

CONTRACT SPECIFICATIONS

HARRIET'S HOPE NEW BUILD

PREPARED FOR



COLUMBUS METROPOLITAN HOUSING AUTHORITY
COMMUNITY. COMMITMENT. COLLABORATION.

880 EAST ELEVENTH AVENUE • COLUMBUS, OHIO 43211-2771 • (614) 421-6000

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DOCUMENTS PREPARED BY

MOODY•NOLAN

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BID DATE

12 MAY 2022

CMHA CONTRACT SPECIFICATIONS

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NOTE TO ALL CONTRACTORS

1. CMHA has revised and updated its Front-End Documents & Bid Forms.

All contractors **MUST** read carefully and thoroughly, the revised and updated documents.

Any questions or needed assistance must be directed/to:

Chris Belcastro, Asst. VP of Design & Construction

Phone: (614) 421-6077 • Fax: (614) 421-8012

If not available call:

Mike Wagner, VP of Design & Construction

Phone: (614) 421-6102 • Fax: (614) 421-8012

2. **PRE-BID CONFERENCE**

Bidders are asked to attend the pre-bid conference on **Thursday, April 14, 2022 @ 11:00 a.m.** A Bidder not attending the pre-bid conference might not be considered as the BEST Bidder in the evaluation process of their bid. Furthermore, bidder agrees that any information revealed at the pre-bid conference shall be part of Bid Documents regardless of bidder attendance.

3. Included with its Bid Package, bidders are to submit documentation that establishes it has been licensed the by the Authority having jurisdiction on the project, to provide necessary construction services for this project. Should such work require a license, such license shall be in good order and maintained continuously for at lease one year prior to the bid opening.

Failure to provide such documentation may cause this bid to be **NON-RESPONSIVE**.

4. Responsive bids will be awarded to the lowest & best bid [i.e., the best bidder submitting the lowest bid].
5. Bid evaluation. Bids will be evaluated by CMHA and project Architect/Engineer to recommend to CMHA Board of Commissioners the lowest & best bid for contract award. Criteria for bid evaluation & selection (see Section B, Part III & IV, page B-13 thru B-20).

Main evaluation criteria:

- 1) Lowest & Best Bid.
 - 2) Pre-Bid attendance.
 - 3) At least One Year License to perform similar work in Columbus, Ohio.
 - 4) Bid package completeness.
 - 5) Bidder's construction experience (previous similar/compatible projects).
 - 6) Reference's recommendation.
 - 7) The financial condition of the bidder.
6. Contract Award is contingent on Columbus Metropolitan Housing Authority Board of Commissioners approval.
 7. Contractors to hold all pricing for 60 days.
 8. Project Duration - The Base Bid of this project must be complete within Three Hundred Sixty-Five (365) calendar days of receipt of the Notice to Proceed.
 9. Certified Payroll Electronic Submission. Each contractor and every lower-tier subcontractor and supplier may be required to submit certified payrolls and labor compliance documentation electronically at the discretion of and the manner specified by Columbus Metropolitan Housing Authority (CMHA).

Electronic submittal will be a web-based system, accessed on the World Wide Web by a web browser. Each contractor and subcontractor will be given a Log On identification and password to access CMHA's reporting system.

Use of the system may entail additional data entry of weekly payroll information including employee identification, labor classification, total hours worked, and hours worked on this project, wage and benefit rates paid, etc. The contractor's payroll and accounting software might be capable of generating a 'comma delimited file' that will interface with the software.

This requirement will be 'flowed down' to every lower-tier subcontractor and vendor required to provide labor compliance documentation.

For any wage not listed on Wage Determination attached to specifications during Bid Process, the bidder to assume \$30 per hour.

10. Builders Risk Insurance will be the financial responsibility of the contractor.

11. The project will require Green Certification:

☐ EGC

☒ LEED

☐ NONE

11. This project will require a Project Cost Certification post construction.

☒ YES

☐ NO

COLUMBUS METROPOLITAN HOUSING AUTHORITY

Contract Specifications for

HARRIET'S HOPE – NEW BUILD

1581 West Broad Street

Columbus, Ohio 43222

SECTION A

Invitation for Bids

SECTION A
INVITATION FOR BIDS

The **COLUMBUS METROPOLITAN HOUSING AUTHORITY (CMHA)** will receive bids from general contractors for the following project:

HARRIET'S HOPE – NEW BUILD

1581 West Broad Street • Columbus, Ohio 43222

SCOPE OF WORK: The scope of work consists of a new build, three-story, 52-unit multi-family residential facility, complete with furnishings in both the dwelling units and the offices and community spaces. In addition to the building components, there will be site work, including onsite parking, landscaping, a playground, and a security fence with an automatic gate surrounding the site.

Contractor MUST refer to the drawings and specifications per the bid package.

BID OPENING

Bids will be publicly opened on:

DATE:	Thursday, May 12, 2022
TIME:	11:00 a.m.
PLACE:	Columbus Metropolitan Housing Authority Virtual Bid Opening (via Zoom)
ATTN:	Chris Belcastro, Asst. VP of Design & Construction

At which time and place all bids will be publicly opened and read aloud. All bids must be submitted in a clearly labeled sealed envelope, attention to Mr. Mike Wagner, VP of Design & Construction. Bids submitted after the date and time designated shall not be opened and will be considered Non-Responsive.

Proposed forms of contract documents, including plans and specifications, are available at the addresses listed below. Subcontractors requiring drawings and specifications to be printed solely for their use may purchase such drawings and specifications at actual cost of reproduction, which cost is non-refundable. The responsibility for selecting the proper sheets for a given trade is that of the subcontractor.

THIS PROJECT REQUIRES CONSIDERABLE FIELD INVESTIGATION. BIDDERS SHOULD BEGIN IMMEDIATELY. INTERESTED CONTRACTORS ARE ASKED TO ATTEND THE PRE-BID MEETING. BIDDERS AGREE THAT ANY INFORMATION REVEALED OR DISCUSSED AT THE PRE-BID CONFERENCE SHALL BE PART OF THE BID DOCUMENTS REGARDLESS OF BIDDER ATTENDANCE.

A Pre-Bid Meeting and walkthrough are scheduled as follows:

DATE: Thursday, April 14, 2022
TIME: 11:00 a.m.
PLACE: Columbus Metropolitan Housing Authority
Virtual Pre-Bid Meeting (via Zoom)

Plans and specifications are available at the following locations, starting **Monday, April 4, 2022.**

DC Alpha Graphics (Printing Shop)
1254 Courtland Avenue
Columbus, Ohio 43201
Office: (614) 297-1200
Fax: (614) 297-1300
www.dcplanroom.com

Columbus Minority Business Development Center
1393 E. Broad Street
2nd Floor
Columbus, Ohio 43205

Copies of bidding documents may be obtained from the above printing shop upon receipt deposited in the form of a company check or money order in the amount of **\$50.00**, made payable to the **Columbus Metropolitan Housing Authority (contractor should put the project name on the check for reference)**. Documents will be forwarded shipping charges collect. Deposit will be refunded upon return of documents to the printing shop, in good condition and with shipping charges prepaid, within **14 calendar days** following the bid opening.

Note: No deposits will be refunded after **14 calendar days.**

BID BOND

A certified check or bank draft, payable to the Columbus Metropolitan Housing Authority, U.S. Government Bonds, **or a satisfactory bid bond** (contractor must use CMHA bid bond Form #4, included in this package) executed **by the bidder** and **acceptable sureties** in the amount equal to five percent **(5%)** of the bid, shall be submitted with each bid.

PERFORMANCE & PAYMENT BOND

The successful bidder will be required to furnish and pay for as Performance & Payment Bond:

- ☒ **A satisfactory 100% PERFORMANCE AND PAYMENT BOND OR BONDS. All bonds must be obtained from a surety firm that is listed in U.S. Treasury Circular Number 570. This is a mandatory requirement.**

EQUAL EMPLOYMENT OPPORTUNITY

Attention is called to the provisions for Equal Employment Opportunity. The successful bidder who is awarded the contract must ensure that all employees and applicants for employment are not discriminated against because of their race, creed, color, sex, or national origin as required by Executive Order 11246, as amended.

MINORITY BUSINESS ENTERPRISE PARTICIPATION REQUIREMENTS

CMHA projects have a minority business enterprise (MBE) participation goal of 20 percent dictated by the requirements of Executive Order 11625 and 12432, as amended, and 24 CFR 85.36(e). Contract award recipients are required to adhere to these requirements throughout the life of the project. These requirements apply to contractors, subcontractors and all contractors engaged on the project regardless of tier status.

