable*)

_____ _____

Signature **Date**

<u>Bids may not be accepted if this form is not acknowledged and signed.</u>

SECTION 3 CONTRACTOR ACTION PLAN SUBMISSION

The Section 3 Action Plan is a requirement for contracting opportunities with CMHA. The Section 3 Action Plan must indicate/describe the proposed strategies for achieving the Section 3 training and/or employment goals, and subcontracting numerical goals, when and if **newly created opportunities** are generated upon awarding of contracts. **Failure to submit the Section 3 Action plan may jeopardize the proposal/bid up to and including the possibility of said proposal/bid being deemed non-responsive.**

Please review the Section 3 Action Plan information attached. ***All Sections need to be completed and signed.*** This information will help to assist you in formulating your Section 3 Action Plan. You will need to address each question and check the appropriate boxes in regards to how your company will strive to achieve Section 3 Compliance to the "**greatest extent feasible**".

Please identify individual(s) responsible for planning, implementing and tracking the projects' Section 3 training, employment and/or contracting goals:

By: (Name)

Contact Information: **Title:**

SECTION 3 HIRING/TRAINING OPPORTUNITIES STRATEGIES

Please check any and all efforts from the below mentioned categories that your company will utilize to recruit, solicit, encourage, facilitate and hire Section 3 Residents when new hiring/training opportunities are generated through the awarding of the contract. **Some of the items will be mandatory as indicated with **.**

Your acknowledgement is still needed, so please check accordingly.

The Section 3 Action Plan is subject to audit at anytime during the awarding of the contract through the duration of the contract by the Section 3 Compliance Coordinator.

[ ] ** Commit that when new workers are hired by the company and/or subcontractors as a result of the contract, 30% of those hired will be Section 3 Residents.

[ ] ** Contact the CMHA Section 3 Compliance Coordinator regarding new hiring and training opportunities.

[ ] ** Provide the CMHA Section 3 Compliance Coordinator with a monthly report listing all hiring and training opportunities.

[ ] ** Post notice (placards) at the worksite where the work is being done, indicating any new hiring and training opportunities

[ ] Facilitate or co-facilitate Hiring Halls within close proximity to where the work is being done for Section 3 Residents.

[ ] Contact/Meet with Resident Associations informing them of new training and hiring opportunities.

[ ] Advertise new training and hiring opportunities in community and diversity newspapers/websites.

[ ] Sponsor or participate in job informational meetings or job fairs in the neighborhood or service area of the Section 3 covered project.

[ ] Establish an internal training program (pre-apprenticeship) that is consistent with Dept. of Labor requirements to provide Section 3 Residents with the opportunity to learn skills and job requirements.

[ ] Distribute flyers to CMHA owned sites indicating the number and types of jobs that will be offered with contact information.

[ ] Maintain a file of eligible qualified Section 3 Residents for future employment opportunities.

[ ] Incorporate into contract (after selection of bidders but prior to the execution of contracts), a negotiated provision for a specific number of Section 3 Residents to be trained and/or employed during the contract.

Other:

_____

_____

Note: You are required to the provide opportunities to "the greatest extent feasible" in order to comply with the requirements of Section 3. In the event that you are not able to hire/train and/or contract with Section 3 Residents and/or Section 3 Business Concerns, you will be required to document why you were unable to meet the numerical goals.

Signature: _____ **Date:** _____

SECTION 3 SUBCONTRACTING OPPORTUNITIES STRATEGIES

Please check any and all efforts from the below mentioned categories that your company will utilize to recruit, solicit, encourage, facilitate and hire Section 3 Residents when new hiring/training opportunities are generated through the awarding of the contract. **Some of the items will be mandatory as indicated with **.**

Your acknowledgement is still needed, so please check accordingly.

The Section 3 Action Plan is subject to audit at anytime during the awarding of the contract through the duration of the contract by the Section 3 Compliance Coordinator.

[ ] ** Commit that when subcontracting occurs, 10% of the total dollar amount subcontracted out by the company and/or by subcontractors will go to Section 3 Business Concerns.

[ ] ** Contact the CMHA Section 3 Compliance Coordinator regarding all new subcontracting opportunities.

[ ] ** Provide the CMHA Section 3 Compliance Coordinator with a monthly report listing all subcontracting opportunities.

[ ] Advertise new contracting opportunities in community and diversity newspapers/websites.

[ ] Maintain a file of eligible qualified Section 3 Business Concerns for future contracting opportunities.

Incorporate into contract (after selection of bidders but prior to the execution of contracts), a negotiated provision for a specific amount of work to be contracted with Section 3 Business Concern(s) during the contract.

[ ] Sponsor or participate in minority, women, small business expositions and or conferences in the Cincinnati, Ohio area to network and promote contracting opportunities with Section 3 Business Concerns.

[ ] Outreach to business assistance agencies, minority contracting associations, community organizations, to network and promote contracting opportunities with Section 3 Business Concerns.

[ ] Contact/Meet with Resident Associations informing them of new contracting opportunities.

Outreach to trade/labor organizations to network and promote contracting opportunities with Section 3 Business Concerns.

[ ] Host/Facilitate workshops geared to Section 3 Business concerns on contracting procedures and opportunities.

[ ] Become an active mentor to Section 3 Business Concerns.

Other:

_____

_____

Note: You are required to the provide opportunities to "the greatest extent feasible" in order to comply with the requirements of Section 3. In the event that you are not able to hire/train and/or contract with Section 3 Residents and/or Section 3 Business Concerns, you will be required to document why you were unable to meet the numerical goals.

Signature: _____ **Date:** _____

SECTION 3 ASSURANCE OF COMPLIANCE FORM

Training, Employment, and Contracting Opportunities
for Section 3 Residents and Section 3 Business Concerns

A. The project assisted 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. 170u. Section 3 requires that to the ***greatest extent feasible, newly created opportunities*** that are generated by the awarding of this contract be given to:
   a. Section 3 Residents (30% minimum goal of new hires) upon their qualifications.
   b. Section 3 Business Concerns (10% of total construction subcontracting dollar amount awarded – based upon their qualifications).
   c. Section 3 Business Concerns (3% of total non-construction subcontracting dollar amount awarded- based upon their qualifications).

