

SOLICITATION #: 2020-3005

PROJECT MANUAL

REPLACEMENT OF CHILLER

THE PRESIDENT APARTMENTS
784 GREENWOOD AVENUE - CINCINNATI, OH 45229

OWNED BY



CINCINNATI METROPOLITAN HOUSING AUTHORITY
1627 WESTERN AVENUE - CINCINNATI, OH 45214
GREGORY D. JOHNSON, MS, PHM, EDEP
CHIEF EXECUTIVE OFFICER

THIS PAGE INTENTIONALLY BLANK

TABLE OF CONTENTS

BIDDING INSTRUCTIONS

INVITATION FOR BIDS	1-2
INSTRUCTIONS TO BIDDERS (HUD-5369).....	1-5
CMHA SUPPLEMENTAL INSTRUCTIONS TO BIDDERS	1-4

BIDDING DOCUMENTS (The following documents are required for a complete bid)

BID FORM.....	1-3
BID BOND	1-2
REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENT (HUD 5369-A)	1-4
NON-COLLUSIVE AFFIDAVIT	1 Only
PREVIOUS PARTICIPATION FORM (HUD-2530).....	1-4
DISCLOSURE OF LOBBYING ACTIVITIES.....	1 Only
MBE FORMS:	
MINORITY BUSINESS ENTERPRISE – UNAVAILABILITY CERTIFICATION SUMMARY	1 Only
MINORITY BUSINESS ENTERPRISE – UNAVAILABILITY CERTIFICATION SUMMARY FROM MBE CONTRACTOR	1 Only
MINORITY BUSINESS ENTERPRISE – UNAVAILABILITY CERTIFICATION SUMMARY FOR NONRESPONSIVE MBE CONTRACTOR.....	1 Only
MINORITY BUSINESS ENTERPRISE CERTIFICATIONS - ATTACHMENT A.....	1-2
SECTION 3 FORMS:	
SECTION 3 MINORITY BUSINESS ENTERPRISE (MBE) & WOMEN BUSINESS ENTERPRISE (WBE) PARTICIPATION.....	1 Only
SECTION 3 CONTRACTOR'S MBE/WBE PARTICIPATION REPORT FORM.....	1 Only
SECTION 3 INTRODUCTION LETTER TO PROSPECTIVE BUSINESS VENDOR	1 Only
SECTION 3 ASSURANCE OF COMPLIANCE AND CLAUSE.....	1-2
SECTION 3 CONTRACTOR ACTION PLAN SUBMISSION.....	1-3
SECTION 3 BUSINESS CONCERN CERTIFICATION FOR PREFERENCE	1 Only
SECTION 3 PREFERENCE CATEGORIES: SECTION 3 RESIDENTS.....	1 Only
SECTION 3 PREFERENCE CATEGORIES: BUSINESS CONCERNS.....	1 Only
WAGE DETERMINATION SHEET (Attachment B)	1 Only

CONDITION OF CONTRACT

CONSTRUCTION CONTRACT (GENERAL TERMS AND CONDITIONS)	1-98
FORM OF PERFORMANCE AND PAYMENT BOND	1-2
WAGE DECISION - BUILDING.....	1-5

CONSTRUCTION SPECIFICATION DIVISIONS

DIVISION 3 – CONCRETE

03 30 00 – CAST-IN-PLACE CONCRETE	1-6
---	-----

DRAWING INDEX (DRAWING SIZE: 24X36) – REFERENCE USE ONLY

ARCHITECTURAL

A0.0	COVER SHEET
A1.1	DRAWING INDEX & GENERAL NOTES
A2.1.1	SITE PLAN
A2.3	BASEMENT & 100 DEMOLITION PLANS

MECHANICAL

ME2.1	MECHANICAL ELECTRICAL SITE PLAN
H3.6.....	PARTIAL FLOOR PLAN (HVAC BASEMENT LEVEL PLAN – MECHANICAL ROOM
H4.1	HVAC CENTRAL PIPING AND CONTROL DIAGRAM

H4.3.....	HVAC PIPING DIAGRAM
H5.1.....	HVAC EQUIPMENT SCHEDULES
ELECTRICAL	
E1.2.....	SINGLE LINE DIAGRAM AND LEGEND

**INVITATION FOR BID
SOLICITATION NUMBER 2020-3005**

On **May 27, 2020**, at **10:00 a.m.**, the Cincinnati Metropolitan Housing Authority (CMHA) will receive, open and read aloud all bids on the project heretofore described as:

Project Name: **The President Apartment
784 Greenwood Ave. – Cincinnati, OH 45229
Replacement of Chiller**

Contact: Questions concerning this Invitation for Bid are to be directed in writing to Jamie A. Jamison via email at jamie.jamison@cintimha.com by no later than 4:00 p.m. (local time) on May 15, 2020.

Responses to all questions will be posted as an addendum to the CMHA website at <http://www.cintimha.com/business-opportunities.aspx> no later than May 20, 2020. It is the responsibility of all bidders to monitor the website and review all addenda posted associated with this bid.

Proposals shall be delivered to: Cincinnati Metropolitan Housing Authority
Procurement Officer
1627 Western Ave. - Cincinnati, OH 45214
Solicitation #: 2020-3005
The President Apartment
784 Greenwood Ave. – Cincinnati, OH 45229
Replacement of Chiller

Description: Replacement of Chiller
The President Apartments – 784 Greenwood Ave. – Cincinnati, OH 45229

Each bid must be accompanied by a properly executed Bid Bond, Certified Check, or Cashier's Check on a solvent bank, made payable to CMHA in an amount which shall not be less than ten percent (10%) of the total amount of the Bid at the time of bid submittal.