Bidders must demonstrate efforts to achieve the MBE participation goal by submitting the required bid documents found in Section C – Bidding Documents. Failure to submit the documents with the bid package may constitute a non-responsive bid.

SECTION 3 REQUIREMENTS

All contract award recipients are required to comply with Section 3 of the U.S. Department of Housing and Urban Development (HUD) Act of 1968, as amended, 12 U.S.C. 1701u. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible – and consistent with existing Federal, State and local laws and regulations – be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns that provide economic opportunities to low- and very low-income persons.

CMHA projects must comply with Section 3 implementing requirements found at 24 CFR Part 75. The requirements state that best efforts must be made to provide contracting opportunities to Section 3 businesses and employment and training opportunities generated by the project to Section 3 workers. Contract award recipients must adhere to the requirements throughout the life of the project. Section 3 requirements apply to contractors, subcontractors, and all contractors engaged on the project regardless of tier status.

CMHA projects governed by the requirements of Section 3 have the following goals:

- **25 percent or more of the total number of labor hours worked by** all workers are worked by **Section 3 workers**
- **5 percent or more of the total number of labor hours worked by** all workers are worked by **Targeted Section 3 workers**

Bidders must demonstrate efforts to comply the Section 3 requirements and goals by submitting the required bid documents found in Section C – Bidding Documents. Failure to submit the documents with the bid package may constitute a non-responsive bid.

Monthly Reporting

All contract award recipients will be required to submit monthly reports documenting performance toward meeting the MBE and Section 3 requirements. Reports, instruction details and due dates will be provided during the project's pre-construction meeting. Failure to comply with the reporting requirements may result in a delay of contract draw payments.

WAGE RATES

The successful bidder and his/her subcontractors shall not pay less than the minimum salaries and wages as are set forth in the specifications for this project.

BID ACCEPTANCE & REJECTION

CMHA reserves the right to accept or reject any or all bids, in whole or in part, and to accept or reject any or all alternates. Contracts may be awarded to the “**LOWEST AND BEST BIDDER**” as determined in the discretion of CMHA.

Deviations from the bid instructions may result in the rejection of the bid as **non-responsive** if the deviation was material in the view of CMHA. Non-material deviations or minor irregularities that do not affect the bid amount or give the bidder a competitive advantage **may** be waived by CMHA or **cured** by the bidder, as determined by CMHA in its sole discretion.

In determining the “**BEST**” bidder CMHA will consider a variety of factors, including but not limited to the following:

- 1) The experience of the bidder in similar/compatible projects;
- 2) The financial condition of the bidder;
- 3) The conduct and performance of the bidder on previous projects;
- 4) The management skills of the bidder;
- 5) The ability of the bidder to execute the contract properly;
- 6) Contractor’s reference evaluation to contractor capabilities, management skills, quality of work, and performance.
- 7) Failure to perform properly, including failure to complete on time contracts of a similar nature.
- 8) Has neglected to timely pay bills or otherwise disregarded his/her obligations to subcontractors, materialmen, or employees.
- 9) Evidence of “Good Faith Efforts” made to assist CMHA in meeting and achieving its MBE participation goal on this project.

NOTE TO ALL CONTRACTORS

Contract award is contingent on Columbus Metropolitan Housing Authority Board of Commissioners approval.

BID WITHDRAWAL

No bidder shall be allowed to withdraw its bid for a period of **60 DAYS, SUBSEQUENT TO THE OPENING OF BIDS**, without the written consent of CMHA.

COLUMBUS METROPOLITAN HOUSING AUTHORITY

COLUMBUS METROPOLITAN HOUSING AUTHORITY

Contract Specifications for

HARRIET'S HOPE – NEW BUILD

1581 West Broad Street

Columbus, Ohio 43222

SECTION B

Instruction & Information for Bidders

Part I – General

Part II – Minority Business Enterprise Participation

Part III – Bid Evaluation & Contract Award Requirements

Part IV – Bid Evaluation Checklists

<p style="text-align: center;">PART I</p> <p style="text-align: center;">GENERAL</p>	
Project Name	Harriet's Hope
Scope of Work	New Build
Bid Opening Date	Thursday, May 12, 2022 @ 11:00 a.m. – Virtual Bid Opening (via Zoom)
Contractor's Name	

1. OWNER

- A. The Owner is Columbus Metropolitan Housing Authority (CMHA), 880 E. 11th Avenue, Columbus, Ohio 43211.
- B. Bidder shall inspect all Plans and Specifications and become familiar with the project site (*see the General Conditions for Construction Contracts, Section E, paragraph 7* **“SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK”**).

Each Bidder, by submitting a bid, represents that he/she has become familiar with site conditions and reviewed and fully understands the Contract Documents. Bidders are cautioned to verify that they have reviewed all pages of the plans and specifications and Addenda.

2. BID DOCUMENTS

- A. All bidders **MUST** submit **Section C. — ALL BID DOCUMENTS IN THIS PACKAGE MUST BE USED AND SUBMITTED, COMPLETE, SIGNED & NOTARIZED AS NEEDED.**
- B. The following bid documents (*included in Section C*) must be submitted:

Form #1	Addendum Form
Form #2	Form of Bid
Form #3	Form of Non-Collusive Affidavit
Form #4	Bid Bond (contractors <u>MUST</u> use attached form)
Form #5, 5A, 5B, 5C, 5D, 5E	Minority Business Enterprise (MBE) and Section 3 Participation
Form #6	Bidder Qualification Form
Form #7	Previous Similar Project References
Form #8	Financial Statements
Form #9	Certificate for Drug-Free Workplace

3. INTERPRETATIONS

No oral interpretation will be made to any bidder as to the meaning of the specifications and drawings. Every request for an interpretation shall be made in writing to the project Architect or Engineer. All inquiries **MUST** be received 5 days before the bid opening. Any inquiries received later will not be considered. Interpretations will be in the form of addenda, which will be on file in the office of the Columbus Metropolitan Housing Authority and the Architect at least three (3) days before bids are opened. In addition, addenda will be distributed to all Plan Holders by DC

Alpha Graphics Columbus, **but it shall be the bidder's responsibility to make inquiry as to addenda issued.** All such addenda shall become a part of the contract and all bidders shall be bound by such addenda, whether or not received by the bidders.

All bidders must acknowledge receiving the addenda by completing Bid Form #1 and attaching a copy of all addenda after Bid Form #1.

4. **UNIT PRICING**

Unit pricing (if any) requested on the bid form, will be used for future additions and/or deletions from the project documents. Unit pricing shall remain constant throughout the duration of the contract.

5. **ALTERNATES**

Alternates, if requested on the bid form, **MUST** be completed in order for the bid to be considered. If no change in the base bid is required, indicate **"No Change"** on the bid form for that Alternate. Failure to designate any Alternate as noted above may result in the bid being Non-Responsive.

6. **BID GUARANTEE**

The bid **MUST** be accompanied by a bid guarantee, which shall not be less than **FIVE PERCENT (5%) OF THE AMOUNT OF THE BID**, and at the option of the bidder may be any of the following:

- A. A certified check
- B. Bank draft
- C. U.S. Government Bonds at par value
- D. Bid bond secured by Surety Company
(Contractor must use the CMHA Bid Bond **Form #4**, included in this package)

Certified checks or bank drafts must be made payable to the order of **CMHA**. The bid guarantee shall insure the execution of the contract and the furnishing of performance and payment bonds by the successful bidder all as required by the specifications. The bid guarantee of unsuccessful bidders will be returned as soon as practicable after the bid award.

7. **NON-COLLUSIVE AFFIDAVIT**

Each person submitting a bid for any portion of the work contemplated by the bidding documents shall execute an affidavit, in the form provided by CMHA, to the effect that he/she has not colluded with any other person, for or corporation in regard to any bid submitted. Such affidavit shall be included in the bid package.

8. **EQUAL EMPLOYMENT OPPORTUNITY**

- A. Attention is called to the Equal Employment Opportunity provisions of the contract (paragraph 39 of the General Conditions) and the requirements for affirmative action by the contractor hereunder.
- B. Your attention is called to CMHA'S Minority and Female Business Enterprise Policy contained in this package.

- C. Certification of Non-Segregated Facilities must be submitted prior to the award of a federally assisted construction contract exceeding \$10,000, which is not exempt from the provisions of the Equal Opportunity Clause. Such a certification is printed on the bid form and is deemed executed by submission of the bid.
- D. The contractor must also provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause.