B. Notwithstanding any other provision of this contract, the applicant shall carry out the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary set forth in 24 CFR Part 135, and all applicable rules and orders of the Secretary issued thereunder prior to the execution of this contract. The requirements of said regulations include but are not limited to development and implementation of a Section 3 Action Plan/Strategy for utilizing Section 3 Business Concerns; the making of a good faith effort, as defined by the regulation, to provide training, employment and business opportunities required by Section 3; and incorporation of the "Section 3 Clause" specified by Section 135.20 (b) of the regulations in all contracts for work in connection with the project. The applicant and recipient agency, certifies and agrees that it is under no contractual or other disability which would prevent it from complying with these requirements.

C. Compliance with the provision of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Secretary issued thereunder prior to approval by the Government of the application of this contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant, its contractors and subcontractors, its successors, and assigns to the sanctions specified by the contract, and to such sanctions as are specified by 24 CFR Section 135.

Signature: _____

Name: _____

Address: _____

Date: _____

GENERAL CONDITIONS:

CONTRACT PERIOD:

60 Calendar Days initiating upon receipt of Purchase Order as establish in the Notice to Proceed (Written verification of the start date) to be issued by CMHA.

LIQUIDATED DAMAGES:

$150.00 per calendar day after the expiration of the contract period.

NOTES:

1. HUD-5370 EZ General Contract Conditions for Small Construction/Development Contracts and Small Purchase Contract General Terms and Conditions are incorporated within this Project Manual.
2. All contracts over $100,000.00 require performance and payment bonds for 100% of the contract price upon award of contract.
3. All work is subject to Prevailing Wage and payrolls must be submitted.
4. The Contractor is responsible to apply, pay for and acquire all necessary permits and inspections unless specifically noted otherwise in the Scope of Work.

SUPPLEMENTAL GENERAL CONDITIONS

1) The following supplements modify, delete from, and/or add to the HUD General Conditions HUD 5370 as follows:
   a) All paragraphs, or portions thereof, which are not specifically modified, deleted, or superseded hereby, remain in full effect.
   b) The General Conditions also may be supplemented elsewhere in the Contract Documents by provisions located in, but not necessarily limited to, Division 1, of the specifications.

2) Add the following paragraphs to Clause 1:
   j) The terms "owner", "owner's representative". "CMHA", or "LHA" mean Cincinnati Metropolitan Housing Authority or its duly authorized representative.
   k) The terms "contractor", "general contractor" or "prime contractor" mean a person, firm or corporation, the holder of a direct contract with the owner for the entire project.
   m) The term "subcontractor" means a person, firm or corporation supplying labor and/or material under separate contract or agreement with the contractor or subcontractor, regardless of tier.
   n) The term "As Selected" means: as selected by Owner, Owner's Representative or the Architect-Engineer.
   o) The term "Provide" means: Furnish and install, complete and ready for intended use. The term "Guarantee & Warranty" are identical in meaning and used interchangeably unless otherwise indicated.
   p) The term "Repair" means that existing materials, devices or equipment should be patched, modified or restored to its original condition. This includes replacement of non-working parts and/or missing parts or components originally installed when new. This definition does not include refinishing or painting. This work must be called out separately or specifically noted.
   q) The term "Clean" means the materials, devices, or equipment are to be cleaned with an appropriate cleaner.
   r) The term "Install" means to provide the labor only, not material; other than fasteners and sealants. The unit or material will be provided by CMHA or others.
   s) The term "Remove" means to remove or take away the indicated material or product. The remaining surface where the removal occurred is to be left clean and smooth and prepared for new materials or finishes.
   t) The terms "Employee" and "Employed" means a person shown on the prime contractor's or subcontractor's payroll for which workmen's compensation and taxes are required to be paid.

3) Add the following to paragraph (b), Clause 2
The following definitions and terms are hereby established:
   (1) "Own organization" - persons employed by the prime contractor with which CMHA has a contract.
   (2) "Work of value equivalent to at least (twelve percent) 12% of the total amount of work to be performed under the contract" - means twelve percent (12%) of the total labor dollar amount of the total prime contract amount as established by payrolls, exclusive of wages and hours expended by supervisory and administrative personnel and owners. Work performed must be performed on the site to be eligible for inclusions in the 12% minimum.
   (3) Penalty for violation of this provision - CMHA will evaluate the payrolls at 50% of completion and at the final. If the contractor is found to be in violation of the 12% requirement at the 50% stage, evidence must be submitted to substantiate the contractor's ability to obtain the 12% by the completion of the work. If satisfactory documentation is not received by CMHA, CMHA reserves the right to reduce payment in an amount equal to the percentage of non-obtained participation of the total labor dollars paid to date. For example, if $10,000 of labor dollars has been accumulated during the first 50% of the work and only $1,000 can be attributed to the prime contractor (10% of total), a shortfall of 2% exists. Therefore, the penalty cost is equal to 2% x $10,000 = $200. This amount may be subtracted from the amount paid the contractor. The same conditions as described above for 50% completion pertain to the final completion of the project. Non-compliance with any portion of this paragraph may result in termination of the contract at the discretion of the CMHA Executive Director.

4) Add the following to paragraph (c), Clause 2:
The PHA has the right to direct the removal of any individual assigned to this contract, including the designated superintendent. The PHA shall have prior approval of any substitution or replacement of the superintendent.

5) Add the following paragraphs to Clause 2:
   (j) The Contractor shall promptly notify the PHA of any ambiguity, inconsistency, or error which they may discover upon examination of the solicitation documents or of the premises and local conditions.
   (k) Work Hours
      (1) Normal work hours are from 8:00 A.M. through 4:40 P.M., Monday through Friday. Contractors will not be permitted to work at other than normal work hours or on

Saturday, Sunday or Federal holidays unless otherwise required in the Statement of Work or as authorized by the Contracting Officer. The following Federal holidays are observed: January 1st, 3rd Monday of January, 3rd Monday of February, last Monday of May, July 4th, 1st Monday of September, 2nd Monday of October, November 11th, 4th Thursday in November, 4th Friday in November (CMHA holiday) and December 25th. When one of the above designated Federal holidays falls on a Sunday, the following Monday will be observed as the Federal holiday. When a Federal holiday falls on a Saturday, the preceding Friday will be observed as the holiday.

