

PROJECT MANUAL

REQUEST FOR QUOTES

RFQ NO.

2023-3019

RFQ NAME

3364-3366 Bowling Green

3364 - 2 Bedroom

3366 - 3 Bedroom



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



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Request for Quotes 2023-3009

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Items marked * are required to be submitted filled and signed with the Quote

END OF INDEX



RFQ INSTRUCTIONS

2023-3019

The Cincinnati Metropolitan Housing Authority (CMHA) will receive Quotes on the Solicitation above indicated for:

The complete renovation of 3364 Bowling Green and 3366 Bowling Green.

The Construction Time is **120 CALENDAR** days after receiving the "Notice to Proceed".

Quote Due Date / Time: **Friday, October 27, 2023**

Optional pre-quote walk-through on: **Thursday, October 19, 2023 at 10:00AM**

Meet at (Please park on street): **3364-3366 Bowling Green**

Questions shall be sent to recd@cintimha.com prior to 4:00pm (local time) on: **October 24**

Deliver proposals in any of the following formats to:

- **Hardcopy**

Attn: Joan Garrity
Cincinnati Metropolitan Housing Authority
1627 Western Ave
Cincinnati, Ohio 45214

- **Email:**

recd@cintimha.com

This project is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended. Preference may be given in accordance with 24 CFR 135 and the CMHA procurement policy.



QUOTE FORM

Request for Quotes 2023-3019

PROJECT NAME:

COMPANY NAME: _____

1. TO THE CINCINNATI METROPOLITAN HOUSING AUTHORITY (CMHA)

- a. In submitting this Quote, it is understood that the right is reserved by the Cincinnati Metropolitan Housing Authority to reject any and all Quotes. If written notice of the acceptance of this Quote is mailed, emailed or delivered to the undersigned within 90 days receipt, or at any time thereafter before this Quote is withdrawn, the undersigned agrees to execute and deliver the Scope of Work Quoted as Specified.
- b. In submitting this Quote, the undersigned certifies that is familiar with the local conditions affecting the cost of the work, and with the Drawings and Specifications, issued and Addenda, if any thereto, as prepared by the Cincinnati Metropolitan housing Authority and propose to furnish all labor, materials, equipment, permits and services required to complete the Scope of Work.

2. QUOTE AMOUNT

The base bid, to include all work indicated in the Project Manual, Drawings and Addendums, is

\$ _____

Figure

_____ Dollars.

Words

The Total Bid Amount shall be shown in both words and figures; in case of discrepancy, the amount in words shall govern. To be valid bid, the bid form must be filled out in its entirety with all certifications and affidavits. It must be submitted with and is part of the Bid Documents.

3. ADDENDA

Bidder acknowledges receipt of the following Addenda:

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

4. CONTRACT TIME

The contract performance period from the "Notice to Proceed" until substantial completion, will be **120 calendar days**. Work under this Contract will begin immediately upon the successful Contractor's receipt of a "Notice to Proceed" from CMHA. The "Notice to Proceed" will follow the completion of an executed Purchase Order (PO).

The penalty for making false statements in any offer is prescribed in 19 U.S.C. 1001.

Fill with legible block letters

Company: _____

Address: _____

City, State, Zip: _____

Federal Tax ID: _____

Name: _____

Title: _____

Date: _____

Signature: _____



MBE / WBE PARTICIPATION

Minority Business Enterprise (MBE) & Women Business Enterprise (WBE)

Request for Quotes 2023-3019

The contractor agrees to make its best effort to expend at least 20% of the total dollar amount of the Contract on Minority Business Enterprises (MBE), an entity with at least 51% ownership interest by a minority in business), and at least 5% of the Contract to a Women Business Enterprises (WBE), an entity with a least 51% ownership interest by a woman in business.

Any questions regarding CMHA's MBE/WBE Program should be directed to Section3@cintimha.com.

Using Best Efforts to Achieve MBE/WBE Goals

Prior to award of Contract, the Contractor will submit documents in support of its best efforts to achieve the above stated MBE/WBE participation. Best efforts may be established by documenting that the Contractor:

- Has made efforts to identify appropriate MBE/WBE contractors through community contacts or MBE and WBE associations
- Has contacted CMHA's Economic Inclusion Coordinator to help identify potential MBE/WBE companies appropriate for the project
- Has contacted and solicited bids/quotes from selected MBE/WBE companies

Notification of MBE/WBE Participation

Contractors agrees to promptly complete and return all required reports confirming MBE/WBE participation, including Proposed, Amended, and Final MBE/WBE Participation Forms. If requested by CMHA, Contractor agrees to submit proof of payment made to each MBE/WBE subcontractor listed on the MBE/WBE Participation Form (see attached).

Waiver of MBE/WBE Participation Goals

Request for complete or partial waiver of the contractor's MBE/WBE participation goals must be made in writing, stating all details in the request, the circumstances, and all relevant information. The request must be accompanied by a record of all efforts taken by the bidder/proposer to locate MBE/WBEs, solicit MBE/WBEs, seek assistance from CMHA's Economic Inclusion Coordinator, or seek help from other community/business resources or technical assistance agencies. CMHA will respond in writing to the Waiver Request within five (5) business days upon receipt.