**NOTICE TO PROSPECTIVE SUBCONTRACTOR OF REQUIREMENT FOR
CERTIFICATIONS OF NON-SEGREGATED FACILITIES**

1. A certification of non-segregated facilities must be submitted prior to the award of a subcontract exceeding \$10,000, which is not exempt from the provisions of the Equal Opportunity Clause.
2. Contractors receiving subcontract awards exceeding \$10,000, which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontractors exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause.

- E. Certifications submitted by subcontractors shall be retained in the files of the prime contractor or subcontractor receiving the certification. Where the prime contractor or subcontractor does business with a concern on a continuing basis, a single certification may be submitted periodically, rather than with each transaction.

9. PRE-BID CONFERENCE

A pre-bid conference will be conducted by CMHA that will address the general requirements, scope of work, bidding requirements, bidding forms, technical specifications and answer any questions and concerns. CMHA will also discuss the Minority Business (MBE) Policy Plan and Section 3 compliance requirements as they are related to Executive Orders. **All bidders should attend the pre-bid conference, and must sign and register their company name, telephone/fax numbers, and email address in the Pre-Bid Sign-In Sheet.**

10. TIME FOR RECEIVING BIDS

- A. Bids received prior to the time of opening will be kept secure and unopened. The officer whose duty is to open them will decide when the specified time has arrived, **and no bid received thereafter will be considered.** No responsibility will attach to an officer for the premature opening of a bid not properly addressed and identified.

11. OPENING OF BIDS

- A. At the time and place fixed for the opening of bids, every bid received within the time fixed for receiving bids will be opened and publicly read aloud, irrespective of any irregularities therein. Bidders and other persons properly interested may be present, in person or by representative.

- B. CMHA will form a **Bid Documents Evaluation Committee** after the bid opening to review all bidders' submissions, qualifications, and all bid document forms listed above for completeness and evaluation. CMHA reserves the right to accept or reject any or all bids, in whole or in part, and to accept or reject any or all alternates. Contracts may be awarded to the **"LOWEST AND BEST BIDDER"** as determined in the discretion of CMHA.

Deviations from the bid instructions may result in the rejection of the bid as **non-responsive** if the deviation was material in the view of CMHA. Non-material deviations or minor irregularities that do not affect the bid amount or give the bidder a competitive advantage may be waived by CMHA or cured by the bidder, as determined by CMHA in its sole discretion.

In determining the **"BEST"** bidder CMHA may consider a variety of factors, including but not limited to the following:

- 1) The experience of the bidder in similar/compatible projects.
- 2) The financial condition of the bidder.
- 3) The conduct and performance of the bidder on previous projects.
- 4) The management skills of the bidder.
- 5) The ability of the bidder to execute the contract properly.
- 6) Contractor's reference evaluation to contractor capabilities, management skills, quality of work, and performance.
- 7) Failure to perform properly, including failure to complete on time contracts of a similar nature.
- 8) Has neglected to timely pay bills or otherwise disregarded his/her obligations to subcontractors, materialmen, or employees.
- 9) Evidence of "Good Faith Efforts" made to assist CMHA in meeting and achieving its MBE participation goal on this project.

- C. Any questions regarding these provisions are to be directed to:

Chris Belcastro, Asst. VP of Design & Construction
Columbus Metropolitan Housing Authority
880 East Eleventh Avenue • Columbus, Ohio 43211-2771
Phone: (614) 421-6077 • Fax: (614) 421-4516
Email: cbelcastro@cmhanet.com

If not available, contact:

Mike Wagner, VP of Design & Construction
Columbus Metropolitan Housing Authority
880 East Eleventh Avenue • Columbus, Ohio 43211-2771
Phone: (614) 421-6102 • Fax: (614) 421-4516
Email: mwagner@cmhanet.com

12. **WITHDRAWAL OF BIDS**

Bids may be withdrawn on written request dispatched by the bidder in time for delivery in the normal course of business **prior to the time fixed for opening**; provided that written confirmation of any withdrawal over the signature of the bidder is placed in the mail and post-marked prior to the time set for bid opening. Negligence on the part of the bidder in preparing his/her bid confers no right of withdrawal or modification or his/her bid after such bid has been opened.

13. EVALUATION OF BIDS

CMHA reserves the right to reject any or all bids if it believes that this rejection would be in its best interest of not awarding the contract. CMHA also reserves the right to waive any irregularity or informality in the submitted bids. It also reserves the right to accept any alternate, if any, before awarding the contract. Refer to Part III “Bid Evaluation & Contract Award Requirements”.

14. SERVICE OF PROTEST

Definitions *(as used in this provision)* — “**Interested Party**” means a bidder whose direct economic interest would be affected by the award of the contract. “**Protest**” means a written objection by an interested party to this solicitation.

While CMHA may elect to meet with an interested party that has properly served Notice of its protest, CMHA is under no obligation to conduct such a meeting and has no obligation to provide any additional Notice before awarding the contract.

Protests shall be served on the Contracting Officer by obtaining written and dated acknowledgement from:

Charles D. Hillman, President/CEO
Columbus Metropolitan Housing Authority
880 East Eleventh Avenue • Columbus, Ohio 43211-2771
Phone: (614) 421-6400

15. AWARD OF CONTRACT / REJECTION OF BIDS

- A. The contract will be awarded to the **Lowest & Best Bidder**, i.e., the **BEST** bidder submitting the **LOWEST** bid and complying with all conditions and requirements in this bid package, provided his/her bid is in the best interest of the Local Authority. The bidder to whom the award is made will be notified at the earliest practicable date. CMHA, however, reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest of CMHA.
- B. CMHA is prohibited from making any awards to contractors or accepting as subcontractors any individuals or firms, which are on a list of contractors’ ineligible to receive awards from the United States, as furnished from time to time by HUD. The current list of ineligible contractors is available for inspection by prospective bidders at www.epls.gov website.
- C. CMHA also reserves the right to reject the bid of any bidder who has previously failed to perform properly, or to complete on time contracts of a similar nature, who is not in a position to perform the contract, or who has habitually and without just cause neglected the payment of bills or otherwise disregarded his/her obligations to subcontractors, materialmen, or employees.
- D. The ability of a bidder to obtain a performance bond shall not be regarded as the sole test of such bidder’s competency or responsibility.
- E. CMHA reserves the right to award the contract to the bidder, if any, which CMHA determines in its discretion to be the **lowest and best** bidder. In the event that the bid form includes add/deduct alternates, CMHA will determine the lowest bidder on the basis of the aggregate of the base bid and any alternates awarded at the time of initial contract award, together with the bid quotes for those add/deduct alternates which CMHA determines to include in the contract at the time of contract award. Bidders should submit bid prices on all

requested items, including all add/deduct alternates; however, a bid which does not contain a bid price for one or more add/deduct alternates will be considered **non-responsive** only if CMHA determines, at the time of contract award, to include in the contract award the add/deduct alternates for which no bid price is quoted by the bidder in the bid.

- F. CMHA shall consider the criteria provide in this bid package when making the contract award. **THE OWNER IS NOT OBLIGATED TO ACCEPT THE LOWEST BID,** and specifically reserves the right to reject any or all bids, for any reason and whether within the estimate or not, if CMHA believes that it would not be in the best interest to award a contract to that bidder.
- G. Refer to Part III and IV for Bid Evaluation & Contract Award Checklists.
- H. **NOTE TO ALL CONTRACTORS**
Contract award is contingent on Columbus Metropolitan Housing Authority Board of Commissioners approval.

16. **PERFORMANCE AND PAYMENT BOND / EXECUTION OF CONTRACT**

- A. Having satisfied all conditions of award as set forth elsewhere in these documents, the successful bidder shall, **within fourteen (14) calendar days after the successfully bidders receives a signed copy of his/her contract, furnish bond/s in a penal sum of at least the full amount of the contract as awarded, in the form included in the specifications,** which secures the faithful performance of the contract, and for the payment of all persons, firms or corporations to whom the materials, tools, equipment, or services, of any nature, employed or used by him/her in performing the work. Such bond(s) shall bear the same date as or a date subsequent to that of the contract.
- B. CMHA will accept a 100% Performance and Payment Bond that is prepared and submitted with all necessary documentation, on the forms provided in this package.
- C. On each such bond the **rate of premium** shall be stated, together with the **total amount** of the premium charged. The current **power-of-attorney** for the person who signs for any surety company shall be attached to such bond.
- D. The failure of the successful bidder to execute such contract and to supply the required bonds within fourteen (14) calendar days after the prescribed forms are presented for signature, or within such extended periods CMHA may grant based upon reason determined adequate by CMHA, **shall constitute a default,** and CMHA may either award the contract to the next responsible bidder or re-advertise for bids, and may charge against the bidder the difference between the amount of the bid and the amount for which a contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid guaranty. Furthermore, should the successful bidder default on its obligation to execute the contract or supply the required bonds in the time frame provided, the bidder shall forfeit its certified check, bank draft, or bid bond, not as a penalty but as liquidated damages.