MBE/EEO: By submitting a properly executed bid, bidder will be deemed committed to the goals of CMHA's requirements regarding its goals, Equal Employment Opportunity/Affirmative Action Policy and Equal Employment Opportunity Compliance/Requirements.

This project is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended. Preference maybe given to Section Contractors registered with CMHA prior to the bid opening.

Bidder may download copies free of charge from the CMHA website (www.cintimha.com) or purchase the project manual and plans from Arc Reprographics, 7157 E. Kemper Road, Cincinnati, OH 45249 for a non-refundable fee. The project manual and plans must be ordered in

Invitation for Bid (IFB)
Solicitation #:2020-3005
The President Apartments
784 Greenwood Ave. – Cincinnati, OH 45229
Replacement of Chiller

advance from Arc Reprographics by calling (513) 326-2300. For a list of plan holders, go to www.e-arc.com. You may review a set of documents at CMHA, 1627 Western Ave., Cincinnati, OH 45214, phone (513) 333-0670, during the hours of 9:00 a.m. – 4:00 p.m., Monday through Friday. Addendum will be posted to the CMHA website.

There will be an optional pre-bid walk through on **May 06, 2020 at 09:30 a.m.** Meet at The President Apartments – 784 Greenwood Ave. – Cincinnati, OH 45229.

CINCINNATI METROPOLITAN HOUSING AUTHORITY
Gregory D. Johnson, MS, PHM, EDEP
Chief Executive Officer

Advertisement Dates: April 28, 2020 and May 05, 2020

SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

These conditions are a supplement to the HUD 5369 Instructions to Bidders and provide information to help clarify articles of that document. Any articles or paragraphs not specifically mentioned shall remain as printed in HUD 5369 without change.

1. Add to Paragraph 1, subparagraph b:
 - i. The bid documents required for the complete bid package shall consist of the following (all shall be signed originals):
 1. Bid Form
 2. Bid Bond
 3. Non Collusive Affidavit
 4. HUD Form 2530
 5. Disclosure of Lobbying Activities
 6. HUD 5369A
 7. MBE Forms
 8. Attachment A - MBE Certification
 9. Section 3 - Assurance of Compliance
 10. Section 3 - Action Plan
 11. Section 3 – Hiring/Training Opportunity Strategies
 12. Section 3 – Subcontracting Opportunity Strategies
 13. Section 3 Preference Categories: Section 3 Residents
 14. Section 3 Preference Categories: Business Concerns
 15. Contract
 16. Wage Decision Form
2. Add to paragraph 2 subparagraph a
 - a. All questions are to be received in writing. Oral questions will not be accepted. Oral clarifications will not be provided.
 - b. Responses to all written questions will be posted as addendum on the CMHA website at www.cintimha.com.
3. Add to paragraph 4 subparagraph b.1.
 - b.1 Bidders shall indicate receipt of addendum on Bid Form. No other acknowledgement is required.
4. Add to paragraph 4, subparagraph a:
 - a. Ability to demonstrate a minimum of 7 years experience as a general contractor, performing work of like scope and material, for the period immediately preceding commencement of this CMHA Project for work of the size and type of this CMHA Project.

CMHA, in its sole and absolute discretion, will consider a request for a waiver of the 7 year experience requirement, if the contractor can establish that it has successfully undertaken and completed such a number of projects of similar scope and complexity in a lesser number of years so as to confer upon that contractor the same or more experience as other bidders have achieved in 7 or

more years of experience.

5. Add to paragraph 5, subparagraph h:

- h. No bid shall be withdrawn for a time period of ninety (90) calendar days from the bid opening. The foregoing limitation upon withdrawal of bids prior to opening shall be subject to the right of withdrawal of a bid made in error as provided by Section 9.31, Ohio Revised Code, to the extent that such statutory provision is applicable.

6. Add to paragraph 9, subparagraphs a and b:

- a. All bid bonds shall be issued by Surety Companies licensed to issue bonds in the State of Ohio and listed in Federal Register Circular #570. The current power of attorney for the person who signs for any surety company shall be attached to such bid bond.
- b. The CMHA will have the right to retain the bid security of bidders to whom an award is being considered until either (a) the contract has been executed and bonds, if required, have been executed, (b) the specified time has elapsed so that bids may be withdrawn, or (c) all bids have been rejected.

7. Add paragraph 13. Minority Business Enterprise:

It is the goal of CMHA to obtain 20 percent minority business participation on this project. The Bidder is required to submit Attachment A, MBE Certification and MBE Forms 1, 2 & 3 as required by CMHA Supplemental General Conditions.

8. Add paragraph 14. Lead Based Paint:

Any contractor awarded a contract for modernization shall comply with 24 CFR (Code of Federal Regulations) Part 35 prohibiting the use of lead based paint.

9. Add paragraph 15. Sales Tax Exemption:

The contractor shall take whatever steps required by law to relieve the owner from payment of excise tax and Ohio sales tax on materials, specialties and equipment for contractor to take any part of such action shall constitute the responsibility of the contractor to make such tax payments as within the scope of this contract. The owner is tax exempt, and upon request will provide a statement to that effect.

10. Add paragraph 16. Liquidated Damages

This project has liquidated damages, as specified in Clause 33 of HUD General Conditions in this contract, which may be charged against contractors who do not complete work on time.