(2) If the Contractor, for his convenience, desires to perform during other than normal work days, the contractor shall reimburse CMHA for any additional expense occasioned CMHA thereby, such as, but not limited to, overtime pay for CMHA employees and utilities services.

(l). Time Extensions for Unusually Severe Weather

This provision specifies the procedure for the determination of time extensions for unusually severe weather in accordance with the HUD General Conditions Clause 32 entitled "Default". In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:

(1) The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.

(2) The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the Contractor.

(3) The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The Contractor's progress schedule must reflect these anticipated adverse weather delays in all-weather dependent activities.

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY
WORK DAYS BASED ON (5) DAY WORK WEEK

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
13	10	6	5	4	4	4	4	4	4	6	8

Upon acknowledgement of the notice to proceed (NTP) and continuing throughout the contract, the contractor will record daily, the occurrence of adverse weather and resultant

impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more of the Contractor's scheduled work day. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in the above paragraph, the Contracting Officer will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a modification in accordance with the HUD General Conditions Clause 32 entitled "Default".

6) Add the following to paragraph (a), Clause 6
The Contractor shall, within five calendar days after the "Notice to Proceed", prepare and submit to the Contracting Officer for approval three copies of a practical construction schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring labor, materials, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by a given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments or take other remedies under the contract until the Contractor submits the required schedule. The progress chart must be in a Critical Path Method (CPM) format. The schedule must be clear enough so that when delays occur, the effects on the Critical Path are readily apparent.

7) Add the following to paragraph (a), Clause 9:
In cases of difference between drawings and details, the more detailed drawings or descriptions shall govern.

8) Add the following paragraph b, Clause 12:
CMHA shall apply and pay for the original building permit (where applicable). The contractor is responsible for securing the permit. The contractor shall apply, pay for, and obtain any and all other permits and inspections as required by local laws, ordinances, rules and regulations. This includes but is not limited to, electrical, plumbing, HVAC, gas, telephone, cable and EPA. Any deviation from this clause will be specifically noted in the relevant division(s) of the Technical Specifications.

9) Add the following paragraphs to Clause 13:

(f) The applicable provisions of the "Manual of Accident Prevention In Construction" of the Associated General Contractors of America, Inc. and IC-3 of the Industrial Commission of Ohio, the Department of Labor Occupational Safety and Health Act (OSHA) Act, and all other applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss; and,

(g) The Contractor shall take all precautions necessary to avoid fire and shall comply fully with the requirements of insurance and fire authorities. The Contractor shall maintain and enforce all safety regulations required to secure maximum protection.

(h) The Contractor shall at all times conduct his work as to assure the least possible inconvenience to the residents and the general public. The Contractor shall provide and maintain safeguards, safety devices and protective equipment and take any other needed actions as may be necessary to protect the public and property in connection with the work. The presence of barricades, lights, or other control devices, provided and maintained by any party other than the Contractor, shall not relieve the Contractor of his responsibility.

(i) The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. He shall take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury, or loss to all employees on the work and other persons who may be affected thereby, all the work and all materials or equipment to be incorporated adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, or replacement in the course of construction. The Contractor shall erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for safety and protection. The Contractor shall notify owners of adjacent utilities when prosecution of the work may affect them.

(j) In emergencies affecting the safety of persons or the work or property at the site or adjacent thereto, the Contractor, without special instructions or authorization from the PHA shall act to prevent threatened damage, injury, or loss. Federal Acquisition Regulation (FAR) clause 52.223-03, Hazardous Material Identification and Material Safety Data is hereby incorporated by reference into this contract as if fully re-written herein.

(k) Nothing in this paragraph relieves the contractor or his subcontractors from complying with all safety and health ordinances, regulations and requirements including but not limited to: OSHA, NIOSH, EPA, State Department of Health, 29CFR, Part 1926 and 1910. The contracting officer's right to stop work shall not be construed to mean that he nor

any of the authority's employees have any obligation or liability for enforcing these ordinances or other safety practices.

10) Add the following to paragraph (a), Clause 16:
The Contractor shall maintain all lawns/sites within the area contracted for as described on the site plan. Lawns shall be cut a minimum of once every 10 days from March thru October. The Contractor shall also be responsible for the removal of all rubbish (exclusive of that in trash cans or CMHA dumpsters), debris limbs, leaves, etc., within the area.

11) Add the following to paragraph (f), Clause 27:
(1) Affidavits and releases are required for all payments. As a condition for the payment of any progress payment, the contractor shall have complied with all requirements of the Ohio Mechanic's lien statute and shall have submitted all affidavits and/or waivers and releases in the form specified by the owner.
(2) The contractor shall list any and all material men, suppliers and subcontractors on the affidavit. Separate releases and certificates shall be attached to the master affidavit for any persons or companies to which the contractor is obligated. CMHA is not responsible or liable for the contractor's omissions from the affidavits.
(3) CMHA reserves the right to issue two party checks to obligee and the prime contractor in order to resolve claims. CMHA also reserves the right to require paid-in-full affidavits and releases from all obligees prior to issuing payments when it is in the Authority's best interest to do so.

12) Add the following to paragraph (g), Clause 27:
(g) Stored material on or off the job site will not be taken into consideration in computing progress payments. The PHA will only pay for materials properly installed and in place according to these Specifications.

13) Add the following paragraph to Clause 29:
(k) In the event an equitable agreement cannot be reached between the contractor and CMHA, for additions to the scope of work, the CMHA reserves the right, but shall not be obligated, to obtain quotes from other contractors and to award contracts to others for the execution of the additional work according to paragraph 5 of these conditions. CMHA reserves the right, but shall not be contractor with subs, suppliers, manufacturers and others. This may include written invoices, bills of laden, shipping orders, and affidavits attesting to the costs submitted by the contractor to affect the change.

All Not To Exceed

	Overhead	Profit	Commission
To Contractor on work performed by other than its own forces -	-	-	5%
To first tier subcontractor on work performed by its subcontractor	-	-	5%
To Contractor and/or the subcontractor for that portion of the work performed with their respective forces	5%	10%	-

The remainder of the detail remains as published other than the provision that Part 31 of FAR (48CFR1.31) shall not be used in determining the allowable overhead and the percentage indicated above shall be used.