17. **PRE-CONSTRUCTION CONFERENCE**

Either before or soon after the actual award of the contract (but in any event prior to the start of construction), the contractor or his/her representative shall attend a Pre-Construction Conference with representatives of CMHA, and the Architect. The conference will serve to acquaint the participants with the general plan of contract administration and requirements under which the construction operation is to proceed, and will inform the contractor, in detail, of the obligations

imposed on him/her and his/her subcontractors by the Executive Orders concerning Equal Employment Opportunity. Labor provisions will also be covered.

The date, time and place of the conference will be furnished to the contractor by CMHA.

18. **BY SUBMITTING THIS BID THE BIDDER ACKNOWLEDGES THE FOLLOWING:**

- A. Bidder has given Architect written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Architect is acceptable to Bidder.
- B. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the work for which this bid is submitted.
- C. Bidder agrees that the work will be substantially completed and completed and ready for final payment in accordance with the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- D. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the work within the times specified above, which shall be stated in the Agreement.

19. **BID DOCUMENTS DEPOSIT REFUND**

Bid Documents deposit will be refunded to the contractor/subcontractor that requested the document by a company check or money order, upon return of the documents in good condition to the same location where the documents were distributed, within 14 days following the bid opening.

NO DEPOSIT WILL BE REFUNDED AFTER THE 14-DAY PERIOD
--

PART II MINORITY BUSINESS ENTERPRISE AND SECTION 3 PARTICIPATION REQUIREMENTS	
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Project Name	Harriet's Hope
Scope of Work	New Build
Bid Opening Date	Thursday, May 12, 2022 @ 11:00 a.m. – Virtual Bid Opening (via Zoom)
Contractor's Name	

MINORITY BUSINESS ENTERPRISE REQUIREMENTS

CMHA projects have a minority business enterprise (MBE) participation goal of 20 percent dictated by the requirements of Executive Order 11625 and 12432, as amended, and 24 CFR 85.36(e). This means the goal is to have 20 percent of the awarded construction bid amount awarded to MBE firms (contractors and/or suppliers).

Contract award recipients are required to adhere to these requirements throughout the life of the project. These requirements apply to contractors, subcontractors and all contractors engaged on the project regardless of tier status.

Contractors must be certified as a minority business enterprise by a CMHA approved certifying agency to receive credit toward the MBE goal. To receive a list of certified MBE firms, please contact:

Ohio Minority Supplier Development Council
 Chase Building
 100 E. Broad Street, Suite 2460
 Columbus, Ohio 43215
 Phone: (614) 225-6959
 Website: <http://ohiomsdc.org/>

The City of Columbus, Office of Diversity, and Inclusion
 1111 East Broad Street, Suite 203
 Columbus, Ohio 43205
 Phone: (614) 645-4764
 Fax: (614) 645-6669
 Website: <https://www.columbus.gov/odi/supplier-diversity/Business-Certifications>

The Ohio Department of Administrative Services Equal Opportunity Division
 4200 Surface Road
 Columbus, Ohio 43228
 Phone: 614-466-8380
 Fax: 614-728-5628
 Website: <https://eodreporting.oit.ohio.gov/mbe-certification>
 Email: das-eod@das.ohio.gov

SECTION 3 PARTICIPATION REQUIREMENTS

All contract award recipients are required to comply with the requirements of Section 3 of the U.S. Department of Housing and Urban Development (HUD) Act of 1968, as amended, 12 U.S.C. 1701u. Contract award recipients are required to adhere to these requirements throughout the life of the project. These requirements apply to contractors, subcontractors, and all contractors engaged on the project regardless of tier status.

The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible – and consistent with existing Federal, State, and local laws and regulations – be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns that provide economic opportunities to low- and very low-income persons.

CMHA projects must comply with Section 3 implementing requirements found at 24 CFR Part 75. Contract award recipients must adhere to the requirements throughout the life of the project. Section 3 requirements apply to contractors, subcontractors, and all contractors engaged on the project regardless of tier status.

Contracting

Section 3 requires that best efforts must be made to award contracts and subcontracts to business concerns (Section 3 businesses) that provide economic opportunities to Section 3 workers. **Section 3 businesses shall be extended preference in contracting, purchasing, and servicing activities in the following order of priority:**

1. Section 3 business concerns that provide economic opportunities for CMHA residents of the public housing property for which the assistance is provided.
2. Section 3 business concerns that provide economic opportunities for other CMHA residents or residents of Section 8-assisted housing managed by CMHA.
3. YouthBuild programs.
4. Section 3 business concerns that provide economic opportunities to Section 3 workers residing in Columbus, OH or Franklin County, OH.

What is a Section 3 business?

- A business concern meeting at least one of the following criteria, documented within the last six-month period:
 - Is at least 51 percent owned and controlled by low- or very low-income persons; or
 - Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
 - Is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing

Contractors must be certified as a Section 3 business to meet the contracting requirements. To receive a list of Section 3 businesses or to be certified as a Section 3 business, please contact:

Andrea Quinichett, Purchasing Manager
Columbus Metropolitan Housing Authority
880 East 11th Avenue | Columbus, Ohio 43211-2771
Phone: (614) 421-4434 | Fax: (614) 421-6271
Email: aquinichett@cmhanet.com

If not available, contact:

Margaret Welch, Construction Administrator
Columbus Metropolitan Housing Authority
880 East 11th Avenue | Columbus, Ohio 43211-2771
Phone: (614) 421-6100 | Fax: (614) 421-4516
Email: mwelch@cmhanet.com

Employment and Training

Section 3 requires that best efforts must be made to provide employment and training opportunities generated by the project to Section 3 workers. Bidders are required to provide a list of employment and training opportunities anticipated for the project's scope of work. Contract award recipients are required to communicate opportunities as they become available through the life of the project.

CMHA projects governed by the requirements of Section 3 have the following goals:

- **25 percent or more of the total number of labor hours worked by** all workers are worked by **Section 3 workers.**
- **5 percent or more of the total number of labor hours worked by** all workers are worked by **Targeted Section 3 workers.**

Bidders shall not fill new opportunities immediately before undertaking work to circumvent Section 3 requirements. **First consideration for employment or training opportunities shall be granted to Section 3 workers in the following order of priority:**

1. CMHA residents of the public housing property for which the public housing financial assistance is expended.
2. Residents of other CMHA properties or residents of Section 8-assisted housing managed by the CMHA.
3. Participants in a YouthBuild program.
4. Low- and very low-income persons residing in Columbus, OH or Franklin County, OH.

In all cases, a Section 3 worker must meet the minimum qualifications for any new opportunity. In no instance shall it be construed that preference is given to a Section 3 worker who does not meet the minimum qualifications.

Who is a Section 3 worker?

Any worker who currently fits or when hired within the past five years fit at least one of the following categories:

- Income for the previous or annualized calendar year is below the income limit established by HUD.
- Employed by a Section 3 business concern.
- A YouthBuild participant.

Who is a Targeted Section 3 worker?

A Targeted Section 3 worker is a Section 3 worker who is:

- Employed by a Section 3 business concern; or
- Currently fits or when hired fit at least one of the following categories, as documented within the past five years:
 - Resident of CMHA public housing or CMHA Section 8-assisted housing; or
 - Resident of other CMHA public housing properties or Section 8-assisted housing managed by CMHA; or
 - A YouthBuild participant

All workers working on a Section 3 project will be asked to provide information that determines status as a Section 3 worker and a Targeted Section 3 Worker. The information obtained will be used to document compliance performance against the Section 3 goals. Contract award recipients may be required to report on the number of new hires for the project.

All contract award recipients will be required to submit monthly reports documenting performance toward meeting the Section 3 goals. Reports, instruction details and due dates will be provided during the project's pre-construction meeting. Failure to comply with the monthly reporting requirements may result in a delay of contract draw payments.