Fill with legible block letters

Company Name _____

Contact Person _____

Signature _____

Date _____



MBE / WBE PARTICIPATION REPORT

Minority Business Enterprise (MBE) & Women Business Enterprise (WBE)

Request for Quotes 2023-3019

Contract / PO#: _____

Please list below the names of all firmly committed MBE and WBE subcontractors that will work on the project, their MBE/WBE Status, the dollar amount, and the percentage of total contract amount that will be performed by the entities. The MBE/WBE participation can include subcontracts or purchases of services, materials and supplies directly related to the contract.

(Please check one) _____ Proposed _____ Amended _____ Final

	MBE	WBE	Name of Subcontractor(s)	Contract Amount	
				\$ Amount	% Percentage
1	<input type="checkbox"/>	<input type="checkbox"/>	_____	\$ _____	_____ %
2	<input type="checkbox"/>	<input type="checkbox"/>	_____	\$ _____	_____ %
3	<input type="checkbox"/>	<input type="checkbox"/>	_____	\$ _____	_____ %
4	<input type="checkbox"/>	<input type="checkbox"/>	_____	\$ _____	_____ %
5	<input type="checkbox"/>	<input type="checkbox"/>	_____	\$ _____	_____ %
6	<input type="checkbox"/>	<input type="checkbox"/>	_____	\$ _____	_____ %
7	<input type="checkbox"/>	<input type="checkbox"/>	_____	\$ _____	_____ %
8	<input type="checkbox"/>	<input type="checkbox"/>	_____	\$ _____	_____ %
9	<input type="checkbox"/>	<input type="checkbox"/>	_____	\$ _____	_____ %
10	<input type="checkbox"/>	<input type="checkbox"/>	_____	\$ _____	_____ %
11	<input type="checkbox"/>	<input type="checkbox"/>	_____	\$ _____	_____ %
12	<input type="checkbox"/>	<input type="checkbox"/>	_____	\$ _____	_____ %
Total MBE Dollar Amount and Percentage of Contract				\$ _____	_____ %
Total WBE Dollar Amount and Percentage of Contract				\$ _____	_____ %

Fill with legible block letters

Company Name _____

Contact Person _____

Signature _____

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:

- Section 3 Assurance of Compliance & Section 3 Clause
- Section 3 Action Plan
- Section 3 Certification for Preference
- Preference Category Acknowledgement S3 Residents

If you need any assistance or help regarding Section 3, feel free to contact us at Section3@cintimha.com

We look forward to assisting you with Section 3 implementation.



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 75, 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 75 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 notices 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 75, 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 75. 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 75.

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 75.9 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.9

F. Noncompliance with HUD's regulations in 24 CFR part 75 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.

H. Section 3. The work to be performed under this Agreement is subject to the requirements of Section 3. The Parties agree to comply with HUD's regulations in 24 C.F.R. part 75, which implement Section 3 and hereby certify to the best of their knowledge that they are under no contractual or other impediment that would prevent them from compliance. The Authority shall monitor the Developer's compliance from time to time during the Project. The Developer agrees to require all Subcontractors to the greatest extent feasible to comply with Section 3 and the regulations promulgated in 24 C.F.R. part 75, and agrees to take appropriate action upon a finding that the Subcontractor is in violation of the regulations in 24 C.F.R. part 75. The Developer will not contract with any Subcontractor where the Developer has notice or knowledge that the Subcontractor has been found in violation of the regulations in 24 C.F.R. part 75.

I. Number. The Developer agrees to meet the following Section 3 benchmarks of 25/5 (25% Section 3 Total Labor Hours / 5% Targeted Section 3 Total Labor Hours) and the stated percentages when selecting Subcontractors for the Project: (i) at least twenty percent (20%) of the general construction Subcontractors to qualify as a MBE Subcontractor; (ii) at least five percent (5%) of the general construction to qualify as a MBE Subcontractor (iii) at least ten percent (10%) of the construction contract Subcontractors to qualify as Section 3 Subcontractors. Additionally, any hiring or training opportunities generated should be provided to Section 3 and Targeted Section 3 workers to the greatest extent feasible. The list of proposed Subcontractors, including the MBE, WBE and Section 3 Subcontractors, shall be submitted to the Authority for approval prior to the Closing.

J. CMHA is committed to fostering neighborhood economic improvement and the self-sufficiency of its residents. This is done through taking proactive steps to hire local low-income persons and to award contractors to business that are registered Section 3 businesses. Therefore, CMHA strives to ensure that at least fifteen percent (15%) of all subcontracts are awarded to Section 3 businesses.

K. In accordance with the findings of the Congress, as stated in section 3, that other economic opportunities offer an effective means of empowering low-income persons, a recipient is encouraged to undertake efforts to provide to low-income persons economic opportunities other than training, employment, and contract awards, in connection with section 3 covered assistance.