The Contractor shall submit with any proposal valued over $25,000, when requested by the PHA, a certification that:

1) The claim is made in good faith;
2) Supporting data are accurate and complete to the best of the Contractor's knowledge and belief; and the amount requested accurately reflects the contract adjustment for which the Contractor believes the PHA is liable.
3) Certification of Current Cost or Pricing Data as per FAR 15.804-4.

These certifications shall be signed by a senior company official in charge at the Contractor's location involved; or an officer or general partner of the Contractors having overall responsibility for the conduct of the Contractor's affairs.

The following Federal Acquisition Regulation (FAR) clauses are incorporated by reference and shall apply to this contract and any proposals submitted thereunder;

15.804-04 Certificate of Current Cost or Pricing Data
52.215-22 Price Reduction for Defective Cost or Pricing Data,
52.215-23 Price Reduction for Defective Cost or Pricing Data - Modifications,
52.215-24 Subcontractor Cost or Pricing Data,
52.215-25 Subcontractor Cost or Pricing Data - Modifications
52.230-03 Cost Accounting Standards

14) Add the following subparagraphs to Clause 36:

(d) Workers' compensation shall be required of all contractors and subcontractors regardless of number of employees and/or ownership.

(e) The amount of insurance to be carried by the contractor for Commercial General Liability with a combined single limit for bodily injury and property damage per occurrence will not be less than $500,000.

(f) The amount of insurance to be carried by the contractor for Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage per occurrence will not be less than $1,000,000.

(g) It shall be the responsibility of the contractor to verify with the PHA as to whether the PHA's insurance can be extended to cover the nonstructural additions and/or alterations. The contractor is obligated to provide insurance unless the PHA acknowledges in writing that its policy will be extended.

15) Add the following paragraphs to Clause 37

(f) The Contractor shall not contract with any proposed Subcontractor unless or until such entity has first been approved by the PHA. This approval does not constitute any responsibility of the PHA for the Subcontractor or its performance under this contract. The Contractor shall provide fully executed HUD Previous Participation Certificates, Form HUD - 2530, for each Subcontractor performing work on this contract with the Contractor's written request for approval. The Contractor shall allow a reasonable time for review of its request.

(g) The Contractor shall not permit lower-tier subcontracting without the expressed written approval of the PHA.

The general contractor shall first provide the PHA with written justification of any and all proposed lower-tier sub-contracting and shall demonstrate that any and all such endeavors are cost effective to the PHA.

16) Add the following to paragraphs to Clause 38:

(f) Participation

(1) It is the goal of Cincinnati Metropolitan Housing Authority to achieve 20% MBE, based upon the total contract amount.

Note: This is a goal of CMHA and not a requirement. (See paragraph 5 below)

(2) If MBE will be used the contractor must submit Form Attachment A - Minority Business Enterprise Certificate, which sets forth the minority firms that will participate in the completion of the work.

(3) In the event a contractor requests a waiver of the CMHA's goal for percentage of minority business enterprise participation of this contract, the contractor shall complete and submit to CMHA, MBE forms 1 and 2 or 3 as applicable (see forms) setting forth the efforts the efforts made to achieve such goals. A total of 20% MBE shall be accounted for either on Attachment A or on the MBE Forms 1,2 & 3.

(4) In the event a bidder fails to submit with the bid, Attachment A Minority Business Enterprise Certificate as provided in paragraph 2 above, CMHA will presume the contractor will have no minority business enterprise participation if awarded the contract. If MBE forms 1, 2 and 3 are not submitted as provided in paragraph 3 above, CMHA will presume the contractor has made no effort to secure minority business participation and may deem the bid to be non-responsive.

(5) CMHA will review the extent to which any proposed contractor has made reasonable efforts and taken the affirmative steps outlined in 24 CFR 85.36 (e) (2) in attempting to meet CMHA's goal for MBE participation in contracting. The failure of a proposed contractor to make reasonable efforts or comply with the affirmative steps, when possible, could be grounds for not considering that proposed contractor responsive in accordance with 24 CFR 85.36 (b) (8) and denying contract award. Such action would result not from missing a goal, but non-compliance with the public policy requirement of affirmative action to increase MBE participation.

(g). Definitions

(1) The term "Minority Business Enterprise" or "MBE" means a business enterprise where fifty one percent (51%) or more of the profit and loss financial interest is held by person(s) in one or more of the basic racial and ethnic categories. These persons must have interests that are real and continuing and include proportionate control over management, interest in capital and interest in earnings. For this purpose minorities are of the basic racial and ethnic categories identified below:

a. American Indian or Alaskan Native means a person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

b. Asian or Pacific Islander means a person Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes, for example: China, India, Japan, Korea, the Philippine Islands and Samoa.

c. Black means a person having origins in any of the black racial groups of Africa.

d. Hispanic means a person of Mexican, Puerto Rican, Cuban, Central or South America or other Spanish Culture or origin, regardless of race.

(2) The term "Minority Business Enterprise Joint Venture" means two (2) or more business enterprises that are jointly submitting a Bonafide bid for contracts and/or purchases in which fifty one percent or more of the total profit and loss financial interest is held by one or more minority business enterprise firm(s). These businesses must have interests that are real and continuing and include proportionate control over management, interest in capital and interest in earnings.

(3) The term "Non-minority Business Enterprise Joint Venture" means two (2) or more business enterprises that are jointly submitting a Bonafide bid for contracts and/or purchases in which fifty percent (50%) or less of the profit and loss financial interest is held by one or more minority principal(s).

(4) The term "Minority Principal" means the owner or partial owner of a business enterprise who is included in one or more of the basic racial and ethnic categories identified in Minority Business Enterprise - MBE above.

(5) The term "Stocking Supplier" means a supplier who maintains within it's inventory at least 20% of the materials and supplies to be invoiced for.

(6) The term "Non-stocking Supplier" means a supplier who does not maintain within its inventory at least 20% of the materials and supplies to be invoiced and less than an amount consistent with the average inventory of stocking suppliers within a reasonable market area.