11. Add paragraph 17. Pre-Bid Conference

A pre-bid conference for all prospective contractors will be held as indicated on the Invitation of Bids. Questions will not be received or answered at the pre-bid conference. All questions are to be submitted in writing and responses will be posted as addendum to

the CMHA website at www.cintimha.com.

Before presenting a bid, the contractor is advised to have visited the site and be thoroughly familiar with the scope of work and the conditions under which it will be executed. Failure to do so will not release contractor of his obligation to furnish all material and labor necessary to carry out all provisions of the contract.

12. Add paragraph 18. Definitions

Addenda are written or graphic instruments issued by the CMHA prior to the execution of the Contract, which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.

A Bid is a complete and properly signed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be in Alternate Bids.

An Alternate Bid or Alternate is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted. Any alternates accepted by the owner shall be accepted in the order in which they are listed in the form of Bid.

A Unit Price is an amount stated in the Bid as a price per unit of measure for materials, equipment or services or a portion of the Work as described in the Bidding Documents, and to be utilized at CMHA's sole discretion.

13. Add paragraph 19. Form and Style of Bids

- a). Bids shall be submitted on the form included in the Bidding Documents.
- b). All blanks on the Bid Form shall be filled in by typewriter or manually in ink.
- c). Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the amount written in words shall govern.
- d). The signer of the Bid must initial interlineations, alterations and erasures.
- e). All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change."
- f). Each copy of the Bid shall include the legal name of the Bidder and a statement that the Bidder is a sole proprietor, partnership, corporation or other legal entity. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.

THIS PAGE INTENTIONALLY BLANK

BID BOND

KNOWN ALL MEN BY THESE PRESENTS, that we:

(Insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principle, and:

(Insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of:

_____ as Surety, hereinafter called the

Surety, are held and firmly bound unto:

(Insert full name and address or legal title of Owner)

hereinafter called the Obligee, in the sum of:

_____ DOLLARS

(In Words)

\$ _____

for payment of which sum, well and truly to be made, we hereby jointly bind ourselves, our heirs, executors, administrators, successors and assigns. The CONDITION OF THIS OBLIGATION IS SUCH, that whereas, the Principal has submitted the accompanying bid, dated:

_____ 20_____ for _____

NOW, THEREFORE, if the Obligee shall accept the Bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such Bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference between the amount specified in said Bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bond, then this obligation shall be null and void, otherwise to remain in full force and effect.

SIGNED SEALED AND DATED THIS _____ DAY OF _____, 20_____

WITNESS

PRINCIPAL

BY _____

SURETY

BY _____

Note: In lieu of such bond, the Bidder shall include with his proposal, a Certified Check, Bank Draft, or U.S. Government Bond at par value, payable to the Obligee.

Certified Check for _____

DOLLARS - ON _____ BANK OF _____

DEPOSITED HERewith

BIDDER

BY _____

TITLE

NON COLLUSIVE AFFIDAVIT

State of _____)

ss

County of _____)

_____, being first sworn, deposes:

and says that he is _____ of _____
(sole owner, partner, etc.) (Firm Name)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that aspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly, or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, to secure any advantage against the Cincinnati Metropolitan Housing Authority or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Signature of Bidder: _____
(If Individual)

Signature of Bidder: _____
(If Partnership)

Signature of Bidder: _____
(If Corporation)

Subscribed and sworn to before me this ____ day of _____, 20____

_____, My commission expires _____, 20____
Notary Public

THIS PAGE INTENTIONALLY BLANK

DISCLOSURE OF LOBBYING ACTIVITIES

Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this _____ date of _____, 20_____.

By _____
(signature)

(type or print name)

(title, if any)

Covered Action: _____
(type and identify program, project or activity)

THIS PAGE INTENTIONALLY BLANK

**MINORITY BUSINESS ENTERPRISE
UNAVAILABILITY CERTIFICATION SUMMARY**

(Required for all Bids requesting waiver of the 20% CMHA MBE Goal)

I, _____, _____, of
(Name) (Title)

_____, certify that on _____
(Date)

contacted the following minority contractor(s) to obtain a bid for

work items to be performed on _____.
(Project)

Minority Contractor & Address	Work Items Sought:	Form of Bid Sought: (i.e, price, labor,)	Approx. % of Total Bid
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

MBE Forms 2 or 3 must be submitted for each contractor listed above.

To the best of my knowledge and belief, said minority contractor(s) were unavailable (exclusive of unavailability due to lack of agreement on price) for work on this project, or unable to prepare a bid for the following reason(s):

(Bidder's Signature)

(Date)

THIS PAGE INTENTIONALLY BLANK

**MINORITY BUSINESS ENTERPRISE
UNAVAILABILITY CERTIFICATION SUMMARY
FROM MBE CONTRACTOR**

(Required for all Bids requesting waiver of the 20% CMHA Goal)

_____ was offered an opportunity to bid on the above
identified work on _____, for approximately _____% of the total base bid amount, by the
_____.

A bid was not submitted because: _____
(Explain)

The above statement is a true and accurate account of why I did not submit a bid on this project.

Signature of Minority Contractor

Date

Title

Signature, titles and dates of authorized officials of the company must be properly executed on the document or the bid will be deemed nonresponsive.

THIS PAGE INTENTIONALLY BLANK

(Required for all Bids requesting waiver of the 20% CMHA MBE Goal)

named minority contractor was contacted to obtain a signed unavailability certificate (MBE Form 2) and after reasonable request*, the Minority Business Enterprise did not sign the certificate.