L. The Developer shall require all Subcontractors to send to each labor organization or representatives of workers with which such Subcontractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Developer's and/or Subcontractor's commitments under Section 3, 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. Each Subcontractor shall certify to the Developer that any vacant employment positions, including training positions, that are filled (i) after a Subcontractor is selected but before the relevant contract is executed and (ii) with persons other than those to whom the regulations of 24 C.F.R. Part 75 require employment opportunities to be directed, were not filled to circumvent the Subcontractor's obligations under 24 C.F.R. Part 75 and the Developer shall certify to the Authority that it has obtained all such certifications.

M. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).



Assurance of Compliance Form

Request for Quotes

2023-3019

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

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 Workers (25% minimum goal of labor hours) upon their qualifications.
- Section 3 Targeted Workers (5% Minimum of labor hours)

Notwithstanding any other provision of thms 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 75, 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 75.9 and 75.17 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.

Compliance with the provision of Section 3, the regulations set forth in 24 CFR Part 75, 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 75.

Fill with legible block letters

Applicant Name _____

Signature _____

Address _____

Date _____



Contractor Section 3 Action Plan Submission

Request for Quotes 2023-3019

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

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:

Fill with legible block letters

Applicant Name(s) _____

Contact Information _____

Title(s) _____



Section 3 Employment / Training Opportunity Strategies (1/2)

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 Workers when new hiring/training opportunities are generated through the awarding of the contract. Some of the items will be mandatory as indicated below. Your acknowledgment is still needed, so please check accordingly.

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

- Y **Mandatory** Commit that the company and/or subcontractors as a result of the contract, 25% of the labors hours will be Section 3 Workers.
- Y **Mandatory** Contact the CMHA Section 3 Compliance Coordinator regarding employment and training opportunities.
- Y **Mandatory** Provide the CMHA Section 3 Compliance Coordinator with a monthly report listing all employment and training opportunities.
- Y **Mandatory** Post notice (placards) at the worksite where the work is being done, indicating any employment and training opportunities
- Y Facilitate or co-facilitate Hiring Halls within close proximity to where the work is being done for Section 3 Workers and Tags.
- Y Contact/Meet with Resident Associations informing them of new training and employment opportunities.
- Y Advertise new training and employment opportunities in community and diversity newspapers/websites.
- Y Sponsor or participate in job informational meetings or job fairs in the neighborhood or service area of the Section 3 covered project.
- Y Establish an internal training program (pre-apprenticeship) that is consistent with Dept. of Labor requirements to provide Section 3 Workers with the opportunity to learn skills and job requirements.
- Y Distribute flyers to CMHA owned sites indicating the number and types of jobs that will be offered with contact information.



Section 3 Employment / Training Opportunity Strategies (2/2)

- Y Maintain a file of eligible qualified Section 3 Workers and Targeted Section 3 Workers for future employment opportunities.
- Y Incorporate into contract (after selection of bidders but prior to the execution of contracts), a negotiated provision for a specific number of Section 3 Workers to be trained and/or employed during the contract.
- Y 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 (1/2)

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 below. Your acknowledgement is still needed, so please check accordingly.

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

- Y **Mandatory** Contact the CMHA Section 3 Compliance Coordinator regarding all new subcontracting opportunities.
- Y **Mandatory** Provide the CMHA Section 3 Compliance Coordinator with a monthly report listing all subcontracting opportunities.
- Y Advertise new contracting opportunities in community and diversity newspapers/websites.
- Y Maintain a file of eligible qualified Section 3 Business Concerns for future contracting opportunities.
- Y 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.
- Y Sponsor or participate in minority, women, small business expositions and conferences in the Cincinnati, Ohio area to network and promote contracting opportunities with Section 3 Business Concerns.
- Y Outreach to business assistance agencies, minority contracting associations, community organizations, to network and promote contracting opportunities with Section 3 Business Concerns.
- Y Contact/Meet with Resident Associations informing them of new contracting opportunities.



Section 3 Subcontracting Opportunity Strategies (1/2)

- Y Outreach to trade/labor organizations to network and promote contracting opportunities with Section 3 Business Concerns.
- Y Host/Facilitate workshops geared to Section 3 Business concerns on contracting procedures and opportunities.
- Y Become an active mentor to Section 3 Business Concerns.
- Y 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 _____



CERTIFICATION FOR PREFERENCE

Request for Quotes 2023-3019

Please note that a 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 submitted with the proposal for this project.

Type of Business (check all that apply):

- Corporation
- Partnership
- Sole Proprietorship
- Joint Venture
- LLC
- MBE
- WBE

Fill with legible block letters

Business Name _____

Contact Person _____

Phone _____

Email _____



Certification for Preference

You self-certify that your business is, documented within the last six months a Section 3 Business Concern based on one of the below eligibility criteria's. (Check the one that qualifies your business):

- ┌ **Category 1:** 51 percent or more owned and controlled by low- or very low-income
 - persons (based on household income under HUD-income limits)
- ┌ **Category 2:** 75 percent or more of the business labor hours to perform the business are performed by low-very low-income persons
- ┌ **Category 3:** 51 percent owned and controlled by current residents of public housing or Section 8-assisted housing.
- ┌ My business does not meet the Section 3 eligibility criteria and wishes to forgo Section 3 preferences in the awarding of this contract, but understand that we are still responsible for meeting Section 3 compliance.