(h) Procedure

In order for bidder or subcontractor(s) to attain the goal of expanding Minority Business Enterprise participation they shall utilize, when necessary, the following affirmative action steps:

(1) Bidder or subcontractor(s) shall send notices of procurement to those on minority contract/vendors mailing lists.

(2) Bidder or subcontractor(s) shall advertise within media that caters to minorities, i.e. journals, periodicals, newspapers, radio, television and other forms.

(3) Bidder or subcontractor(s) shall use the services available through private and public organizations to identify capable minority enterprises.

(4) Bidder or subcontractor(s) shall keep a record of those businesses that responded to a formally advertised solicitation for contract work.

(5) Bidder or subcontractor(s) shall maintain a record of any negotiations with minority businesses.

(6) Bidder or subcontractor(s) shall secure their own list of Minority Business Enterprises; however, the listing maintained by the Cincinnati Metropolitan Housing Authority shall be made available as requested by the bidder or subcontractors.

(i) Percentage Calculation

Percentage of the Minority Business Enterprise (MBE) participation will be determined by the Cincinnati Metropolitan Housing Authority in the following manner. This same procedure shall be used by the contractor in indicating percentages on Attachment A and MBE Forms 1, 2 & 3:

The MBE dollar amount for each subcontract and/or purchasing agreement (suppliers) identified in the bidder's "Minority Business Enterprise Certification" will be calculated as follows:

1) MBE CONSTRUCTION CONTRACTOR/SUBCONTRACTORS will be given credit for all labor, materials related to that labor, reasonable overhead and pro-fit.
   i. MBE STOCKING SUPPLIERS will be credited for the full amount in-voiced to the purchaser.
   ii. MBE NON-STOCKING SUPPLIERS will be credited with 5% of the full amount invoiced to the purchaser.
   iii. MBE JOINT VENTURES will be credited in the same manner as other MBE firms.
   iv. NON-MBE JOINT VENTURES will receive credit for the proportionate share of MBE participation within the joint venture in the same manner as other MBE firms.
2) The MBE dollar amount for all subcontract and/or purchase agreements (suppliers) will be added together.
3) The sum of item 2 above will be divided by the total bid price, and the quotient will be the MBE percentage.

The Cincinnati Metropolitan Housing Authority reserves the right to request satisfactory documentation of ownership and any portion thereof, of any bidder or business enterprise identified on the Minority Business Enterprise Certification. The responsibility of the timely submission of such documentation as may be required by CMHA is the sole responsibility of the bidder.

17) Clause 40 is modified as follows:

HUD Act of 1968, Section 3 has been revised effective August 1, 1994 and is hereby incorporated into this solicitation by reference and it is directly applicable to the contract. With the interest of complying with these regulations to the greatest extent feasible, the following requirements are hereby incorporated into the solicitation.

It is CMHA's goal that, at a minimum, 30 percent of new hires of the total aggregate construction workforce under contracts meeting the minimum financial criteria set forth in these requirements consists of Section 3 residents residing in Hamilton County. Residents who live in public housing will receive first priority for employment within the pool of qualified Section 3 residents. By signing the bid form, the bidder certifies that each entity undertaking a portion of the work to be performed under a particular bid shall take affirmative action in employment opportunities in order to meet CMHA's 30% Section 3 resident participation goal. The bidder further certifies that each entity undertaking a portion of the work to be performed under a particular bid is under no other contractual agreement or other disability that would prevent them from complying with the provisions set forth herein. As a part of the bid the Prime Contractor shall submit a Section 3 Plan for all awards. The plan must document action steps taken and the supporting results, to ensure employment opportunities for Section 3 residents equals 30 percent or more of new hires.

Prior to awarding a subcontract the Prime Contractor shall require a Section 3 Plan from each potential entity undertaking a portion of the work to be performed under the particular bid. The Section 3 Plans must be available for review by CMHA when the proposal is submitted. All reporting and inquiries shall be directed to the attention of the CMHA Section 3 Coordinator.

In order to assist CMHA, Contractors and Subcontractors in demonstrating compliance with these requirements, CMHA's Residents Service Division, will provide its database of Section 3 residents for interviewing purposes. This database includes addresses, skill sets and other relevant data for CMHA's residents that maybe beneficial for the purposes of hiring.

CMHA's Residents Service Department will also schedule "hiring halls", as necessary, at or near the construction location to provide opportunities for the prime contractor, subcontractors and CMHA residents to coordinate interviews. If the database or hiring hall does not provide a sufficient pool of qualified candidates, the Residents Service Division will work to recruit additional candidates. This is a resource offered to the contractors, but they may also choose to recruit new employees independently that would satisfy the Section 3 requirements.

END OF SECTION

INTENTIONALLY LEFT BLANK

SMALL PURCHASE CONTRACT
GENERAL TERMS AND CONDITIONS

1. **INDEMNIFICATION**

Contractor hereby agrees to protect, defend, indemnify and hold harmless CMHA, its officers, employees, agents, and Board of Commissions from and against all losses, liabilities and any and all claims of whatever kind, nature or description which may be asserted or claimed against CMHA indemnities which arise from any act or omission of Contractor, its subcontractors, directors, officers and employees or results from any breach or violation by Contractor, its directors, officers, or employees. Contractor agrees, at its own expense, to pay the full cost thereof, including attorney's fees, if any, incurred by CMHA in defending any claim and shall pay any judgment rendered, with respect to the subject of the indemnity contained herein as well as any allegation of libel, slander, invasion of privacy, any failure to obtain any necessary release, permission or clearance, or any other cause of action or claim arising out of materials and elements provided for by Contractor under this Contract. Contractor will be liable, at all times, for damages or destruction of Contractor's equipment and materials, regardless of how such damage occurs. CMHA will be under no liability to reimburse Contractor for any such loss. If Contractor insures its equipment and material against physical loss of damage, then Contractor agrees to secure, if required in such insurance, a waiver of subrogation in favor of CMHA.

2. INSURANCE REQUIREMENTS

Contractor shall obtain and maintain at all times during the term of this contract, insurance in the following kinds and amounts:

A. Workers' Compensation Insurance as required by state statute and Employer's Liability Insurance covering all of Contractor's employees acting within the course and scope of this Contract.