Bidders must demonstrate efforts to comply the Section 3 requirements and goals by submitting the required bid documents found in Section C – Bidding Documents. Failure to submit the documents with the bid package may constitute a non-responsive bid.

Section 3 Clause

All contracts awarded for projects governed by Section 3 requirements must include the CMHA Section 3 Clause (page C24) and be among all binding contracts signed by award recipients, contractors, subcontractors, and all contractors engaged on the project regardless of tier status.

REQUIRED DOCUMENTS

The General Contractor shall provide documentation that the MBE and Section 3 requirements are met, and Good Faith Efforts performed to engage MBE and Section 3 businesses (contractors and/or suppliers) by submitting the following:

Bid Form No. 5: Documents the participation percentage amounts committed in the bid response.

Bid Form No. 5A: Itemizes all minority business enterprises and Section 3 businesses committed and included in the bid response. MBE and Section 3 businesses listed must be certified.

Bid Form No. 5B: Communicates the business percentage amount committed in the bid response that fails to meet the goal and documents reasons why the goal was not achieved.

Bid Form No. 5C: Documents the results of Good Faith Efforts related to contacting businesses when business participation requirements have not been achieved. CMHA has the right to contact all businesses listed for verification.

Good faith efforts that bidders may undertake to achieve business participation requirements are listed below (see also Page B-20, Good Faith Efforts Performed to Achieve Business

Participation Goals Checklist). Documentation and proof of efforts taken should be provided with the bid package.

Agency Outreach: Bidders should conduct an outreach to certified minority business enterprises and Section 3 businesses (contractors and suppliers) and request quotes for different portions of the work. See CMHA list of approved certifying agencies.

Advertisement: Bidders could advertise for different portions of the project scope in the general circulation paper, trade associations and minority focused media concerning subcontracting and supplier opportunities.

Placement and Recruiting Agencies: Bidders could contact MBE placement and recruiting agencies for MBE outreach and participation.

Other Good Faith Efforts: Bidders could perform the following:

- Request in writing a quote from minority business enterprises and Section 3 businesses for a defined and clear scope of work with adequate information on plans and specifications.
- Meet with minority business enterprises and Section 3 businesses to discuss available work and answer any questions.
- Negotiate in good faith quotes from interested minority business enterprises and Section 3 businesses, not rejecting contractors as unqualified without sound reasons.
- Where appropriate, breakout/adjust contract work items into economically feasible units to facilitate participation by minority business enterprises and Section 3 businesses

Bid Form No. 5D: Documents the project's total estimates for new employment and training opportunities identified by all contractors.

Bid Form No. 5E: Communicates the individual contractor estimates for new employment and training opportunities. This form must be completed by each contractor (all contractors regardless of MBE or Section 3 business status) included in the bid response.

Bidders are required to provide, within 14 calendar days from receiving an approved contract from CMHA, binding contracts with all minority business enterprise and Section 3 businesses on the project. Contracts shall show:

- Contract Date
- Project Name
- Scope of Work
- Total Contract Amount

<p style="text-align: center;">PART III</p> <p style="text-align: center;">BID EVALUATION & CONTRACT AWARD REQUIREMENTS</p>	
Project Name	Harriet's Hope
Scope of Work	New Build
Bid Opening Date	Thursday, May 12, 2022 @ 11:00 a.m. – Virtual Bid Opening (via Zoom)
Contractor's Name	

I. BID DOCUMENTS EVALUATION COMMITTEE

CMHA will form a **Bid Documents Evaluation Committee** after the Bid Opening to review:

- 1) Bid document forms completeness.
- 2) Bid requirements as listed in this package.
- 3) Bidder's qualifications.

The committee will evaluate each bid as per the Checklists attached in Part IV, Page B-17 to B-20, of this package and will recommend to the CMHA Board of Commissioners the Lowest & Best bid for contract award.

Note

- 1) Contract will be awarded to the **LOWEST & BEST BIDDER**, i.e., the Best bidder submitting the **LOWEST** bid.

II. CONTRACT AWARD REQUIREMENTS (SUMMARY)

A. Lowest Bid

B. Best Bid

Definitions:

- A. **Lowest bid:** The lowest bid amount of all bids submitted, including the base bid and all alternates (if any) as selected by the Owner.
- B. **Best bid:** Bid document forms completeness, bidder completed similar, compatible projects, and bidder references are satisfactory.

III. DETERMINATION OF THE BEST BIDDER

1) **Bid Package Requirements**

Contractor's bid package submitted must be:

- a. Sealed in an envelope.
- b. Envelope **MUST** be clearly labeled with the words:

BID DOCUMENTS ENCLOSED:

Bid package envelope must have the following information:

- 1) Project Name
- 2) Bidder's Name
- 3) Scope of Work
- 4) Date & Time of Bid Opening

See following sample:

<u>BID DOCUMENTS ENCLOSED</u>	
Project Name:	_____
Bidder's Name:	_____
Scope of Work:	_____ _____
Bid Opening Information:	Date: ____/____/____ Time: _____ a.m. p.m.

c. Contractor's Bid Package submitted must contain all eleven (11) bid forms:

- 1) All bids must be submitted on the forms provided by CMHA in this package.
- 2) All forms must be fully complete, signed and notarized as needed.
- 3) Bid forms must be put in order, stapled, bound, or in a 3-ring binder.

Note:

CMHA is not responsible for missing pages or bid forms.

2. **Number of Copies Submitted**

All bidders must submit **two copies** of their bid package, one original and one copy. Please identify the original document with the word "**ORIGINAL**".

3. **Attending the Pre-Bid Conference**

Bidders are recommended and encouraged to attend the Pre-Bid meeting and complete the pre-bid sign-in sheet at the pre-bid meeting and provide the following information: name of attendee, company name, telephone #, fax #, and email address.

4. **Proof of Being Licensed**

Contractor must provide and submit in the bid package, copies of proof of being licensed to work in Columbus, Ohio for similar work for at least a year prior to the bid opening.

5. **Bidder's Construction Experience**

CMHA will contact all contractor references listed for Previous Similar/Compatible Experience verification.

a. Contractor's references listed on Bid Form #7A must be:

- 1) Current
- 2) Reachable
- 3) Familiar with the contractor and the projects listed.

If references cannot be reached, or do not respond back in a timely manor (within 3 working days from message left), or unaware of the contractor's listed project, contractor bid may be considered **NON-RESPONSIVE**.

6. **References Recommendation**

Contractors without similar/comparable previous project and without good standing acknowledged by their references may be considered **Non-Responsive**.

7. **Financial Status**

Contractor must be financially capable of completing the project.

The bidders shall furnish the following financial data in order to comply with Item 1.07.B of the Special Conditions: The most recent **financial statement**, audited if available, including contractors latest balance sheet and income statement including but not limited to:

- a. Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory, and prepaid expenses)
- b. Net Fixed Assets
- c. Other Assets
- d. Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provisions for income taxes, advances, accrued salaries, and accrued payroll taxes)
- e. Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus, and retained earnings)
- f. Name of firm preparing financial statement and date thereof.

NOTE TO ALL CONTRACTORS

Contract award is contingent on Columbus Metropolitan Housing Authority Board of Commissioners approval.

PART IV EVALUATION & SCORING POINTS SUMMARY AND CHECKLIST FOR BID EVALUATION FORM FOR CONTRACT AWARD	
Project Name	Harriet's Hope
Scope of Work	New Build
Bid Opening Date	Thursday, May 12, 2022 @ 11:00 a.m. – Virtual Bid Opening (via Zoom)
Contractor's Name	

- A. 1. Pre-Bid Conference Attendance
 2. Contractor licensed to work in Columbus

Contractor attended Pre-Bid meeting and provided all required information. Y / N

Contractor provided proof for being licensed for One-Year previous to this bid to work in Columbus, Ohio. Y / N

PART IV EVALUATION & SCORING POINTS SUMMARY AND CHECKLIST FOR BID EVALUATION FORM FOR CONTRACT AWARD	
Project Name	Harriet's Hope
Scope of Work	New Build
Bid Opening Date	Thursday, May 12, 2022 @ 11:00 a.m. – Virtual Bid Opening (via Zoom)
Contractor's Name	