"I hereby certify that the information provided on this form is true and correct, and understand any falsification of any of the information could subject me to punishment under the law."

Signature _____

Title _____

Date _____

If you would like more information or to register your business in the Section 3 program, please call (513) 977-5683, or send an email to Section3@Cintimha.com.

Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968 that helps foster local economic development, neighborhood economic improvement, and individual self-sufficiency. The Section 3 program requires that recipients of certain HUD financial assistance, to the greatest extent feasible, provide job training, employment, and contracting opportunities for low-or very low-income residents in connection with projects and activities in their neighborhoods.

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. 1/1/2014)

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 \$1,000,000.00 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 \$1,000,000.00 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 an 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.



MAKE READY PROCEDURES

PART 1 ADMINISTRATIVE

1.1 GENERAL

A. Gold Standard

1. "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."

B. CMHA's Vendor Registration

1. The Contractor shall register as a CMHA's Vendor if not one already. To complete CMHA's vendor registration packet visit www.cintimha.com under Business Opportunities / Vendor Registration.

C. Prevailing Wages

1. The Contractor is responsible to consider the Prevailing Wage determination. The Attached Wage Determination can be subject to change from the time of contractor walk through to the date the bid is due. Typically, the wage rates are updated/revised/modified on Friday's every week. To monitor the Wage Determination visit: www.wdol.gov

D. Permits

1. The Contractor Shall Obtain all necessary permits for construction activities in accordance with Federal, State and Local Jurisdiction.

E. Existing conditions

1. The contractor shall field verify all existing condition prior to quoting. Contractor is responsible to examine the job conditions and field measurement, distances, elevations, clearances, etc. and base their quote and work on verified conditions. No ChangeOrder

will be approved for modifications/alterations required to existing conditions that are apparent on the drawings and specifications and visible during the walk through.

F. Drawings and Specifications

1. The Contractor is responsible for comprehending the specifications, plans and becoming familiar with the site location and performing/completing all the work in the specifications at high standards in a professional manner.

G. Contract Management

1. The Contractor shall provide a Construction Schedule and all applicable insurances at the Pre-Construction meeting before starting construction.
2. The contractor shall furnish all labor, materials, tools, equipment and devices to complete the work as specified in scope of work.
3. The contractor is responsible pay all utilities during construction ie. electric power, natural gas and water. The contractor shall provide those not available on the property and needed for construction.

H. Site Management

1. The Unit will be vacant during construction. The Contractor shall provide the Construction Project Manager and the Property Manager (PM) with 48-hour advance notice prior to the start of work
2. Construction working hours are 8:00 a.m. - 4:00 p.m. Monday thru Friday. Weekend work is prohibited if not approved in writing.
3. The Contractor shall coordinate and cooperate with surrounding residents who currently reside in the houses and buildings to minimize conflicts. The contractor is fully responsible for properly securing the house at the end of the work day.
4. The Contractor shall keep areas under construction clean on a daily basis. All un-used construction material shall be removed from site at the end of each work day. The contractor is prohibited from using any dumpsters and/or totters that are on site. The contractor shall clean all areas that are affected by the renovation (i.e. mechanical room, public walk ways, driveway, etc.)
5. The contractor may store materials, tools and equipment on site if approved in writing and as instructed by the owner.
6. The contractor shall 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.
7. The contractor shall maintain all lawns/sites within the area contracted for the duration of the project. The contractor shall also be responsible for the removal of all rubbish,

debris limbs, leaves, etc., within the area.

8. The Contractor shall coordinate with owner location of barriers and separations as necessary to protect occupied areas from noise, dust or other disruptive activities.
9. The Contractor shall perform the work with a minimum of disruption by noise, odors, dust or other disruptive causes to owner's normal operations.
10. The contractor is responsible for any damages that may occur to the existing exterior and interior finish (i.e. landscaping, exterior façade, grass, concrete walks, asphalt/concrete paving, drywall, flooring materials, wall base, wall/door finishes, etc.) during the construction duration.

i. End of Construction

1. The contractor is to submit an Operation and Maintenance manual at the end of the project, one hard copy and one digital copy in PDF format. The Operation and Maintenance manual shall include manufacturer manual and warranty of all equipment and/or devices used/purchased for this project.
2. The Contractor shall warranty all material and workmanship for a period of one year after acceptance.
3. The contractor shall perform all tests, adjustments, etc. as required by equipment manufacturer.
4. The Contractor shall perform all tests, adjustments, etc. as required on all new installed devices. The equipment and devices are to be 100% operable/functional after installation.

PART 2 PAINTING

2.1 ALL UNIT/UNITS (EXCEPT AS NOTED)

A. Preparation and Finishing

1. Remove all hangers, hooks, nails, tape, contact paper, wall paper, borders, etc.
2. Remove any obvious imperfections in walls or ceilings.
3. Remove any imperfections around fixtures of any sort and outlets. Do not paint electrical fixtures, switches, outlets or cover plates.
4. Wipe debris off all surfaces. This includes but is not limited to webs, dust, dirt, insect eggs and feces.
5. Paint all walls, ceilings, doors, window sills, trim, etc.
6. Drywall should be prepped for level 4 drywall finish. This will require drywall to be skim coated to provide smooth finish prior to painting.