B. Commercial General Liability Insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:
   1. $1,000,000 each occurrence;
   2. $1,000,000 general aggregate;
   3. $ N/A products and completed operations aggregate; and
   4. $50,000 damage to premises and fire damage; and
   5. $5,000 medical expenses for any one person.

If any aggregate limit is reduced below $1,000,000 because of claims made or paid, the Contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish to CMHA a certificate of insurance showing compliance with this provision.

C. Professional liability and/or "errors and omissions" coverage with minimum limits as follows:
   1. $1,000,000 each occurrence;
   2. $1,000,000 general aggregate.

   If any aggregate limit is reduced below $1,000,000 because of claims made or paid, the Contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish to CMHA a certificate of insurance showing compliance with this provision. This coverage is required for vendors who render observational services to the Authority such as appraisers, inspectors, attorneys, engineers, or consultants.

D. Automobile Liability Insurance with CMHA named as an additional insured with minimum limits as follows:
   1. $1,000,000 combined single limit;
   2. $50,000/$100,000 for vehicles utilized during the contract when not owned by the Contractor;
   3. $5,000 medical pay.

CMHA shall be named as additional insured on the Commercial General Liability Insurance policy. Coverage required of this Contract will be primary over any insurance or self-insurance carried by CMHA.

The Insurance shall contain provisions preventing cancellation or non-renewal without at least 45 days' notice to CMHA and stating that the carrier will waive all rights of recovery, under subrogation or otherwise, against CMHA, its office, agents, employees or Board of Commissioners.

Contractor shall provide certificates evidencing such coverage as required by this Contract to CMHA upon execution of this Contract and annually thereafter evidencing renewals thereof. At any time during the term of this Contract, CMHA may request, in writing, and the Contractor shall thereupon within 10 days supply to CMHA evidence satisfactory of compliance with the provision of this section.

3. GOVERNING LAW

This Contract must be governed and construed exclusively by its terms and by the laws of the

State of Ohio and any suit filed to enforce any term of this Contract shall be filed only in a court of competent jurisdiction in Hamilton County, Ohio.

4. ASSIGNABILITY

The rights and obligations of Contractor are personal and may be performed only by Contractor. Contractor shall not assign any interest rights or obligations under this Contract without prior written consent of CMHA. Any purported assignment that does not comply with this provision is void. This Contract is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns.

5. SEVERABILITY

If any provision of this Contract is determined by a court having jurisdiction to be unenforceable to any extent, the rest of the provisions of this Contract will remain enforceable to the fullest extent permitted by law.

6. FORCE MAJEUR

Neither party shall be liable for failure to perform if such failure is caused by conditions beyond its control including, but not limited to, Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

7. AMENDMENTS/MODIFICATIONS

Any amendments or modifications of this Contract must be made in writing and signed by all Parties.

8. WAIVERS

If either party does not seek compensation for breach or insist upon strict performance of any provision of this Contract, that Party is not prevented from seeking compensation or insisting upon strict performance for a future breach of the same or similar provision.

9. HEADINGS

The headings, titles, and captions in this Contract are inserted for convenience only and are in no way intended to describe, interpret, define, prioritize or limit the scope, extent, or intent of this Contract or any provision herein.

5. NONDISCRIMINATION

During the performance of this Contract, Contractor shall comply with all federal and state nondiscrimination laws, regulations and policies.

Further, Contractor agrees to both of the following:

A. That, in the hiring of employees for the performance of work under the contract or any

subcontract, no contractor or subcontractor, by reason of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Ohio Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the contract relates;

B. That no contractor, subcontractor, or person acting on behalf of any contractor or subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Ohio Revised Code, national origin, or ancestry.

11. PRIVACY

Any Personal information collected, used, or acquired in connection with this Contract shall be protected against unauthorized use, disclosure, modification or loss. Contractor shall ensure that its directors, officers, employees, subcontractors or agents use personal information solely for the purposes of accomplishing the services set forth herein. Contractor agrees not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without express written consent of CMHA or otherwise required by law. Contractor agrees to indemnify and hold harmless CMHA for any damages related to Contractor's unauthorized use of personal information.

12. PUBLICITY

Contractor agrees to submit to CMHA all advertising and publicity related matter relating to this Contract wherein CMHA's name is mentioned or language used from which the connection of CMHA's name may, in CMHA's judgment, be inferred or implied. Contractor shall not publish or use such advertising and publicity matters without prior express written consent of CMHA.

13. CONFLICTS OF INTEREST

The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest with regard to this contract.

The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer.

14. CONTRACTOR'S STATUS

It is understood that the Contractor is an independent contractor and is not to be considered an employee of CMHA, or assume any right, privilege or duties of an employee.

15. LIENS

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

16. WARRANTIES

Contractor warrants that its services and materials provided will be of good quality and consistent with the professional skill and care ordinarily provided by professionals performing the same or similar service and such services and materials shall be provided in accordance with generally accepted industry standards. At all times Contractor shall comply with all applicable federal, state and local laws, rules, regulations, ordinances and codes and obtain any licenses or permits required to provide the services under this Contract.

17. IDENTIFICATION

CMHA may provide ID Badges for all contractors working on CMHA Properties. Employees of the Contractor may be prohibited from entering CMHA property without proper identification.

18. EXECUTIVE REVIEW

This Contract shall be subject to the written approval of CMHA's authorized representative and shall not be binding until so approved.

19. COMPENSATION AND PAYMENT

CMHA will pay Contractor within approximately 30 days of receipt of properly completed invoices or acceptance of deliverable, whichever is later. If a performance standard is not met, the invoice must reflect the appropriate deduction(s). Payment shall be contingent upon review and acceptance of the Contractor's Deliverables by CMHA. CMHA may, in its sole discretion, withhold payments claimed by Contractor for services rendered if Contractor fails to satisfactorily comply with any term or condition of this Contract. Invoices shall be sent to Finance, 1635 Western Ave., Cincinnati, OH 45214 or accounts.payable@cintimha.com.