Signature, titles, and dates of authorized officials of the company must be properly executed on the document or the bid will be deemed unresponsive.

*Attach a description of how the MBE contractor was requested.

THIS PAGE INTENTIONALLY BLANK

Attachment A - Minority Business Enterprises Certification

PROJECT _____

BIDDER _____

I, _____ (Name) do hereby attest and certify that I am _____ (Title) of _____ (Company Name), and that the bid submitted for the subject project, dated _____ includes and is partially based on the intended Minority Business Enterprise (MBE) participation identified below. The MBE Participation identified below consists of joint ventures, subcontracts and/or purchases as described in the Cincinnati Metropolitan Housing Authority's Minority Business Enterprise (MBE) Procedure. I further certify that I will secure and submit to the Cincinnati Metropolitan Housing Authority in a timely manner, any and all documentation of minority ownership and/or control of any firm contained herein, as may be requested by the Authority.

<u>Minority Firm Name(MFN)</u> <u>IRS Number & Mailing Address</u>	<u>Prime</u> <u>Contract</u> <u>Bid</u>	<u>Joint</u> <u>Venture</u> <u>Bid</u>	<u>Supply/</u> <u>Service</u> <u>Subcontract</u>	<u>Type of</u> <u>Service/</u> <u>Supply</u>	<u>Construction</u> <u>Subcontract</u>	<u>Type of</u> <u>Construction</u>	<u>\$ Amount</u> <u>to go to</u> <u>MBE</u>	<u>% of</u> <u>Total</u> <u>Bid</u>
MFN _____ IRS# _____ STREET _____ CITY/STATE _____ ZIP _____	___ Yes ___ No	___ Yes ___ No	___ Yes ___ No					
MFN _____ IRS# _____ STREET _____ CITY/STATE _____ ZIP _____	___ Yes ___ No	___ Yes ___ No	___ Yes ___ No					
MFN _____ IRS# _____ STREET _____ CITY/STATE _____ ZIP _____	___ Yes ___ No	___ Yes ___ No	___ Yes ___ No					
MFN _____ IRS# _____ STREET _____	___ Yes ___ No	___ Yes ___ No	___ Yes ___ No					

CITY/STATE _____ ZIP _____								
-------------------------------	--	--	--	--	--	--	--	--

Total Dollar Amount for MBE _____ Total Dollar Amount of Bid _____ Percent of MBE Dollars in Bid _____

Attest _____

Signature: _____

Attest _____

Date: _____



Prospective Business Vendor:

Enclosed, you will find a variety of forms regarding Section 3 (Housing & Urban Development Opportunities Act of 1968, as amended). Please complete and attach the Section 3 forms with your bid submission. **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**

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.

Section 3 Required Forms:

- 1) Section 3 Assurance of Compliance & Section 3 Clause
- 2) Section 3 Action Plan
- 3) Section 3 Business Concern Certification Form (**Optional**)
- 4) Preference Category Acknowledgement S3 Residents
- 5) Preference Category Acknowledgement S3 Business Concerns

If you need any assistance or help regarding Section 3, feel free to contact us. We look forward to assisting you with Section 3 implementation.

Sincerely,

Jacquetta Brown

Jacquetta Brown
Economic Inclusion Coordinator
(513) 977-5863
Jacquetta.Brown@cintimha.com
Section3@cintimha.com

BLANK PAGE
(This page is left blank intentionally)



CMHA
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:
- Section 3 Residents (30% minimum goal of new hires) upon their qualifications.
 - Section 3 Business Concerns (10% of total construction subcontracting dollar amount awarded – based upon their qualifications).
 - 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.

Applicant: _____

Signature: _____

Address: _____

Date: _____

Section 3 Clause

All Section 3 covered contracts shall include the following clause (referred to as the "Section 3 Clause"):

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

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

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

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



Contractor Section 3 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:

Name(s): _____
Contact Info: _____
Title(s): _____

Section 3 Hiring/Training Opportunity 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 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 Opportunity Strategies

Please check any and all efforts from the below mentioned categories that your company will utilize to recruit, solicit, encourage, facilitate and contract with Section 3 Business Concerns when new subcontracting 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 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: _____

BLANK PAGE
(This page is left blank intentionally)



Cincinnati Metropolitan Housing Authority
CERTIFICATION FOR PREFERENCE
AS A SECTION 3 BUSINESS CONCERN

Name of Business _____

Contact Person _____

Address/Zip _____

Phone _____ Fax _____ Email _____

Type of Business: Corporation Partnership Sole Proprietorship Joint Venture LLC
(please attach supporting documentations)

I understand that my contract with Cincinnati Metropolitan Housing Authority is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended AND to the Section 3 Action Plan that I will submit for this project.

I certify that the firm of _____ (company's name) is applying to become a bonafide Section 3 business concern, and that it will meet the following definition of a Section 3 business concern (check at least one of the following):

☐ Category 1

Business concerns that are 51 percent or more owned by residents of CMHA housing or developments for which the section 3 covered assistance is expended, or whose full-time, permanent workforce includes 30 percent of CMHA Residents as employees.

☐ Category 2

Business concerns that are 51 percent or more owned by residents of other housing developments or developments managed by the HA that is expending the section 3 covered assistance, or whose full-time, permanent workforce includes 30 percent of these persons as employees.

☐ Category 3

HUD Youthbuild programs being carried out in the metropolitan area (or Nonmetropolitan County) in which the section 3 covered assistance is expended.