B. Bid Documents Evaluation

- | | | |
|---------------------------------|---|--------------------------|
| 1) Bid forms in bid package: | • 11 bid forms | <input type="checkbox"/> |
| 2) Bid forms used: | • All CMHA bid forms | <input type="checkbox"/> |
| 3) Bid forms completeness: | • All forms are filled & complete | <input type="checkbox"/> |
| | • All forms are signed | <input type="checkbox"/> |
| | • Forms are Notarized as needed | <input type="checkbox"/> |
| 4) Bid forms in bid package: | • Forms are in order | <input type="checkbox"/> |
| | • Packages stapled/bound/in 3-ring binder | <input type="checkbox"/> |
| 5) Number of copies submitted: | • 1 Original & 1 Copy | <input type="checkbox"/> |
| 6) Bid package: | • Sealed in an envelop | <input type="checkbox"/> |
| 7) Bid package envelop labeled: | • Marked " <u>Bid Documents Enclosed</u> " | <input type="checkbox"/> |
| | • Project name included | <input type="checkbox"/> |
| | • Contractor's name included | <input type="checkbox"/> |
| | • Scope of Work included | <input type="checkbox"/> |
| | • Bid Opening date included | <input type="checkbox"/> |
| | • Bid Opening time included | <input type="checkbox"/> |
| 8) Bid package time stamped: | • At CMHA front desk | <input type="checkbox"/> |

PART IV EVALUATION & SCORING POINTS SUMMARY AND CHECKLIST FOR BID EVALUATION FORM FOR CONTRACT AWARD	
Project Name	Harriet's Hope
Scope of Work	New Build
Bid Opening Date	Thursday, May 12, 2022 @ 11:00 a.m. – Virtual Bid Opening (via Zoom)
Contractor's Name	

C. **Contractor Similar/Compatible Previous Experience**

- | | <u>Check</u> |
|---|--------------------------|
| 1. At least 3 references of 4 are contacted. | <input type="checkbox"/> |
| 2. At least 3 references contacted are familiar with the contractor and project listed. | <input type="checkbox"/> |
| 3. References indicated that project listed is similar and compatible to project in bid. | <input type="checkbox"/> |
| 4. References indicated that the contractor's quality of work is acceptable and work in place was completed in accordance with drawing's specifications and applicable codes. | <input type="checkbox"/> |
| 5. References indicated that contractor completed project on time and within budget except for unforeseen change orders. | <input type="checkbox"/> |
| 6. References rated contractor as good with 7 out of 10 rate. | <input type="checkbox"/> |
| 7. References indicated that contractor field administration, management, and subcontractors are handled properly. | <input type="checkbox"/> |
| 8. References indicated that they would hire and work with contractor in future project. | <input type="checkbox"/> |

PART IV
EVALUATION & SCORING POINTS SUMMARY AND CHECKLIST
FOR BID EVALUATION FORM FOR CONTRACT AWARD

Project Name	Harriet's Hope
Scope of Work	New Build
Bid Opening Date	Thursday, May 12, 2022 @ 11:00 a.m. – Virtual Bid Opening (via Zoom)
Contractor's Name	

D. Contractor Contacted Reference Log Sheet

Reference Information

- Owner Name: _____
- Project Name: _____
- Location: _____
- Scope of Work: _____
- Contract Amount: _____
- Starting Date: _____
- Completion Date: _____
- Contact Person: _____
- Tel. #: _____
- Date Reference Contacted: _____ Time: _____ a.m.
p.m.
- Reference: Reached: ☐ Voicemail: ☐
Other: _____
- Reference: Called back on: ____/____/____ Time: _____ a.m.
p.m.
Did not call back within 3 working days: ☐

Criteria discussed with reference		Comments
a)	Reference familiar with contractor & project.	
b)	Project listed similar/compatible.	
c)	Contractor's quality, work in place & code.	
d)	Contractor completed project on time & within budget.	
e)	Reference rate for contractor out of 10.	
f)	Contractor, field administration, management, and subs.	
g)	Reference would hire contractor in future.	

PART IV

**EVALUATION & SCORING POINTS SUMMARY AND CHECKLIST
FOR BID EVALUATION FORM FOR CONTRACT AWARD**

Project Name	Harriet's Hope
Scope of Work	New Build
Bid Opening Date	Thursday, May 12, 2022 @ 11:00 a.m. – Virtual Bid Opening (via Zoom)
Contractor's Name	

E. Good Faith Efforts Performed to Achieve Business Participation Goals

- ☐ Bidder made efforts to contact minority business enterprises and Section 3 businesses as documented in Bid Form No. 5C. All contractors and/or suppliers listed are certified by one of the CMHA approved certifying agencies.
- ☐ Bidder contacted certifying agencies and conducted outreach to minority business enterprises and Section 3 businesses. Documentation attached.
- ☐ Bidder advertised for minority business enterprises and Section 3 businesses in general circulation paper, trade associations and minority focused media concerning subcontracting and supplier opportunities. Ads attached.
- ☐ Bidder contacted and/or used MBE placement and recruiting agencies. Documentation attached.
- ☐ Bidder requested in writing a quote from minority business enterprises and Section 3 businesses for a defined and clear scope of work with adequate information on plans and specifications.
- ☐ Bidder met with minority business enterprises and Section 3 businesses to discuss available work and answer any questions. Documentation attached.
- ☐ Bidder negotiated in good faith quotes from interested minority business enterprises and Section 3 businesses, not rejecting contractors as unqualified without sound reasons.
- ☐ Bidder adjusted contract work items into economically feasible units. Descriptions and breakout/adjustment documentation attached.

COLUMBUS METROPOLITAN HOUSING AUTHORITY

Contract Specifications for

HARRIET'S HOPE – NEW BUILD

1581 West Broad Street

Columbus, Ohio 43222

SECTION C

Bidding Documents

Bidding Forms	C1 – C35
Note to Contractors.....	C1
Project & Bidder Information	C2
Bid Form No. 1 – Addendum	C3
Bid Form No. 2 – Bid Form	C4 – C6
Bid Form No. 3 – Non-Collusive Affidavit Form	C7
Bid Form No. 4 – Bid Bond	C8 – C9
MBE and Section 3 Certification Forms.....	C10
Bid Form No. 5 – MBE and Section 3 Participation.....	C11 – C12
Bid Form No. 5A – MBE and Section 3 Subcontractor/Supplier Utilization Commitment...	C13 – C15
Bid Form No. 5B – MBE and Section 3 Business Commitment Statement.....	C16
Bid Form No. 5C – MBE and Section 3 Business Outreach “Good Faith Efforts”	C17 – C19
Documentation and Attachments of Good Faith Efforts	C20 – C21
Bid Form No. 5D – Section 3 Workforce Commitment Statement	C22
Bid Form No. 5E – Section 3 Workforce Commitment Statement for Contractors.....	C23 – C24
Section 3 Clause	C25
Bid Form No. 6 – Bidder’s Qualifications	C26 – C31
Bid Form No. 7 – Previous Similar Project References.....	C32
Bid Form No. 8 – Financial Statement / Contractor Forms.....	C33
Bid Form No. 9 – Certification for Drug-Free Workplace	C34
End of Bidding Documents.....	C35

YOUR BID MUST INCLUDE PAGE C1 THROUGH C-35

SECTION C — BIDDING DOCUMENTS

HARRIET'S HOPE — NEW BUILD —

BID DATE & TIME
Thursday, May 12, 2022 @ 11:00 A.M.

NOTE TO CONTRACTORS

- 1) PLEASE READ THOROUGHLY.
- 2) BID FORMS 1 THRU 9 MUST BE SUBMITTED IN YOUR BID PACKAGE.
- 3) CONTRACTOR MUST USE CMHA BID FORMS INCLUDED IN THIS PACKAGE.
- 4) ALL FORMS MUST BE COMPLETELY FILLED, SIGNED/NOTARIZED AS NEEDED.
- 5) PLEASE SUBMIT 1 ORIGINAL AND 1 COPY.
- 6) ALL PAGES MUST BE PUT IN ORDER.
- 7) ALL PAGES MUST BE STAPLED OR BOUND OR PUT IN A 3-RING BINDER.

- Contract will be awarded to the **BEST** bidder submitting the **LOWEST** bid.
- Please refer to Section B, Part III, Page B-14, and Checklists Section B, Part IV, A, B, C & D, Page B-17 to B-21.
- **NOTE TO ALL CONTRACTORS**
Contract award is contingent on Columbus Metropolitan Housing Authority Board of Commissioners approval.

