

**ATTACHMENT C:  
SMALL PURCHASE CONTRACT GENERAL TERMS AND CONDITIONS**

**1. ORDER OF PRECEDENCE**

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

- a) Applicable Federal and State of Ohio statutes and regulations
- b) The Contract Acceptance and Award including Attachments
- c) Contractor's Response subject to any limitations set forth in this Agreement
- d) Contractor form of Agreement, if applicable
- e) Other Documents incorporated by reference (if applicable)

**2. INDEMNIFICATION**

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

**3. INSURANCE REQUIREMENTS**

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

- a) Workers' Compensation Insurance as required by state statute and Employer's Liability Insurance covering all of Contractor's employees acting within the course and scope of this Contract.
- b) Commercial General Liability Insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:
  - a. \$1,000,000 each occurrence;
  - b. \$1,000,000 general aggregate;
  - c. \$N/A products and completed operations aggregate; and
  - d. \$50,000 damage to premises and fire damage; and
  - e. \$5,000 medical expenses for any one person.

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

- c) Professional liability and/or "errors and omissions" coverage with minimum limits as follows:
  - a. \$1,000,000 each occurrence;

- b. \$1,000,000 general aggregate.

If any aggregate limit is reduced below \$1,000,000 because of claims made or paid, the Contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish to TPS/CMHA a certificate of insurance showing compliance with this provision. This coverage is required for vendors who render observational services to TPS/CMHA such as appraisers, inspectors, attorneys, engineers, or consultants. Additional insured endorsement and waiver of subrogation endorsement are not applicable and do not need to be added. Additionally, TPS/CMHA does not need to be listed as a certificate holder.

- d) Automobile Liability Insurance with TPS/CMHA named as an additional insured and as the Certificate Holder with minimum limits as follows: \$1,000,000 combined single limit; \$50,000/\$100,000 for vehicles utilized during the contract if such vehicles are not owned by the Contractor or any agent, owner, or employee of the Contractor (i.e., rental vehicles); \$5,000 medical pay.

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

The Insurance shall contain provisions preventing cancellation or non-renewal without at least 30 day's notice to TPS/CMHA and stating that the carrier will waive all rights of recovery, under subrogation or otherwise, against TPS/CMHA, its office, agents, employees or Board of Commissioners.

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

#### 4. GOVERNING LAW

This Contract must be governed and construed exclusively by its terms and by the laws of the State of Ohio and any suit filed to enforce any term of this Contract shall be filed only in a court of competent jurisdiction in Hamilton County, Ohio.

#### 5. ASSIGNABILITY

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

#### 6. SEVERABILITY

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

#### 7. FORCE MAJEUR

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

#### 8. AMENDMENTS/MODIFICATIONS

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

## 9. WAIVERS

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

## 10. HEADINGS

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

## 11. NONDISCRIMINATION

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

Further, Contractor agrees to both of the following:

- a) That, in the hiring of employees for the performance of work under the contract or any subcontract, no contractor or subcontractor, by reason of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Ohio Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the contract relates;
- b) That no contractor, subcontractor, or person acting on behalf of any contractor or subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Ohio Revised Code, national origin, or ancestry.

## 12. PRIVACY

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

## 13. PUBLICITY

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

## 14. CONFLICTS OF INTEREST

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

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

## 15. CONTRACTOR'S STATUS

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

#### 16. LIENS

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

#### 17. WARRANTIES

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

#### 18. IDENTIFICATION

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

#### 19. EXECUTIVE REVIEW

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

#### 20. COMPENSATION AND PAYMENT

TPS/CMHA will pay Contractor within approximately 30 days of receipt of properly completed invoices or acceptance of deliverable, whichever is later. If a performance standard is not met, the invoice must reflect the appropriate deduction(s).

- a) Contractor shall not perform any services without a Purchase Order or a Purchase Order Number. If Contractor performs services without a Purchase Order or with a Purchase Order with an insufficient balance to cover the services, TPS/CMHA shall not be required to pay Contractor for those services or materials.
- b) Invoices shall be submitted via VendorCafe after the Purchase Order has been received.
- c) All Invoices must include the date service was provided in the description of the service. Invoices shall not be backdated; the date on the invoice shall match the date the invoice is submitted to TPS/CMHA or the date the invoice is placed in the mail. Invoices which are not dated in accordance with this section will be rejected and the Contractor will need to submit a revised invoice to receive payment.
- d) All invoices must be submitted within 14 days for services performed. No Contractor may invoice for services not rendered. Contractors violating this section may be terminated.
- e) TPS/CMHA will not pay invoices until services are fully completed as scheduled.
- f) Payment shall be contingent upon review and acceptance of the Contractor's Deliverables by TPS/CMHA. TPS/CMHA may, in its sole discretion, withhold payments claimed by Contractor for services rendered if Contractor fails to satisfactorily comply with any term or condition of this Contract.
- g) For services provided at a TPS/CMHA property, Contractor(s) shall only invoice TPS/CMHA for the time spent on the property. TPS/CMHA shall not pay for time spent in route or traveling to acquire parts/supplies.