20. CRIMINAL HISTORY CHECKS AND DRUG SCREENING TESTS

Contractor shall perform criminal history checks and drug screening tests on all prospective employees performing work under this contract and provide summaries of the results to CMHA PO upon request, at the sole expense of the Contractor. Prospective employees whose criminal history check discloses a misdemeanor or felony involving crimes of moral turpitude, sexual assault or harm to persons or property will not be employed to perform work under this contract. Contractor is required to perform drug screening of all employees and to ensure acceptable test results.

21. INVOICE AUDITS

CMHA reserves the right to audit invoices for parts. Contractor shall provide invoices for parts within three (3) days of request by CMHA. Failure to provide invoices may result in withholding of payment for such parts.

22. TRASH DISPOSAL

Contractor shall legally dispose of all litter, trash and debris accumulated as a result of the services under this contract at an offsite location. The use of CMHA dumpsters or trash receptacles is strictly prohibited.

23. SAFETY

Contractor (including any and all contract or subcontract employees, etc. incidental to this contract) is to be cognizant of safety at all times and take necessary safety precautions, so as not to cause harm to any persons or property while performing service or while on site. Extreme care shall be maintained around pedestrians and personal belongings.

24. DAMAGE

Contractor shall repair or replace, at the contractor's expense, any and all items damaged or destroyed due to contractor's negligence.

25. CHANGE IN PERSONNEL

CMHA shall retain the right to demand and receive a change in personnel assigned to the work if CMHA believes that such change is in the best interest of CMHA and the completion of the contracted work.

26. EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS.

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

27. ENERGY EFFICIENCY

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

28. PROCUREMENT OF RECOVERED MATERIALS

A. In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered

materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

B. Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of $10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of $10,000 of the item both under and outside that contract.

29. RIGHTS IN DATA (OWNERSHIP AND PROPRIETARY INTEREST)

CMHA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda, drawings or letters concerning the research and reporting tasks of this Contract. For data other than computer software, the Contractor grants to CMHA and others acting on its behalf, a paid-up, nonexclusive, irrevocable, world-wide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly by or on behalf of CMHA.

Rights in data is clarified by 2 CFR 200.315, Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards (F), and 37 CFR Part 401. Rights in Data refer to data and records which are the products produced under the contract and the only part in which CMHA has ownership rights. CMHA does not have rights in the existing software systems of the contractor.

30. TERMINATION FOR CAUSE AND FOR CONVENIENCE

A. CMHA may terminate this contract in whole, or from time to time in part, for CMHA's convenience, whenever CMHA determines that such termination is in its best interest, or the failure of the Contractor to fulfill the contract obligations (cause/default). CMHA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent to which the performance of the work under this Contract is terminated, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to CMHA all information, reports, papers, and other materials accumulated or generated in performing the contract, whether completed or in process.

B. If the termination is for the convenience of CMHA or when CMHA determined that such

termination is in its best interest, CMHA shall be liable only for payment for services rendered before the effective date of the termination.

C. If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (cause/default), CMHA may (1) require the Contractor to deliver to it, in the manner and to the extent directed by CMHA, any work described in the Notice of Termination including but not limited to all information, reports, papers, and other materials accumulated or generated in performing his contract whether completed or in progress; (2) take over the work and prosecute the same to completion by contract of otherwise, and the Contractor shall be liable for any additional cost incurred by CMHA; and (3) withhold any payments to the Contractor, for the purpose of set-off or partial payment, as the case may be, of amounts owned by CMHA by the Contractor. In the event of termination for cause/default, CMHA shall be liable to the Contractor for reasonable costs incurred by the Contractor before the effective date of the termination. Any dispute shall be decided by the Contracting Officer.

D. If after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of CMHA.

31. PATENT RIGHTS

Both parties hereby agree to comply with HUD Bulletin 90-23, which is the (a) Notice of Assistance Regarding Patent and Copyright Infringement.

32. ORDER OF PRECEDENCE

The term "Contract Documents" shall include the documents listed in this Provision. Each of the Contract Documents is an essential part of the agreement between the Parties, and a requirement occurring in one is as binding as though occurring in all. The Contract Documents are intended to be complementary and to provide for the entire agreement. In the event of any conflict among the Contract Documents, the order of precedence shall be:

A. Applicable Federal and State of Ohio statutes and regulations
B. Form HUD-5370-C General Conditions for Non-Construction Contracts, Section II (With Maintenance Work)
C. This Agreement
D. The Request for Quotations, including all addenda and attachments
E. The Contractor's Fee Submission
F. Contractor's Response subject to any limitations set forth in this Agreement
G. Contractor form of Agreement, if applicable
H. Other Documents incorporated by reference (if applicable)

33. SECTION 3

A. The work to be performed under this contract is subject to the requirements of section 3 of the

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

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

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

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

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

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

G. In the event of a determination by the Executive Director or his/her designee that the Contractor is not in compliance with the section 3 clause or any rule, regulation, or report submission requirements of the CMHA, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further CMHA contracts for a period of one to three years.

END OF SECTION

HUD 5370-EZ

General Contract Conditions for Small Construction/Development Contracts

General Contract Conditions for Small Construction/Development Contracts

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB Approval No. 2577-0157 (exp. 3/31/2020)

Applicability. The following contract clauses are applicable and must be inserted into **small construction/development contracts, greater than $2,000 but not more than $150,000.**

1. Definitions

Terms used in this form are the same as defined in form HUD-5370

2. Prohibition Against Liens

The Contractor is prohibited from placing a lien on the PHA's property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers. The only liens on the PHA's property shall be the Declaration of Trust or other liens approved by HUD.

3. Disputes

(a) Except for disputes arising under the **Labor Standards** clauses, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
(b) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the PHA against the Contractor shall be subject to a written decision by the Contracting Officer.
(c) The Contracting Officer shall, within 30 days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
(d) The Contracting Officer's decision shall be final unless the Contractor (1) appeals in writing to a higher level in the PHA in accordance with the PHA's policy and procedures, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within 30 days after receipt of the Contracting Officer's decision.
(e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

4. Default

(a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with the diligence that will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the Contracting Officer may, by written notice to the Contractor, terminate the right to proceed with the work (or separable part of the work) that has been delayed. In the event, the PHA may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the PHA resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the PHA in completing the work.
(b) The Contractor's right to proceed shall not be terminated or the Contractor charged with damages under this clause if –
  (1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor; and
  (2) The Contractor, within 10 days from the beginning of such delay notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of Fact warrant such action, time for completing the work shall be extended by written modification to the contract. The findings of the Contracting Officer shall be reduced to a written decision which shall be subject to the provisions of the **Disputes** clause of this contract.
(c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligation of the parties will be the same as if the termination had been for convenience of the PHA.