7. In the kitchen, wash all surfaces of excessive smoke or grease damage. Special care shall be given to cleaning the area behind the range and refrigerator.
8. Properly use drop clothes.
9. Remove excessive debris and dust from heat registers before painting them.
10. Caulk all edges of countertops, window frames, door frames, kitchen cabinets, the base of all walls that connect apartments and public spaces, etc.
11. Cleaning of paint and drywall utensils and tools of any kind are not permitted in the apartment unit(s).
12. The contractor shall inspect all surfaces requiring painting to verify the work has been completed before turning over the unit as PAINTED.
13. Paint to use:
 - a. Primary wall paint: Promar 200 Interior Latex Eggshell, SW 7015 or equal
 - b. Bathroom paint: Promar 200 Interior Latex Semi-Gloss, SW 7015 or equal
 - c. Ceiling paint: Promar 200 Interior Latex Flat, SW 7006 or equal
 - d. Door and trim paint: Promar 200 Interior Latex Eggshell, SW 7006 or equal

PART 3 MAINTENANCE

3.1 ALL UNIT/UNITS (EXCEPT AS NOTED)

A. Leaking Faucets

1. All faucets and toilets shall be operable and without leaks.
2. All drains shall be open and without leaking waste lines.
3. Laundry station(s) shall be operable, open and without leaks.

B. Windows

1. Clean all windows, doors, frames and seals, including front and back storm doors, and including handles and knobs. They should open, close and be able to lock.
2. Remove and repair any damage from any old hardware remaining from previous blinds and shades no longer in use.
3. Windows shall have vinyl 1" mini-blinds in working condition.
4. All screens should be cleaned and in place without any rips or holes.
5. All missing screen shall receive new matching screens

C. Doors

1. Make sure that all storm and prime doors are in place and operable (open, close and are able to lock).
2. All doors (interior, exterior, closets and cabinets) must be able to open and close properly without any missing hardware.
3. Replace or repair wheels, tracks, hardware, door knobs, etc. so that doors are operable and function properly.
4. Exterior Doors must be cleaned both on the inside and outside, including screen doors/storm doors.
5. Exterior doors must be painted as necessary.
6. Interior doors must be painted or shellacked as necessary.
7. Check door sweeps and weather stripping. Replace where needed.
8. Install doorstops throughout the unit.
9. Busted doors must be replaced. A busted door may consist of veneer coming off, excessive holes, cracks, or anything beyond repair. If the replacement of the door is in question, the property manager will have the final say in determining whether or not to replace it. It is the contractor's responsibility to ensure a proper fit within the frame, the holes are accurately drilled for hinges, door knob and lockset. Should the contractor

damage the door during this process, they will be held financially responsible and/or required to replace the door with new like-kind door.

10. Do not paint door hardware, if painted previously paint must be removed.

D. Cover Plates

1. Replace (provide where missing) all cracked or damaged electrical/cable/telephone cover plates.
2. Do not paint cover plates.

E. Stair Treads

1. All stair treads shall be securely in place and without any cracks, chips, breaks or tripping hazards. No tripping hazards.
2. All stair treads must be cleaned thoroughly.

F. Electric Fixtures and Outlets

1. Clean all interior and exterior light fixtures, light shades, globes and switch plates and switches.
2. Fixtures shall be free of fingerprints, marks, dust and insects.
3. All switches shall be operable.
4. All outlets (including GFCI) shall be operable.
5. All exterior light fixtures, doorbells, etc. shall be operable.

G. Smoke Alarms/Detector

1. Remove all smoke alarms/detectors and install new per all applicable codes and regulations.
2. All smoke alarms/detectors should be properly installed and working.
3. Smoke alarms should not be painted or have stickers or other decorations present.
4. Smoke alarm/detector location guidelines
 - a. If mounted on the ceiling, it must be more than 4 inches from the wall.
 - b. It cannot be closer than 4 inches or more than 12 inches from the ceiling if mounted on the wall.
 - c. Smoke alarms should not be installed near windows, doors, or ducts where drafts might interfere with their operation.

H. Carbon Monoxide (CO) Alarms/Detector

1. Remove all smoke alarms/detectors and install new per all applicable codes and regulations.
2. Carbon Monoxide Detection shall be installed in dwelling units containing a fuel-burning appliance or fireplace.

3. Carbon Monoxide detection shall be included in any dwelling units with attached private garages.
4. Carbon Monoxide detectors shall be installed in dwelling units outside each sleeping area and within 10 ft. of the bedroom. If a fuel-burning appliance is installed in the bedroom, a CO detector must be installed in the bedroom.

I. LVT / VCT Floors

1. In locations where the floor tile terminates between rooms, provide a transition strip.
2. Remove/replace all damaged, missing and/or defective wood/vinyl baseboards, toe strips or transition strips.