☐ Category 4

Business concerns that are 51 percent or more owned by section 3 residents, or whose permanent, fulltime workforce includes no less than 30 percent of employees who meet the low-income guidelines and live in the CMHA covered assistance area; or businesses that provide evidence of a commitment to subcontract in excess of 25 percent of the total dollar award of all subcontracts to be awarded to Section 3 business concerns.

☐ Business wishes to forgo Section 3 preferences in the awarding of the contract, but is still responsible for meeting Section 3 compliance.

Note: If you certify above that your business is a Section 3 Business, and you qualify for award of the contract based on the preference given to section 3 businesses and described in the solicitation, CMHA may request additional documentation and information as needed. If you have any questions about this form, please call Jacquetta Brown, at (513) 977-5683, or send email to Section3@Cintimha.com.
"I hereby certify the information provided by me to be true and correct, and understand any falsification of any of the information could subject me to punishment under the law."

Signature of Chief Executive Officer _____

Date _____

BLANK PAGE
(This page is left blank intentionally)



Cincinnati Metropolitan Housing Authority

Section 3 Preference Categories: Section 3 Residents

CMHA's preference is to ensure as many CMHA residents as possible are employed. In an effort to further that goal, CMHA has created the following preference priority category structure for Section 3 Residents (Reference 24 CFR Part 135.34). Vendors are asked to comply with this priority preference to the greatest extent feasible. If the vendor cannot meet its Section 3 goal in this manner and needs to move onward to the next category, the vendor should document this inability to comply with the preference priority and the need to move onward to other categories.

Section 3 Resident Preference Priority Categories

- Category 1-Section 3 Resident Priority Definition:
CMHA Public Housing Residents of the housing development or developments for which the section 3 covered assistance is expended;
- Category 2-Section 3 Resident Priority Definition:
Residents of other housing developments managed by CMHA which is expending the section 3 covered housing assistance;
- Category 3-Section 3 Resident Priority Definition:
Participants in HUD Youthbuild programs being carried out in the metropolitan area (or non-metropolitan county) in which the section 3 covered assistance is expended;
- Category 4-Section 3 Resident Priority Definition:
Other Section 3 Residents who qualify under the low-income guidelines of HUD.

Signature: _____
Company Representative

Date: _____

BLANK PAGE
(This page is left blank intentionally)



Cincinnati Metropolitan Housing Authority

Section 3 Preference Categories: Business Concerns

CMHA's preference is to ensure as many Section 3 Business Concerns as possible are afforded opportunities by contracting and/or subcontracting. In an effort to further our goal, CMHA has adopted the following preference priority category structure for Section 3 Business Concerns (Reference 24 CFR Part 135.36). Vendors are asked to comply with this priority preference to the greatest extent feasible. If the vendor cannot meet its Section 3 goal in this manner and needs to move onward to the next category, the vendor should document this inability to comply with the preference priority and the need to move onward to other categories. Vendors will receive a Section 3 Business Concern listing.

Section 3 Business Concern Preference Priority Categories:

- **Category 1-Section 3 Business Concern Priority Definition:**
Business concerns that are 51 percent or more owned by CMHA residents of the housing development or developments for which the section 3 covered assistance is expended, or whose full-time, permanent workforce includes 30 percent of these persons as employees.
- **Category 2-Section 3 Business Concern Priority Definition:**
Business concerns that are 51 percent or more owned by residents of other housing developments or developments managed by CMHA that is expending the section 3 covered assistance, or whose full-time, permanent workforce includes 30 percent of these persons as employees.
- **Category 3-Section 3 Business Concern Priority Definition:**
HUD Youthbuild programs being carried out in the metropolitan area (or nonmetropolitan county) in which the section 3 covered assistance is expended.
- **Category 4-Section 3 Business Concern Priority Definition:**
Business concerns that are 51 percent or more owned by section 3 residents, or whose permanent, fulltime workforce includes no less than 30 percent section 3 residents; or that subcontract in excess of 25 percent of the total amount of subcontracts to section 3 business concerns.

Signature: _____
Company Representative

Date: _____

BLANK PAGE
(This page is left blank intentionally)

WAGE DETERMINATION

- A. 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.
- B. 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.
- C. It shall be the Prime Contractor's responsibility to verify the accuracy of the reported wages, including his subcontractors.
- D. 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.
- E. 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.
- F. The following pages are the Prevailing Rates of Wages as ascertained by the State or other Agency for this Project.
- G. Listed below is a checklist of items required for Wage and Hour Compliance.
- H. 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:

- | | |
|--|---|
| <input type="checkbox"/> Appointment of Paymaster | |
| <input type="checkbox"/> Equal Employment Opportunity Affirmative Action Policy Statement (<i>EEOAAPS</i>) | |
| <input type="checkbox"/> Equal Employment Opportunity Compliance Certificate (<i>EEOCC</i>) | |
| <input type="checkbox"/> Letter of Understanding | |
| <input type="checkbox"/> Weekly certified payrolls that include: | |
| <input type="checkbox"/> Contractor's Name | <input type="checkbox"/> Calendar Days |
| <input type="checkbox"/> Contractor's Address | <input type="checkbox"/> Hours Worked |
| <input type="checkbox"/> Payroll # | <input type="checkbox"/> Total Hours |
| <input type="checkbox"/> Week Ending Date | <input type="checkbox"/> Rate of Pay |
| <input type="checkbox"/> Project and Location | <input type="checkbox"/> Gross Amount Earned |
| <input type="checkbox"/> Contract or Purchase Order No. | <input type="checkbox"/> Taxes or Write 1099 across columns if employee files his own taxes |
| <input type="checkbox"/> Name of Employee | <input type="checkbox"/> Statement of Compliance (<i>back page of the payroll sheet</i>) |
| <input type="checkbox"/> Social Security Number/Address of Employee | <input type="checkbox"/> One of the boxes checked indicating if fringes benefits are paid in cash or approved program |
| <input type="checkbox"/> No. of Exemptions | <input type="checkbox"/> Contractor's Signature certifying payroll |
| <input type="checkbox"/> Work Classification | |
|
 | |
| <input type="checkbox"/> General and Subcontractors form (<i>if applicable</i>) | |
| <input type="checkbox"/> Employment Utilization Report (<i>upon completion</i>) | |
| <input type="checkbox"/> Section 3 Form (<i>if applicable</i>) | |