5. Termination for Convenience

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

6. Insurance

(a) Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract:

(1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.

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

(3) Automobile Liability on owned and non -owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than $ _____ [Contracting Officer insert amount] per occurrence.

(b) Before commencing work, the Contractor shall furnish the PHA with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PHA. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started. It need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA's existing fire and extended coverage policy can be endorsed to include such work.

(c) All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer.

7. Contract Modifications

(a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.

(b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which do not change the rights or responsibilities of the parties (e.g., change in the PHA address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

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

8. Changes

(a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes:

(1) In the specifications (including drawings and designs);

(2) In the method or manner of performance of the work;

(3) PHA-furnished facilities, equipment, materials, services, or site; or,

(4) Directing the acceleration in the performance of the work.

(b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances and source of the order and (2) that the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for a adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the PHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause, or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

(f) The Contractor's written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:

(1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor

breakdowns by hours or unit costs (identified with specific work to be performed); Construction equipment exclusively necessary for the change; Costs of preparation and/ or revision to shop drawings resulting from the change; Worker's Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and, Bond Costs - when size of change warrants revision.

(2) Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.

(3) Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change.

The allowability of the direct and indirect costs shall be determined in accordance with the Contract Cost Principles and Procedures for Commercial Firms in Part 31 of the Federal Acquisition Regulation (48 CFR 1-31), as implemented by HUD Handbook 2210.18, in effect on the date of this contract. The Contractor shall not be allowed a profit on the profit received by any subcontractor. Equitable adjustments for deleted work shall include a credit for profit and may include a credit for indirect costs. On proposals covering both increases and decreases in the amount of the contract, the application of indirect costs and profit shall be on the net-change in direct costs for the Contractor or subcontractor performing the work.

(g) The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.

(h) The Contracting Officer shall act on proposals within 30 days after their receipt, or notify the Contractor of the date when such action will be taken.

(i) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled Disputes herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.

(j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

9. Examination and Retention of Contractor's Records

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

10. Rights in Data and Patent Rights (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

11. Energy Efficiency

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

12. Procurement of Recovered Materials

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

(b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of $10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of $10,000 of the item both under and outside that contract.

13. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

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

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

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

qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

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

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

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

14. Labor Standards - Davis-Bacon and Related Acts

(a) Minimum Wages.

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

(2) (i) Any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:

(a) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(b) The classification is utilized in the area by the construction industry; and

(c) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(ii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employee Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

(iii) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

(iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(2)(ii) or (iii) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(3) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(4) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part

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

(b) Withholding of Funds. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working in the construction or development of the project, all or part of the wages required by the contract, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

(c) Payrolls and Basic Records.

(1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working in the construction or development of the project. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)

(ii) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c)(1) of this clause and that such information is correct and complete;

(B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and

(C) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.

(iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(d) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services (OATELS), or with a State Apprenticeship Agency recognized by OATELS, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(e) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

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

(f) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

(g) Compliance with Copeland Act Requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

(h) Contract Termination; Debarment. A breach of the labor standards clauses in this contract may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.

(i) Compliance with Davis-Bacon and related Act Requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

(j) Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.

(k) Certification of Eligibility.

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

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government

contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

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

(l) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

(m) Non-Federal Prevailing Wage Rates. Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under State law to be prevailing, with respect to any employee in any trade or position employed under the contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate exceeds:

(i) the applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141 et seq.) to be prevailing in the locality with respect to such trade;

(ii) an applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the U.S. Department of Labor (DOL) or a DOL-recognized State Apprenticeship Agency; or

(iii) an applicable trainee wage rate based thereon specified in a DOL-certified trainee program.

Wage Determination: Davis Bacon

General Decision Number: OH190010

01/04/2019 OH10 Superseded General

Decision Number: OH20180031 State: Ohio

Construction Type:

Residential County:

Hamilton County in Ohio.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.60 for calendar year 2019 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, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.60 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 calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is

available at www.dol.gov/whd/govcontracts.

Modification Number
Publication Date 01/04/2019

BROH0018-007 06/01/2017

	Rates	Fringes
BRICKLAYER	$ 27.81	13.01

-------- ELEC0212-004 06/04/2018

	Rates	Fringes
ELECTRICIAN	$ 28.39	18.98

-------- ENGI0018-027 05/01/2018

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Bulldozer)	$ 36.02	14.81

-------- ENGI0066-026 06/01/2017

	Rates	Fringes
POWER EQUIPMENT OPERATOR Crane	$ 22.08	19.66

* LABO0265-004 06/01/2018

	Rates	Fringes
LABORER (Mason Tender-Brick)	$ 20.25	16.20

-------- PAIN0707-001 05/01/2018

	Rates	Fringes
PAINTER (Brush and Roller)	$ 23.45	16.16

-------- PLAS0109-006 05/01/2018

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 28.86	17.11

-------- SFOH0669-007 04/01/2017

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers)	$ 36.33	15.84

-------- SHEE0033-016 07/01/2017

	Rates	Fringes
SHEET METAL WORKER (HVAC Duct Installation Only)	$ 19.11	11.67

-------- SUOH2012-009 07/20/2012

	Rates	Fringes
CARPENTER	$ 27.29	0.00
LABORER: Common or General	$ 23.40	0.00
OPERATOR: Backhoe/Excavator	$ 25.25	9.38
OPERATOR: Bobcat/Skid Steer/Skid Loader	$ 29.49	11.16
PLUMBER	$ 20.00	5.52
ROOFER	$ 19.22	0.00

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

==========

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 www.dol.gov/whd/govcontracts.

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) (ii)).

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.

-------- 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 Regional Office for the area in which the survey was conducted because those Regional Offices have 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).

Writ
e 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.

==========

======== END OF GENERAL DECISION

END OF PROJECT MANUAL