Where union agreements require that technicians be paid from when they leave home for emergency work, TPS/CMHA will pay for travel time not to exceed thirty minutes. It is the responsibility of the technician and/or contractor to correctly track and document the time in an accurate invoice to TPS/CMHA.

Invoices shall show arrival and departure times to and from the property of all Contactors and employees responding for service.

Contractor(s) shall minimize overstaffing for minor repairs. If Contractor is found to be overstaffing for repairs, based upon customary trade practices, TPS/CMHA reserves the right to only pay for customary trade practices.

TPS/CMHA shall not be responsible for trip charges and/or service charges.

## 21. TAXES

All persons doing business with TPS are hereby made aware that TPS is exempt from paying Ohio State Sales and Use Taxes and Federal Excise Taxes as set forth in state and federal laws. A letter of Tax Exemption will be provided upon request. Although TPS is tax exempt, some properties that TPS manages are not. Please see the table below for the tax status of each property.

<b>PROPERTY</b>	<b>ADDRESS</b>	<b>TAX STATUS</b>
Springdale Senior Limited Partnership (Baldwin Grove)	11111 Springfield Pike Cincinnati, OH 45246	Taxable
Reserve on South Martin, LP	7363 S. Martin Street Cincinnati, OH 45231	Taxable
Touchstone Property Services, Inc.	1088 W. Liberty Street Cincinnati, OH 45214	Non-Taxable
Cary Crossing, LLC	1411 Compton Road Cincinnati, OH 45231	Taxable
West Union Square, LLC	2942 Banning Road Cincinnati, OH 45239	Taxable
Sutter View, LLC	1754 Beecker Lane Cincinnati, OH 45225	Taxable
Park Eden Evanston, LLC (dba The Evanston)	1820 Rutland Avenue Cincinnati, OH 45207	Non-Taxable
Hamilton County Affordable Housing	1088 W. Liberty Street Cincinnati, OH 45214	Non-Taxable
City West Retail	1088 W. Liberty Street Cincinnati, OH 45214	Non-Taxable
Park Eden Apartments, LLC	2610 Park Avenue Cincinnati, OH 45206	Taxable
Pinecrest RAD, LLC	3951 W. 8 <sup>th</sup> Street Cincinnati, OH 45205	Taxable
Marianna Terrace, LLC	1700 Wabash Avenue Cincinnati, OH 45215	Taxable
Horizon Hills, LLC	1003 Grand Avenue Cincinnati, OH 45204	Non-Taxable

## 22. CRIMINAL HISTORY CHECKS AND DRUG SCREENING TESTS

Contractor shall perform national criminal history checks for Ohio, Indiana, and Kentucky, and 10-panel drug screening tests on all prospective employees performing work under this contract and provide summaries of the results to TPS/CMHA upon request, at the sole expense of the Contractor. For the purposes of this section, the term “employees” includes contractor. Prospective employees whose criminal history check discloses a misdemeanor or felony involving crimes of moral turpitude, sexual assault or harm to persons or property will not be employed to perform work under this contract. Contractor is required to perform drug screening of all employees and to ensure acceptable test results. Criminal history and drug screening checks will be completed at the sole expense of the contractor. Any employee of the Contractor suspected of being under the influence of drugs and or alcohol will be reported to TPS/CMHA’s Compliance and Safety Operations Department and/or other local law enforcement. If the employee is determined to be under the influence of drugs or alcohol in any form or manner, or believed by proper authority to be dealing in illicit sale of alcohol or drugs they will be removed and shall not be allowed to return to any job site on TPS/CMHA’s property. The Contractor’s contract may be suspended and/or terminated should such a situation occur or if the Contractor fails to submit results pursuant to this section.

Local union drug testing cards are acceptable as long as the strictest of the requirements of this RFP and local union requirements are met. However, the Contractor remains responsible for monitoring that drug testing is being completed and ensuring acceptable results.