J. Ceramic Tile

1. Replace any damaged drywall/green board behind ceramic wall tile.
2. Repair or replace any loose, broken or missing ceramic wall tile. Replace all loose, broken or missing grout (match existing). Remove/replace or provide caulk at all tub/ceramic tile locations that terminate at wall surfaces.

K. Water Heater(s)

1. Inspect water heater(s) for proper operation and exhaust venting. Report any problems to the Owner's Field Representative.
2. Furnace(s) and Boiler(s)
3. Inspect furnace(s) for proper operation and exhaust venting. Report any problems to the Owner's Field Representative.
4. Inspect boiler(s) for proper operation and exhaust venting. Report any problems to the Owner's Field Representative.
5. Inspect thermostat(s) for proper operation. Report any problems to the Owner's Field Representative.
6. Vacuum clean all heating and air conditioning equipment, grills, registers, etc. Report any problems (damaged or missing items) to the Owner's Field Representative.

L. Appliances

1. Range Hood – Inspect the range hood for proper operation (fan, light and exhaust venting if required). The hood should have all of its parts and hardware such as filters, knob, etc. Report any problems to the Owner's Field Representative.
2. Range and Refrigerator – The existing ranges and refrigerators on site shall be unwrapped and installed (put in place) and made ready for use (i.e. plugged-into outlet, connected to gas supply piping, etc.). Report any problems to the Owner's Field Representative.

3. Must operate properly with all parts and hardware on it.
 - a. Gaskets should seal properly
 - b. All lights must be working

M. Exterior and Unit Entry Doors

1. All doors must open and close securely. All doors shall have proper and functioning hardware. Report any problems to the Owner's Field Representative.
2. Inspect all doors for proper door sweeps and weather stripping. Remove/replace and/or provide new door sweeps and weather stripping where required.
3. Remove/replace and/or provide new door stops throughout all units.

N. Closets

1. Inspect all closets and verify the proper installation of shelving and clothes rods. If any are damaged or missing, report the information to the Owner's Field Representative.
2. Make sure all closet poles and shelves are installed.
3. Closets shall be cleaned and free of debris.

O. Stoppers/Strainers

1. Provide a stopper or strainer in every sink.

P. Bathroom Fixtures

1. Inspect all bathrooms to ensure that they have in place a soap dish, towel bars and a medicine cabinet. If any of these items are missing, report this information to the Owner's Field Representative.

Q. Bathroom, Laundry, and Kitchen Cabinetry

1. All elements should be inspected when evaluating cabinets, including doors, drawers, hinges, knobs, drawer guides or slides, shelves, and cases or boxes.

R. Caulking / Sealing of the Unit

1. Caulk where needed on counter tops, window frames, door frames, kitchen cabinets etc.
2. In apartments caulk the base of all walls that connect two units.
3. Caulk around breaker box.
4. IPM (Integrated Pest Management) practices must be followed:
 - a. Seal all openings, cracks, and voids where possible including but not limited to around conduits and pipes
 - b. Caulk all baseboards.
 - c. Caulk between kitchen cabinet trim and cabinets if your I.D. badge can slide between the trim and the cabinet.

- d. Secure all loose material to prevent harborages (e.g., loose trim boards, loose hinges, uncaulked trim).
- e. Clear silicone must be used inside all cabinets/drawers and where cove base/baseboard meets floor.
- f. Paintable caulking must be used where cabinets meet wall and where cove base/baseboard meets wall.
- g. All caulking color should match surrounding surface.
- h. Any voids larger than ¼" cannot be caulked, additional support is needed, examples:
 - i. ¼" round wood trim
 - ii. Luan board
 - iii. Expandable foam
 - iv. Expanded foam must be trimmed or sanded
 - v. Various types of wood trim
 - vi. Heat tape (range hoods).

S. Painting/Preparation and Finishing

1. Remove all hangers, hooks, nails, tape, contact paper, wallpaper, borders etc.
2. Take out any obvious imperfections in wall or ceilings.
3. Take out imperfections around fixtures of any sort and outlets.
4. DO NOT PAINT electrical fixtures, switches, outlets, cover plates, sprinkler heads, and escutcheon plates.
5. Remove debris and dust from within the heater registers and ductwork.
6. Use caulk where needed on counter tops, window frames, door frames, kitchen cabinet etc.
7. Inspect entire unit before you request approval for painting.

T. Painting

1. All painted surfaces will be repainted to provide a uniform finish and shall be free from runs. Work shall be performed in accordance with all the manufacturer's recommendations. The Contractor will be responsible for correcting at his/her expense any work not accepted by the Authority Staff.
2. Contractor shall scrape off all flaking and/or loose paint from ceiling, walls and trim, interior and exterior doors, and exterior windowsill surfaces. Where chipped paint exists, sanding will be performed by use of various grades of sandpaper to featheredge chipped areas to allow a smooth flow of paint and prevent further chipping.