SECTION C — BIDDING DOCUMENTS

PROJECT & BIDDER INFORMATION

ALL CONTRACTORS MUST COMPLETE AS NOTED

PROJECT INFORMATION

Project Name: _____

Project Address: _____

Project Scope of Work: _____

Bid Date & Time: _____

Bid Location: _____

BIDDER INFORMATION

Company Name: _____

Address: _____

Authorized Representative's Name: _____

Tel. #: _____ Fax #: _____

Email: _____

Company is (check all that apply) ☐ MBE ☐ Section 3 ☐ FBE

SECTION C – BIDDING DOCUMENTS

BID FORM No. 1 – Addendum

Project Name	Harrier's Hope
Scope of Work	New Build
Bid Date & Time	Thursday, May 12, 2022 @ 11:00 a.m. – Virtual Bid Opening (via Zoom)
Company Name	

- All contractors must record and acknowledge receipt of all Addenda issued for this project.
- Insert copy of all Addenda after this page.

ADDENDUM TITLE	DATE OF ADDENDUM	NUMBER OF PAGES
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____
9. _____	_____	_____
10. _____	_____	_____

Authorized Representative's Signature	Date
Print/Type — Authorized Representative Name	Print/Type — Authorized Representative's Title

SECTION C – BIDDING DOCUMENTS

BID FORM No. 2 – Bid Form

Project Name	Harrier's Hope
Scope of Work	New Build
Bid Date & Time	Thursday, May 12, 2022 @ 11:00 a.m. – Virtual Bid Opening (via Zoom)
Company Name	

1. The undersigned, having familiarized themselves with the local conditions affecting the cost of the work, and with the Plans and Specifications (including Invitation for Bids, Instructions to Bidders, this Bid Form, the form of Bid Bond, the form of Non-Collusive Affidavit, the form of Contract, and the form of Payment and Performance Bond or Bonds, the General Conditions, the Special Conditions, the General Scope of Work, the Technical Specifications and the Drawings) and Addenda, if any thereto as prepared by the Columbus Metropolitan Housing Authority and on file in the office of the same, hereby proposes to furnish all material, equipment, and perform all labor and services required to construct and complete the work.

- A. CONTRACTOR BASE BID:** Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Total Material, for the sum	_____	Dollars.....	(\$_____)
Total Labor, for the sum	_____	Dollars.....	(\$_____)
Emergency Responder Radio System. See Specification 28 50 00	_____	Dollars.....	(\$_____ \$60,000.00)
Graphics and Signage. See Specification 10 14 10 and 10 14 19. Work includes other developed consultant items to be determined	_____	Dollars.....	(\$_____ \$75,000.00)
Removed Foundations, Removed Soil and Engineered Fill. See Specification 01 22 00 Unit Prices. All quantities to fully documented and submitted	_____	Dollars.....	(\$_____ \$50,000.00)
TOTAL BASE BID AMOUNT	_____		(\$_____)
	(use words)		(figures)

B. UNIT PRICES

UNIT PRICE A: Existing Foundation Removal.

1. **Description:** Unit price is for complete existing foundation removal. Comply with specification 02 41 13 Site Demolition and Division 31.
2. **Unit Cost:** Include material and labor.
3. **Unit of Measure:** Cubic foot.
4. **Quantity of Work:** Complete removal, quantity unknown. See Allowance 01 21 13.

UNIT PRICE <u>Cost per Cubic Ft.</u>	_____	(\$_____)	(use words)	(figures)
--------------------------------------	-------	-----------	-------------	-----------

UNIT PRICE B: Existing Soil Removal.

1. **Description:** Unit price is for soil removal from related foundation removal work and unsuitable soils as determined by soils report. Comply with specification 02 41 13 Site Demolition, Division 31, and 00 31 32 Geotechnical Investigations Report. Base bid is for known soil quantities indicated including pavements.
2. **Unit Cost:** Include material and labor.
3. **Unit of Measure:** Cubic foot.
4. **Quantity of Work:** Complete removal, quantity unknown. See Allowance 01 21 13.

UNIT PRICE Cost per Cubic Ft. _____ (\$ _____)
(use words) (figures)

UNIT PRICE C: Engineered Fill.

1. **Description:** Unit price is for all new fill required from foundation and soil removal from items A and B above. Base bid is for known quantities indicated. Comply with 00 31 32 Geotechnical Investigations Report.
2. **Unit Cost:** Include material and labor.
3. **Unit of Measure:** Cubic foot.
4. **Quantity of Work:** Complete removal, quantity unknown. See Allowance 01 21 13.

UNIT PRICE Cost per Cubic Ft. _____ (\$ _____)
(use words) (figures)

C. ALTERNATES

ALTERNATE NO. 1: Mill and overlay existing access road as shown on Civil drawings.

LUMP SUM ALT. PRICE: _____ (\$ _____)
(use words) (figures)

ALTERNATE NO. 2: Alternate face brick. See Section 04 00 00.

LUMP SUM ALT. PRICE: _____ (\$ _____)
(use words) (figures)

2. In submitting the bid, the bidder understands that the Columbus Metropolitan Housing Authority reserves the right to reject any and all bids. If written notice of the acceptance of this bid is mailed or delivered to the undersigned within sixty 60 days after the opening of this bid or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver a contract in the prescribed form and furnish the required bond within ten (10) days after the contract is presented to him/her signed and approved by the Contracting Officer.

3. A bid bond is submitted with this bid in accordance with the specification requirements in the sum of _____ **DOLLARS** (\$ _____)

AMOUNT OF BID BOND IN US DOLLARS

The undersigned also agrees to execute and deliver the required Performance and Payment Bond within 10 days after an approved and executed contract by Columbus Metropolitan Housing Authority is mailed to him/her.

4. Attached hereto is an affidavit in proof that the undersigned has not entered into any collusion with any person in respect to his proposal or any other proposal or the submitting of proposals for the contract for which this proposal is submitted.

5. In reference to the Equal Opportunity and Non-Segregated Facilities present in Section B— paragraph 8 the undersigned represents that he/she _____

HAS / HAS NOT

participated in a previous contract or subcontract subject to the Equal Opportunity Clause prescribed by Executive Orders 10925, 11114, or 11246 or the Secretary of Labor; that he/she _____ filled all required compliance reports; and that

HAS / HAS NOT

representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards. (The above representation need not be submitted in connection with contracts or subcontracts, which are exempt from the clause.)

Authorized Representative's Signature	Date
Print/Type — Authorized Representative Name	Print/Type — Authorized Representative's Title

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

NOTARY SIGNATURE AND SEAL

SECTION C – BIDDING DOCUMENTS

BID FORM No. 3 – Non-Collusive Affidavit Form

Project Name	Harrier's Hope
Scope of Work	New Build
Bid Date & Time	Thursday, May 12, 2022 @ 11:00 a.m. – Virtual Bid Opening (via Zoom)
Company Name	

DATE: _____

STATE OF: _____
COUNTY OF: _____ } ss.

_____, being first duly sworn, deposes and says
Name

That s/he is _____ the party making certain proposal, quote or bid, that such proposal, quote or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to putting in a sham quote or bid or to refrain from quoting or bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the quote or bid price or affiant or any other bidder, or to fix any overhead, profit or cost element of said quote or bid price, or of that of any other bidder, or to secure advantage against the **COLUMBUS METROPOLITAN HOUSING AUTHORITY** or any person interested in the proposed contract; and that all statements in said proposal, quote or bid are true.