## 23. INVOICE REVIEWS

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

## 24. TRASH DISPOSAL

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

## 25. SAFETY

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

- a) The contractor and its employees shall at all times represent themselves in a courteous and professional manner. All posted driving and speed regulations shall be observed.
- b) The contractor shall be responsible for notifying TPS/CMHA immediately of any damages (i.e. fire, container leaking) deemed to be a health or safety hazard whether the damage is caused by the contractor or other means.

## 26. DAMAGE

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

## 27. CHANGE IN PERSONNEL

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

Contractor's personnel shall be neat and conduct all work in a professional and efficient manner. If any employee of Contractor is deemed unacceptable by TPS/CMHA, Contractor shall immediately replace such personnel with an acceptable substitute to TPS/CMHA.

Contractor(s) shall inform TPS/CMHA Procurement within two (2) working days of any change in contact information, including but not limited to contact personnel, mailing address, physical address, phone numbers and email addresses.

Unauthorized Sub-Contracting Prohibited: The Contractor shall not assign any right, nor delegate any duty for the work proposed pursuant to this contract if awarded (including, but not limited to, selling or transferring the contract) without the prior written consent of the PO. Any purported assignment of interest or delegation of duty, without the prior written consent of the PO shall be void and may result in the cancellation of the contract with TPS/CMHA, or may result in the full or partial forfeiture of funds paid to the successful proposer as a result of the proposed contract; either as determined by the PO.

## 28. EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS.

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

## 29. 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.

## 30. CONSERVATION OF UTILITIES

The Contractor shall practice utility conservation in all TPS/CMHA facilities. The Contractor shall be responsible for operating under conditions, which preclude the waste of utilities, which shall include:

- Lights shall be used only in areas where and when work is actually being performed.
- Water faucets or valves shall be turned off after the required usage has been accomplished.
- Mechanical equipment controls for heating, ventilation, and air conditioning systems shall not be adjusted by the Contractor or by Contractor's employees.

## 31. 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.

### 32. RIGHTS IN DATA (OWNERSHIP AND PROPRIETARY INTEREST)

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

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

### 33. TERMINATION FOR CAUSE AND FOR CONVENIENCE

- a) TPS/CMHA may terminate this contract in whole, or from time to time in part, for TPS/CMHA's convenience, whenever TPS/CMHA determines that such termination is in its best interest, or the failure of the Contractor to fulfill the contract obligations (cause/default). TPS/CMHA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent to which the performance of the work under this Contract is terminated, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to TPS/CMHA all information, reports, papers, and other materials accumulated or generated in performing the contract, whether completed or in process.
- b) If the termination is for the convenience of TPS/CMHA or when TPS/CMHA determined that such termination is in its best interest, TPS/CMHA shall be liable only for payment for services rendered before the effective date of the termination.
- c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (cause/default), TPS/CMHA may (1) require the Contractor to deliver to it, in the manner and to the extent directed by TPS/CMHA, any work described in the Notice of Termination including but not limited to all information, reports, papers, and other materials accumulated or generated in performing his contract whether completed or in progress; (2) take over the work and prosecute the same to completion by contract of otherwise, and the Contractor shall be liable for any additional cost incurred by TPS/CMHA; and (3) withhold any payments to the Contractor, for the purpose of set-off or partial payment, as the case may be, of amounts owned by TPS/CMHA by the Contractor. In the event of termination for cause/default, TPS/CMHA shall be liable to the Contractor for reasonable costs incurred by the Contractor before the effective date of the termination. Any dispute shall be decided by the Contracting Officer.

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

### 34. PATENT RIGHTS

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



# General Conditions for Non-Construction Contracts

## Section II – (With Maintenance Work)

### U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 3/31/2020)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

**Applicability. This form HUD-5370C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:**

- 1) Non-construction contracts (*without* maintenance) greater than \$100,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 905.200) greater than \$2,000 but not more than \$100,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$100,000 – use Sections I and II.

### Section II – Labor Standard Provisions for all Maintenance Contracts greater than \$2,000

#### 1. Minimum Wages

- (a) All maintenance laborers and mechanics employed under this Contract in the operation of the project(s) shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development which is attached hereto and made a part hereof. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. 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 classifications and wage rates approved by HUD under subparagraph 1(b), 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.
- (b) (i) Any class of laborers or mechanics 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 only when the following criteria have been met:
  - (1) The work to be performed by the classification required is not performed by a classification in the wage determination;
  - (2) The classification is utilized in the area by the industry; and
  - (3) The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) The wage rate determined pursuant to this paragraph 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.