3. Contractor shall perform surface preparation throughout unit on all walls and surfaces requiring painting for the application of paint; surfaces shall be prepared to be consistent with the existing surface. Contractor will paint the unit in accordance with the terms of this proposal and scope of work.
4. All nails, screws, brackets, debris, etc., shall be removed. All holes in the walls, ceilings, doors, trim, etc., as well as cracks, will be properly filled, floated or caulked flush with existing surface. Finish will match all other existing finish work.
5. All doors and window trim must be painted. DO NOT PAINT BUSTED DOORS. Busted doors must be replaced, previously described. Doors include but are not limited to interior, exterior, and screen doors.
6. Each unit shall include a painted accent wall in the living room.
7. If range hoods are currently painted, and range hood paint is peeling, flaking or bubbling, paint with heat-retardant paint, or replace range hood. DO NOT paint range hoods if not currently painted. Touch up any nicks or scrapes to appliances with appliance paint.
8. DO NOT paint electric boxes, breaker boxes, or cover plates unless previously painted.
9. Properly use drop cloths. Improper use could lead to termination of the contract and you will also be held liable for costs to restore floors, stairs, hardwood floors, VCT tile, ceramic tile, etc. Properly clean paint equipment and wall repair materials. Do not clean paint equipment in units. Protect all drains from clogging. Contractor may be held accountable for plumbing costs incurred due to Contractor's actions. DO NOT dispose of paint in trash chutes.

PART 4 JANITORIAL

4.1 ALL UNIT/UNITS (EXCEPT AS NOTED)

A. Bathroom(s)

1. Clean ceramic tile walls and grout.
2. Clean ceramic tile floors and grout where applicable.
3. Clean and disinfect all bathroom fixtures including but not limited to: faucets, sink, toilet, bathtub, grab bars, knobs, medicine cabinet.

B. VCT Floors

1. Stripping Floors:
 - a. Use buffer to strip tile floors.

- b. Clean all corners under and/or around heat registers and vents.
- c. Clean baseboards and cove base.

2. Sealing/Waxing:

- 3. Provide two coats of sealer and two coats of wax to the floors.

C. Carpet

- 1. Contractor shall furnish necessary equipment and materials/supplies to perform any carpet cleaning.
- 2. Contractor shall vacuum carpets both prior to and after cleaning carpets.
- 3. Carpet cleaning includes, but is not limited to, cleaning the carpet, spot treatment, moving furniture (if applicable), stain removal and carpet stretching (if required due to the water).

D. Wood floor

- 1. Clean wood floors and apply polyurethane.

E. Light Fixtures and Globes/Shades

- 1. Clean all light fixtures, light globes/shades, etc.

F. Windows/Frames and Doors/Frames

- 1. Clean all windows and frames.
- 2. Clean all doors and frame.

G. Kitchen

- 1. Stove
 - a. Clean the outside of the stove with degreasing soap or all-purpose cleaner.
 - b. Use the degreaser or all-purpose cleaner on the knobs and handles as well.
 - c. Use oven cleaner for the inside of oven door, inside of broiler, the pan and the oven interior.
 - d. Clean drip pans and vent filters
 - e. Clean range hood.
- 2. Walls
 - a. Kitchen walls must be cleaned for excessive smoke or grease damage. The area behind the range must be cleaned as well.
- 3. Refrigerator
 - a. Contractor shall defrost, clean and dry refrigerator.
 - b. Clean refrigerator using an all-purpose cleaner or any other cleaner that does not harm coating or gaskets.
 - c. Clean excess dust from bottom and rear coil of refrigerator.
- 4. Cabinets/Sinks/Countertops

- a. Clean all cabinets inside and outside.
 - b. Clean sink and countertops.
 - c. Cabinets, drawers and hinges shall be cleaned and free of debris.
5. Miscellaneous
- a. Clean the outside of water heater.
 - b. Contractors must ensure that units with basements are cleaned.
 - c. Pressure wash garages, both interior and exterior.

4.2 PROTECTION AND CAUTIONS

- A. Protect all adjacent surfaces or finishes during all work. Restore affected surfaces if damaged during construction.
- B. CMHA does not furnish janitorial supplies. However, the contractor is encouraged to contact the CMHA Materials Controls Department or Field Representative to get a list of janitorial products commonly used by CMHA.
- C. The contractor is responsible for all trash and debris in the units, and in the front, sides and rear yards.

END OF SECTION



WAGE DETERMINATION

CLAUSES

- 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:

- Appointment of Paymaster
- Equal Employment Opportunity Affirmative Action Policy Statement (*EEOAAPS*)
- Equal Employment Opportunity Compliance Certificate (*EEOCC*)
- Letter of Understanding
- General and Subcontractors form (*if applicable*)
- Employment Utilization Report (*upon completion*)
- Section 3 Form (*if applicable*)
- 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
 - Contract's Signature Certifying Payroll

Signature / Date

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

Superseded General Decision Number: OH20220010

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: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:

Executive Order 14026 generally applies to the contract.
The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:

Executive Order 13658 generally applies to the contract.
The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

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

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

Modification Number	Publication Date
0	01/06/2023
1	04/14/2023

2 06/30/2023
3 08/04/2023

BROH0018-007 06/01/2022

	Rates	Fringes
BRICKLAYER.....	\$31.87	16.39

ELEC0212-004 06/06/2022

	Rates	Fringes
ELECTRICIAN.....	\$33.29	21.15

ENGI0018-027 05/01/2019

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Bulldozer).....	\$37.02	15.20

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 05/01/2019

	Rates	Fringes
PAINTER (Brush and Roller).....	\$23.91	16.55

PLAS0109-006 05/01/2018

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$28.86	17.11

SFOH0669-007 04/01/2023

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$43.08	26.91

* SHEE0033-016 06/01/2023

	Rates	Fringes
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$21.62	10.72

SUOH2012-009 07/20/2012

	Rates	Fringes
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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 <https://www.dol.gov/agencies/whd/government-contracts>.