Signature

Date

Note: Bids may not be accepted if this form is not acknowledged and signed.

FORM OF PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, That

We the undersigned _____ as PRINCIPAL, and _____ as SURETY are hereby held and firmly bound unto the Cincinnati Metropolitan Housing Authority, a body corporate and politic, in the penal sum of _____ Dollars (\$_____) for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed this _____ day of _____, 20____.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named principal did on the ____ day of _____, 20____, enter into a contract with the Cincinnati Metropolitan Housing Authority, which said contract is made a part of this bond the same as though set forth herein;

NOW, if the said _____ shall well and faithfully do and perform the things agreed by it to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, materialmen and laborers, for labor performed and material furnished in the carrying forward, performing or completing of said contract; we agreeing and assenting that this claim, as well as for the obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The surety hereby stipulates and agrees that no modifications, omissions or additions or forbearance on the part of the Cincinnati Metropolitan Housing Authority in, or to, the terms of said contract, or in, or to, the plans or Specifications therefore shall, in any way, affect the obligations of the said surety on its bond. Notice to the surety of any such modification, omission, addition or forbearance is hereby waived.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument this ____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(if a Corporate Principal) _____

By _____
President

By _____
Secretary

ATTEST:

(SEAL)

Performance & Payment Bond
Solicitation #:2020-3005
The President Apartments
784 Greenwood Ave. – Cincinnati, OH 45229
Replacement of Chiller

(If a Partnership Principal) _____

By _____
(Partner)

(If an Individual Principal) _____

Trading as _____

(Corporate Surety) _____

By _____

ATTEST:

(Seal)

The rate of premium on this Bond is \$ _____ per thousand.

The amount of premium charges: \$ _____

(The above must be filled in by a corporate surety).

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, Secretary of the corporation named as principal in the within bond, certify that _____ and _____ who signed said bond on behalf of the principal were then _____ president and _____ secretary of said corporation; that said bond was duly signed for and in behalf of said corporation by authority of its Board of Directors and is within the scope of its corporate power.

(Attach hereto the current Power of Attorney of the person executing this bond for the Surety.)

"General Decision Number: OH20200082 02/07/2020

Superseded General Decision Number: OH20190082

State: Ohio

Construction Type: Building

County: Hamilton County in Ohio.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 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 \$10.80 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 2020. 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
0	01/03/2020
1	02/07/2020

ASBE0008-010 07/01/2019

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 30.32	18.50

BROH0018-008 06/01/2019

	Rates	Fringes
BRICKLAYER.....	\$ 28.66	14.66
TILE FINISHER.....	\$ 24.20	14.01
TILE SETTER.....	\$ 28.74	14.06

CARP0002-008 05/01/2017

	Rates	Fringes
CARPENTER (Accoustical Ceiling Installation Only).....	\$ 24.04	15.29

 CARP0002-014 05/01/2017

	Rates	Fringes
CARPENTER (Including Drywall Hanging, Metal Stud Installation and Form Work; Excludes Acoustical Ceiling Installation).....	\$ 30.42	16.99

ELEC0212-010 06/03/2019

	Rates	Fringes
ELECTRICIAN (Excludes Low Voltage Wiring).....	\$ 30.18	18.89

* ELEV0011-002 01/01/2020

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 47.23	34.765+a+b

PAID HOLIDAYS:

a. New Year's Day, Memorial Day, Independence Day, Labor Day,
Veteran's Day, Thanksgiving Day, the Friday after
Thanksgiving, and Christmas Day.

b. Employer contributes 8% of regular hourly rate to vacation
pay credit for employee who has worked in business more
than 5 years; 6% for less than 5 years' service.

 ENGI0018-036 05/01/2019

	Rates	Fringes
POWER EQUIPMENT OPERATOR Backhoe/Excavator/Trackhoe; Bulldozer; Crane.....	\$ 37.14	15.20

ENGI0018-037 05/01/2018

	Rates	Fringes
POWER EQUIPMENT OPERATOR Bobcat/Skid Steer/Skid Loader.....	\$ 35.89	15.09

ENGI0066-045 06/01/2017

	Rates	Fringes
POWER EQUIPMENT OPERATOR Forklift.....	\$ 28.87	19.66
Grader/Blade.....	\$ 32.42	19.66
Mechanic.....	\$ 32.92	19.66

IRON0044-003 06/01/2017

	Rates	Fringes
--	-------	---------

IRONWORKER, REINFORCING.....	\$ 27.60	20.70

IRON0044-019 06/01/2019		
	Rates	Fringes
IRONWORKER (Ornamental and Structural).....	\$ 29.47	21.20