#### 2. Withholding of funds

The Contracting Officer, upon his/her own action or upon request of HUD, shall withhold or cause to be withheld from the Contractor under this Contract or any other contract subject to HUD-determined wage rates, with the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor the full amount of wages required by this clause. In the event of failure to pay any laborer or mechanic employed under this Contract all or part of the wages required under this Contract, the Contracting Officer or HUD may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment or advance until such violations have ceased. The Public Housing Agency or HUD 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.

#### 3. Records

- (a) The Contractor and each subcontractor shall make and maintain for three (3) years from the completion of the work records containing the following for each laborer and mechanic:
  - (i) Name, address and Social Security Number;
  - (ii) Correct work classification or classifications;
  - (iii) Hourly rate or rates of monetary wages paid;
  - (iv) Rate or rates of any fringe benefits provided;
  - (v) Number of daily and weekly hours worked;
  - (vi) Gross wages earned;
  - (vii) Any deductions made; and
  - (viii) Actual wages paid.
- (b) The Contractor and each subcontractor shall make the records required under paragraph 3(a) available for inspection, copying, or transcription by authorized representatives of HUD or the HA and shall permit such representatives to interview employees during working hours on the job. If the Contractor or any subcontractor fails to make the required records 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.

#### 4. Apprentices and Trainees

- (a) Apprentices and trainees will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in:
  - (i) A bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration (ETA), 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/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; A

- (ii) a trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or
- (iii) A training/trainee program that has received prior approval by HUD.

- (b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.
- (c) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.
- (d) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.
- (e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**5. Disputes concerning labor standards**

- (a) Disputes arising out of the labor standards provisions contained in Section II of this form HUD-5370-C, other than those in Paragraph 6, shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and the HA, or HUD, or the employees or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this section may be initiated upon HUD's own motion, upon referral of the HA, or upon request of the Contractor or subcontractor(s).
  - (i) A Contractor and/or subcontractor or other interested party desiring reconsideration of findings of violation by the HA or HUD relating to the payment of straight-time prevailing wages or classification of work shall request such reconsideration by letter postmarked within 30 calendar days of the date of notice of findings issued by the HA or HUD. The request shall set

forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD). The HA or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.

- (b) Disputes arising out of the labor standards provisions of paragraph 6 shall not be subject to paragraph 5(a) of this form HUD-5370C. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this paragraph 5(b) include disputes between the Contractor (or any of its subcontractors) and the HA, HUD, the U.S. Department of Labor, or the employees or their representatives.

**6. Contract Work Hours and Safety Standards Act**

The provisions of this paragraph 6 are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" includes watchmen and guards.

- (a) **Overtime requirements.** No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the provisions set forth in paragraph 6(a), the Contractor and any

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subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to the District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions set forth in paragraph (a) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

- (c) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such Contract or any federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

## **7. Subcontracts**

The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this Section II 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 the provisions contained in these clauses.

## **8. 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, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.

<b>Agency:</b> Cincinnati Metropolitan Housing Authority 1627 Western Avenue Cincinnati, Ohio 45214	<b>Agency Contact:</b> (Person most familiar with the recommendation and its bases.) <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:20%;"><b>Name:</b></td> <td>Lisa Thomas/Janell Duncan</td> </tr> <tr> <td><b>Title:</b></td> <td>Director of HR/Procurement</td> </tr> <tr> <td><b>Telephone:</b></td> <td>513-977-5609/513-977-5865</td> </tr> <tr> <td><b>Email:</b></td> <td>lisa.thomas@cintimha.com/janell.duncan@cintimha.com</td> </tr> </table>	<b>Name:</b>	Lisa Thomas/Janell Duncan	<b>Title:</b>	Director of HR/Procurement	<b>Telephone:</b>	513-977-5609/513-977-5865	<b>Email:</b>	lisa.thomas@cintimha.com/janell.duncan@cintimha.com
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The following wage rates are recommended for maintenance laborers and mechanics engaged in the operation of the low-income or affordable housing developments of the above agency. I certify that this recommendation reflects the wage rates that prevail for maintenance work performed within the operating jurisdiction of this agency. Accordingly, I request that HUD issue the following wage rates for maintenance work performed beginning on: 7/1/2021 (insert agency fiscal year beginning date mm/dd/yyyy).