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

National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

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

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

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

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

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

END OF GENERAL DECISIO"

Sol # 2023-3019

SCOPE OF WORK

No.	Location	Category	Item Description	Provide product below or as approved equal	Notes
THE SCOPE OF WORK BELOW APPLIES TO BOTH UNITS					
3364 is a 2 bedroom unit and 3366 is a 3 bedroom unit					
1	All Closets	Doors	Replace existing doors with new solid core wood door.		
2	All Closets	Doors	Install new door hardware with satin stainless.		
3	All Closets	Equipment	Replace in kind all clothes rods and shelving		
4	Bathroom	Flooring	Replace existing wall tiles with new ceramic tile, including base.	Daltile Articulo ar09 "Column Grey" 12" x 24" or equal	
5	Bathroom	Plumbing	Provide all related plumbing work needed to install equipments to be replaced, including fittings and Flash Rough in Valve by American Standard.		
6	Bathroom	Equipment	Replace bathtub, to include surround and faucets:	Aquatic or equal approved. Model 2603 TRIO (includes surround). Or equal	
7	Bathroom	Equipment	Bathtub Faucet	Faucet by: AmericanStandard or equal approved Commercial Shower System Trim Kit for Flash Rough Shower Valve 1.5 GPM with Hand Shower and Diveter Tub Spout Model Number: TU662.215 or equal	
8	Bathroom	Equipment	Install curtain rod and hooks by Moen		
9	Bathroom	Equipment	Replace Vanity with new vanity, sink and fixtures:	Vanity Brand: Smart Cabinetry or approved equal. Construction: Ultimate Construction: 1/2" Plywood Construction with 2"x6" ACQ pressure treated solid lumber base perimeter touching the floor, laminate interior, and matching exterior. 1/2" plywood sink base floors with 3/4" or equal	
10	Bathroom	Equipment	Replace Cabinet Sink	Model: Caila Color: Solid White. Or equal	
11	Bathroom	Equipment	Replace cabinet sink faucet	American Standard. Or equal Include all related plumbing work and fittings.	Specify Model
12	Bathroom	Fixture	Replace toilet paper holder		
13	Bathroom	Fixture	Replace towel racks		
14	Bathroom	Equipment	Replace medicine cabinet (in kind)		
15	Bathroom	Equipment	Replace Toilet	American Standard, Cadet 3 Right Height 2-piece 1.28 Single Flush Round Toilet, White or equal	
16	Bathroom	Electrical	Replace electrical GFCI outlet and cover in bathroom		
17	Bedrooms	Doors	Replace existing door with new solid core wood door.		
18	Bedrooms	Doors	Install new door hardware with satin stainless.		
19	Exterior Entryways	Doors	Replace both (2) entrance screen doors and door closers. Replace in kind. Ensure proper operation of both screen doors.		
	Exterior Entryways	Doors	Replace both front and back entry doors. Doors to have a one-hour fire rating.		
20	Kitchen	Flooring	Replace existng vinyl base boards in kitchen. Cove bases to be glue down continuous from a roll.	Rubber Wall Base: RB-1 Armstrong #69 "Light Gray". Or equal	
21	Kitchen	Cabinetry	Install new kitchen cabinets, and countertop . Configuration and dimentions will remain the same.	Brand: Smart Cabinetry, Construction: Ultimate Construction: 1/2" Plywood Construction with 2"x6" ACQ pressure treated solid lumber base perimeter touching the floor, laminate interior, and matching exterior. 1/2" plywood sink base floors with 3/4" plywood shelving. Includes plywood drawer bottom. Or equal Laminate countertop colors to be submitted to be chosen by CMHA Drawers: Solid Wood Dovetail Drawers Drawer Glides: Captive Roller (75lbs) Epoxy-coated, full extention Door Hinges: 6-Way adjustable self-close hinges Door Style: Rockport Maple, Standard overlay with Pull Handles Stainless	
23	Kitchen	Equipment	Install new Electric Range. Replace L shaped corner stainless backsplash.	GE 30" Free-Standing Electric Range Model: JBS160DMWW Color: White or equal	
24	Kitchen	Equipment	Install new Range Hood	GE Standard Range Hood Model: JV338HWW Color: White or equal	
25	Kitchen	Equipment	Install new Refrigerator	GE Energy Star 16.6 Cu. Ft. Top-Freezer Refrigerator Model: GTE17GTNRWW Color: White or equal	
29	Kitchen	Equipment	Install new Kitchen Sink	Sink: Elkay Celebrity Stainless Steel 33" x 22" x 7" Equal Double Bowl Top Mount Sink Model CR3322 or equal	