LABO0265-017 06/01/2018		
	Rates	Fringes
LABORER		
Common or General.....	\$ 22.45	16.20

LABO0265-019 06/01/2018		
	Rates	Fringes
LABORER		
Mason Tender - Brick.....	\$ 21.95	16.20

PAIN0123-001 05/01/2019		
	Rates	Fringes
PAINTER (Brush and Roller).....	\$ 25.30	10.20

PAIN0387-002 11/01/2017		
	Rates	Fringes
GLAZIER.....	\$ 26.00	14.15

PLAS0132-018 06/01/2019		
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 24.50	14.60

PLAS0132-019 06/22/2018		
	Rates	Fringes
PLASTERER.....	\$ 24.25	14.65

PLUM0392-005 06/01/2019		
	Rates	Fringes
PIPEFITTER (Includes HVAC Pipe Installation).....	\$ 32.81	21.27
PLUMBER (Excludes HVAC Pipe Installation).....	\$ 32.81	21.27

ROOF0042-007 08/01/2019		
	Rates	Fringes
ROOFER.....	\$ 28.25	16.27

SFOH0669-009 04/01/2019		

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 37.78	23.55

SHEE0024-029 06/01/2019		

	Rates	Fringes
SHEET METAL WORKER (Including HVAC Duct Installation Only).....	\$ 30.16	21.08

* UAVG-OH-0021 01/01/2019		

	Rates	Fringes
OPERATOR: Oiler.....	\$ 27.56	16.37

SUOH2012-084 08/29/2014		

	Rates	Fringes
ELECTRICIAN (Low Voltage Wiring Only).....	\$ 22.28	8.63
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 26.19	8.99
LABORER: Landscape & Irrigation.....	\$ 23.60	0.87
LABORER: Mason Tender - Cement/Concrete.....	\$ 23.87	9.80
LABORER: Pipelayer.....	\$ 23.18	8.95
OPERATOR: Loader.....	\$ 29.66	12.61
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 30.28	13.29
OPERATOR: Roller.....	\$ 29.85	12.00
PAINTER: Spray.....	\$ 22.78	12.40
TRUCK DRIVER: Dump (All Types)...	\$ 24.32	11.73

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). Write to:

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

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

=====

END OF GENERAL DECISION"

In 2012, CMHA implemented its motto "Being an Asset to Hamilton County" in addition to establishing Gold Performance Standards which consist of the principles and values by which the Agency performs and how our partners, vendors, contractors and consultants are measured. **The Gold Performance Standards are: Respect, Timely, Exceptional, Initiative, Excellent, Quality, Accurate, Integrity, Value, Creativity, Accountability and Professionalism.**

It is CMHA's intent to procure Contractors that share these standards and can clearly demonstrate the services they can provide CMHA that no other contractor can offer.

It's very imperative that our partners, vendors, contractors and consultants abide by these standards that has been establish.

Job Number: 2020-3005

Job Name: Replacement of Chiller @ The President Apartments

GENERAL PROJECT SUMMARY

This project is tax-exempt. CMHA will provide certificate to awarded contractor and/or subcontractors.

WORKING HOURS: Working hours for this project are established as 8:00 AM to 4:30 PM Monday through Friday. If contractor desire to work outside of these hours, prior approval must be granted by CMHA Project Manager. Contractor shall be expected/permitted to work Saturday or Federal Holidays as necessary to maintain the progress of the construction schedule.

PROGRESS PAYMENTS: The PHA (Public Housing Authority) shall pay the contractor service fee as indicated on invoice. The PHA shall make shall make progress payments every 30 days as the proceeds, on estimates (invoices) of work accomplished (completed) which meets the standards of quality established under contract, as approved by CMHA Project Manager.

WAGE DETERMINATIONS: The wage determination rate for this project is **BUILDING**. The incorporated wage determination can be subject to change from the time of the contractor walk through to date the bids are due. **IT IS THE CONTRACTOR RESPONSIBILITY TO PERIODICALLY MONITOR THE WAGE DETERMINATIONS AND MODIFICATIONS BY VISITING WWW.WDOL.GOV. TYPICALLY, WAGE RATES ARE UPDATED/REVISED/MODIFIED ON FRIDAY'S OF EVERY WEEK.**

FINAL PAYMENT: Contractor is complies and submit it's completed punch list, provide close-out documents, spare parts (if applicable), O & M manuals, warranties, etc. upon completion of work.

PROJECT WARRANTY: Contractor is to provide a **1 YEAR WARRANTY** for all work performed, stating on the day the certificate of occupancy is issued. This 1-year warranty must be officially submitted to CMHA Project Manager at the end of the project on company letterhead.

All non-registered vendor are required to complete CMHA's vendor registration packet that can be found at www.citimha.com, under business opportunities tab, vendor registration.

This project is subject to **CMHA Section 3** program. The contractor is to abide by CMHA Section 3 rules and requirements. All forms and related documents within this Project Manual Specifications related to CMHA Section 3 program must be completely filled-out and submitted with bid.

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

- a) **Workers' Compensation Insurance** as by state statute and Employer's Liability Insurance covering all of Contractor's employees acting within the course and scope of this project.
- 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 single limit of \$1,000,000.
- c) **Automobile Liability Insurance** covering any auto with minimum single limit of \$1,000,000.

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 45 days' notice to CMHA and stating 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 and/or subcontractor shall thereupon within 10 days supply to CMHA evidence satisfactory of compliance with the provision of this section.

Contractor must submit their insurances at the time of pre-construction meeting.