<b>Executive Director/Designee</b> (Type or print)  <b>Name:</b> Gregory D. Johnson  <b>Title:</b> Chief Executive Officer	<b>Signature</b> Gregory Johnson <small>Digitally signed by Gregory Johnson Date: 2021.09.07 11:33:56 -04'00'</small>  <b>Date:</b>
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Work Classification(s) / Job Title(s)	Hourly Wage Rates	
	Basic Wage	Fringe Benefits
Cement Finisher (Collective Bargaining Agreement effective until 09/25/21)	\$ 27.43	\$ 11.75
Painter (Collective Bargaining Agreement effective until 09/25/21)	\$ 29.58	\$ 12.12
Carpenter (Collective Bargaining Agreement effective until 09/25/21)	\$ 30.03	\$ 12.19
Electrician (Collective Bargaining Agreement effective until 09/25/21)	\$ 30.52	\$ 12.28
Glazier (Collective Bargaining Agreement effective until 09/25/21)	\$ 30.60	\$ 12.29
Plumber (Collective Bargaining Agreement effective until 09/25/21)	\$ 31.94	\$ 12.52
Master Plumber (Collective Bargaining Agreement effective until 09/25/21)	\$ 37.80	\$ 13.51
	\$	\$
	\$	\$

(Use additional sheets, if necessary.)

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<b>Agency:</b> Cincinnati Metropolitan Housing Authority 1627 Western Avenue Cincinnati, Ohio 45214	<b>Agency Contact:</b> (Person most familiar with the recommendation and its bases.) <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:20%;"><b>Name:</b></td> <td>Lisa Thomas/Janell Duncan</td> </tr> <tr> <td><b>Title:</b></td> <td>Director of HR/Procurement</td> </tr> <tr> <td><b>Telephone:</b></td> <td>513-977-5609/513-977-5865</td> </tr> <tr> <td><b>Email:</b></td> <td>lisa.thomas@cintimha.com/janell.duncan@cintimha.com</td> </tr> </table>	<b>Name:</b>	Lisa Thomas/Janell Duncan	<b>Title:</b>	Director of HR/Procurement	<b>Telephone:</b>	513-977-5609/513-977-5865	<b>Email:</b>	lisa.thomas@cintimha.com/janell.duncan@cintimha.com
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<b>Executive Director/Designee</b> (Type or print)  <b>Name:</b> Gregory D. Johnson  <b>Title:</b> Chief Executive Officer	<b>Signature</b> Digitally signed by Gregory Johnson Date: 2021.09.07 11:34:06 -04'00'  <b>Date:</b>
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Work Classification(s) / Job Title(s)	Hourly Wage Rates	
	Basic Wage	Fringe Benefits
Exterminator I (\$16.84 effective 01/01/22 - 12/31/22)	\$ 16.51	\$ 9.90
Grounds Specialist (\$16.84 effective 01/01/22 - 12/31/22)	\$ 16.51	\$ 9.90
Maintenance Aide (\$16.84 effective 01/01/22 - 12/31/22)	\$ 16.51	\$ 9.90
Exterminator II (\$19.45 effective 01/01/22 - 12/31/22)	\$ 19.06	\$ 10.34
General Maintenance Worker (\$19.45 effective 01/01/22 - 12/31/22)	\$ 19.06	\$ 10.34
Locksmith (\$24.15 effective 01/01/22 - 12/31/22)	\$ 23.67	\$ 11.12
Senior Maintenance Worker (\$24.15 effective 01/01/22 - 12/31/22)	\$ 23.67	\$ 11.12
	\$	\$
	\$	\$

(Use additional sheets, if necessary.)

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<b>Executive Director/Designee</b> (Type or print)  <b>Name:</b> Gregory D. Johnson  <b>Title:</b> Chief Executive Officer	<b>Signature</b> Digitally signed by Gregory Johnson Date: 2021.09.07 11:34:14 -04'00'  <b>Date:</b>
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Work Classification(s) / Job Title(s)	Hourly Wage Rates	
	Basic Wage	Fringe Benefits
Lead HVAC Technician (\$32.76 effective 01/01/22 - 12/31/22)	\$ 32.13	\$
HVAC Technician (\$31.76 effective 01/01/22 - 12/31/22)	\$ 31.13	\$ 12.38
HVAC Trainee 1 (\$17.48 effective 01/01/22 - 12/31/22)	\$ 17.14	\$
HVAC Trainee 2 (\$20.31 effective 01/01/22 - 12/31/22)	\$ 19.91	\$
HVAC Trainee 3 (\$22.64 effective 01/01/22 - 12/31/22)	\$ 22.20	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$

(Use additional sheets, if necessary.)

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