PERMITS & FEES: Contractor shall apply and obtain all required permit(s) that is associated with their scope of work/construction activities. Which are but not limited to:

- a) Electrical
- b) HVAC
- c) Mechanical
- d) Plumbing
- e) Fire Protection

The contractor shall perform all tests, adjustments, etc. as required on all new installed equipment and devices. The equipment and devices are to be 100% operable/functional after installation.

All CMHA CONSTRUCTION jobsites are TOBACCO FREE. All smoking, dipping, chewing, etc. must be done off site, in area. Please inform your smoker(s) crew(s), as this will be enforced.

Maintain cleanliness of roadways to the satisfaction of CMHA Project Manager, neighborhood, and local authorities for the duration of your work on site. Contractor is responsible for cleaning dirt/debris from road if it is caused by their crew, equipment, trucks, etc. If dirt/debris is tracked onto the road and not cleaned by end of the work, CMHA Project Manager will have clean and back charge contractor. Reasonable notification will be given to allow cleaning prior to assuming responsibility of cleaning.

Keep construction site clean on a daily basis. All un-used construction material and personnel trash (i.e. lunch bags, wrapper, bottles, cans, etc.) shall be removed from site at the end of each workday. Contractor is prohibited from using any dumpsters and/or totes that are on site. If the job site is not in a neat and orderly condition, then contractor will be responsible to pay for the cost plus fee to have a third party contractor make the job site clean, neat and orderly.

All material and workmanship shall comply with the latest/current edition including all addendums of the national codes, state and local, as well as other regulations that apply to such work.

All work shall be performed by OSHA regulations and standards. All safety issues are to be corrected and paid for by contractor.

Hard hats, work boots, protective eyewear and gloves are required for all personnel on-site.

All deliveries and staging of materials must be coordinated with the CMHA Project Manager.

Proactive thinking and coordination with CMHA Project Manager and contractor is expected and required throughout this project.

STORAGE: The contractor may store materials, tools and equipment on site as instructed by the owner. It will be the contractor's responsibility to protect and secure all materials, tools and equipment stored on the site. CMHA assumes no liability for these material, tools and equipment that may become missing and/or damaged.

All work to be in compliance with the contract documents (plans and specifications).

Provide accurate As-Built drawings (if applicable).

All materials and equipment must conform and be installed to the manufacturer's recommendations.

Any functioning system turned off or disconnected during the day must be put back in service by the end of the workday. Workday is to be considered day or evening shift depending on where the work is taking place.

THE CONTRACTOR IS RESPONSIBLE FOR COMPREHENDING THE SPECIFICATIONS, PLANS AND BECOMING FAMILIAR WITH THE SITE LOCATION WHERE WORK IS TO BE PERFORMED. THE CONTRACTOR IS RESPONSIBLE FOR PERFORMING/COMPLETING ALL THE WORK IN THE SPECIFICATIONS AT HIGH STANDARDS. IT IS URGENT THAT THE CONTRACTOR READS THE SPECIFICATIONS AND PLANS THOROUGHLY. ALL WORK IS TO BE DONE IN A PROFESSIONALLY MANNER/LEVEL.

Contractor is responsible for the examination of the existing job conditions to determine if any modifications/alterations is needed as it may affect his own work and verifying all existing conditions, dimensions, distances, elevations, clearances, depth, height, material type, etc. that is associated with their scope and base their quote and work on verified conditions. Report substantial discrepancies to CMHA Project Manager immediately, prior to submitting quote. **NO EXTRAS WILL BE ALLOWED FOR EXISTING CONDITIONS.**

Removal or cutting of structural members is not permitted. Consult with CMHA Construction Manager regarding repair or removal of structural items.

The drawing dimensions are plus/minus. **Do not scale the drawing-dimensions.** Dimensions on the drawings will precedence over scaled dimensions. The drawings are diagrammatic and show the general intent of the work. They are not intended to show every offset, component, location, etc.

The contractor is required to have at least one person in charge and on site during the duration of the project. This person shall be familiar with the project scope and daily construction activities and other persons in the work area and shall remove debris that may obstruct passage or otherwise present a danger to other trades.

MECHANICAL PROJECT SUMMARY

Provide all labor, material, equipment, supplies, supervision, inspections, manufacturer's warranty and permit to install (1) Trane Series RTAC air cooled chiller with remote evaporator at The President Apartment projects in Cincinnati, Ohio per project scope of work description.

Specifications directly applicable to this scope of work: N/A.

Division – Mechanical

PROJECT SCOPE OF WORK DESCRIPTION:

- Disconnect and dispose off-site in its entirety the existing Carrier chiller including the (2) associated air cooled condensing units.
- Provide (1) Trane Series RTAC air cooled chiller with remote evaporator to replace existing and to be connected to existing piping. Provide and install all the necessary piping (i.e. refrigerant, etc.), valves, fittings, etc. as required to make final connections/tie-ins from new to existing piping system. Provide additional connections and accessories as needed. The new chiller is to match the capacity of the existing being replace. Provide all the required electric, wiring and control work as needed. **THE CHILLER IS TO BE 100% OPERABLE AFTER INSTALATION AND PIPING IS TO BE LEAK FREE. CHECK, TEST & START-UP UPON COMPLETION.**
- Place new chiller onto existing concrete pad where the (2) associated air cooled condensing units were removed.
- Insulate all lines as required.
- Apply and obtain mechanical permit. **Mechanical contractor is responsible for sub-contracting all other trades scope of work that is involved in this project.**

INTENTIONALLY LEFT BLANK