Authorized Representative's Signature	Date
Print/Type — Authorized Representative Name	Print/Type — Authorized Representative's Title

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

NOTARY SIGNATURE AND SEAL

SECTION C – BIDDING DOCUMENTS

BID FORM No. 4 – Bid Bond

Project Name	Harrier's Hope
Scope of Work	New Build
Bid Date & Time	Thursday, May 12, 2022 @ 11:00 a.m. – Virtual Bid Opening (via Zoom)
Company Name	

- **5% OF THE BID AMOUNT MUST BE SUBMITTED BY ALL BIDDERS**
- **CONTRACTOR MUST USE THIS FORM**
- **BID BOND AMOUNT MUST BE SPELLED OUT**

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned

NAME OF PRINCIPAL

NAME OF SURETY / ADDRESS OF SURETY — STREET / CITY / STATE / ZIP

as **SURETY** are held and firmly bound unto **COLUMBUS METROPOLITAN HOUSING AUTHORITY**, hereinafter called the "*Local Authority*" in the penal

sum of \$ _____ (_____ **DOLLARS**)
5% OF TOTAL BID

lawful money of the United States, for payment of which sum well and truly to be made, we bind ourselves our heirs, executors, administrators' successors and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying bid, dated, _____
for _____
PROJECT NAME AND ADDRESS

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period specified, within sixty 60 days after the said opening, and shall within the period specified therefore, or, if no period be specified within ten 10 days after the prescribed forms are presented to him for signature, enter into a written contract with the Local Authority in accordance with the bid accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract; or in the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bond within the time specified, then the Principal shall forfeit this bid bond as liquidated damages, and shall pay the Local Authority the difference between the amount specified in the said bid and the amount for which the Local Authority may procure the required work or supplies or both, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

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

IN PRESENCE OF:

ATTEST	CORPORATE PRINCIPAL/SEAL – PRINT AND SIGN SIGNATURE _____ NAME _____
ATTEST	BUSINESS ADDRESS — STREET / CITY / STATE / ZIP _____ _____ _____
ATTEST	SURETY /SEAL—PRINT AND SIGN SIGNATURE _____ NAME _____
ATTEST	BUSINESS ADDRESS — STREET / CITY / STATE / ZIP _____ _____ _____
SURETY PHONE No. _____	SURETY FAX No. _____

**POWER- OF- ATTORNEY FOR PERSON SIGNING FOR
SURETY COMPANY MUST BE ATTACHED TO BOND
CERTIFICATE AS TO CORPORATE SURETY**

I, _____, certify that I am the _____ of the corporation named as surety in the within bond; that _____ who signed the bond on behalf of the surety was the _____ of said corporation; that I know his/her signature, and his/her signature thereto is genuine; and that said bond was duly signed, sealed, and attested to for and on behalf of said corporation by authority of its governing body.

(CORPORATE SEAL)

MBE AND SECTION 3 CERTIFICATION FORMS

SECTION C – BIDDING DOCUMENTS

BID FORM No. 5 – MBE and Section 3 Participation

Project Name	Harrier's Hope
Scope of Work	New Build
Bid Date & Time	Thursday, May 12, 2022 @ 11:00 a.m. – Virtual Bid Opening (via Zoom)
Company Name	

All bidders shall set forth information requested on Forms No. 5, 5A, 5B, 5C, 5D and 5E specifically itemizing:

- all minority and female business enterprises and Section 3 businesses committed to work on the project.
- a description of services or supplies for each minority and female business enterprise and Section 3 business.
- the total dollar value of the contract intended.
- estimates for new employment and training opportunities.

The above-named company recognizes and commits to the following CMHA requirements:

- 20 percent of the total dollar amount of the contract awarded to minority business enterprises.
- best efforts made to award contracts and subcontracts to Section 3 businesses.
- best efforts made to provide employment and training opportunities generated by the project to Section 3 workers.
- 25 percent or more of the total number of labor hours worked by all workers are worked by Section 3 workers.
- 5 percent or more of the total number of labor hours worked by all workers are worked by Targeted Section 3 workers.

The above-named company certifies and commits to the following:

Total Base Bid Amount Entered on Bid Form No. 2	\$
Total Contract Value of Committed MBEs	\$
MBE Participation Percentage	%
Total Contract Value of Committed Section 3 Businesses	\$
Section 3 Business Participation Percentage	%
Total Estimated New Employment and Training Opportunities Entered on Bid Form No. 5D	
Total Number of Section 3 Workers Committed to Hire	

BID FORM No. 5 – MBE and Section 3 Business Participation cont'd

If no minority business enterprises and/or Section 3 businesses are included in this bid package, state “no participation” on this form. Complete Bid Form No. 5B explaining why minority business enterprises and/or Section 3 businesses (contractors and suppliers) are not being engaged.

If the percentages of the total contract values of committed minority business enterprises and/or Section 3 businesses reported on this form are less than the required CMHA goals, complete Bid Form No. 5B and 5C indicating why greater participation is not possible or feasible.

Bidders must show Good Faith Efforts demonstrating outreach to minority business enterprises and Section 3 businesses (contractors and suppliers) on Bid Form No. 5C and as indicated in the Good Faith Efforts detailed in the bid package requirements.

Bidders should include information about the participation of female business enterprises although these businesses are not considered in the CMHA numerical participation goal.

Bidders must ensure that all minority business enterprises and Section 3 businesses (contractors and suppliers) engaged on this project are certified by one of the CMHA approved certifying agencies. Bidders shall submit proof of certification. A business included in this bid package that is not certified will result in the CMHA not considering the business as part of the total minority business enterprise or Section 3 business participation requirements.

Bidders must document the total estimate of new employment and/or training opportunities identified by **all contractors (all contractors regardless of MBE or Section 3 status) included in the bid response** on Bid Form No. 5D.

Bidders must have **all contractors (all contractors regardless of MBE or Section 3 status) included in the bid response** complete Bid Form No. 5E communicating estimates for new employment and/or training opportunities arising as a result of the project's scope of work.

The undersigned will:

- enter into a legal agreement with the minority business enterprises and/or Section 3 businesses (contractors and suppliers) included in the bid package conditioned upon execution of a contract with CMHA.
- demonstrate binding commitments with the minority business enterprises and/or Section 3 businesses (contractors and suppliers) included in the bid package within fourteen (14) working days after receiving an approved contract from CMHA.
- ensure and provide proof of certification of the minority business enterprises and/or Section 3 businesses (contractors and suppliers) included in this bid package.
- provide first consideration for new employment and training opportunities included in the bid package and any that are generated post contract award to Section 3 residents according to the project's priority order.
- contact CMHA if changes are required prior to review and approval.

THE UNDERSIGNED HEREBY CERTIFIES THAT THE TERMS OF THIS COMMITMENT HAVE BEEN READ AND IS AUTHORIZED TO BIND THE BIDDER TO THE COMMITMENTS HEREIN SET FORTH.

Authorized Representative's Signature	Date
Print/Type — Authorized Representative Name	Print/Type — Authorized Representative's Title

SECTION C – BIDDING DOCUMENTS

BID FORM No. 5A – MBE and Section 3 Subcontractor/Supplier Utilization Commitment

Project Name	Harrier's Hope
Scope of Work	New Build
Bid Date & Time	Thursday, May 12, 2022 @ 11:00 a.m. – Virtual Bid Opening (via Zoom)
Company Name	

Company Name \$ _____

Address _____ % of Bid

Contact Person Telephone Number MBE _____

FBE _____

Scope of Work Sec3 _____

Company Name \$ _____

Address _____ % of Bid

Contact Person Telephone Number MBE _____

FBE _____

Scope of Work Sec3 _____

Company Name \$ _____

Address _____ % of Bid

Contact Person Telephone Number MBE _____

FBE _____

Scope of Work Sec3 _____

BID FORM No. 5A – MBE and Section 3 Subcontractor/Supplier Utilization Commitment cont'd

_____	\$ _____
Company Name	
_____	_____ % of Bid
Address	
_____	MBE _____
Contact Person	Telephone Number
_____	FBE _____
Scope of Work	Sec3 _____

_____	\$ _____
Company Name	
_____	_____ % of Bid
Address	
_____	MBE _____
Contact Person	Telephone Number
_____	FBE _____
Scope of Work	Sec3 _____

_____	\$ _____
Company Name	
_____	_____ % of Bid
Address	
_____	MBE _____
Contact Person	Telephone Number
_____	FBE _____
Scope of Work	Sec3 _____

_____	\$ _____
Company Name	
_____	_____ % of Bid
Address	
_____	MBE _____
Contact Person	Telephone Number
_____	FBE _____
Scope of Work	Sec3 _____

BID FORM No. 5A – MBE and Section 3 Subcontractor/Supplier Utilization Commitment cont'd

_____	\$ _____
Company Name	
_____	_____ % of Bid
Address	
_____	MBE _____
Contact Person	Telephone Number
_____	FBE _____
Scope of Work	Sec3 _____

_____	\$ _____
Company Name	
_____	_____ % of Bid
Address	
_____	MBE _____
Contact Person	Telephone Number
_____	FBE _____
Scope of Work	Sec3 _____

Use additional sheets as necessary to document all minority business enterprises and Section 3 businesses committed and included in the bid response.

Total Contract Value of Committed MBEs

\$

MBE Participation Percentage

%

Total Contract Value of Committed Section 3 Businesses

\$

Section 3 Business Participation Percentage

%

Bidders shall submit certification for all minority business enterprises and Section 3 businesses committed and included on this form.

I certify and affirm to the best of my knowledge that the information contained here within is true and accurate.

_____	_____
Authorized Representative's Signature	Date
_____	_____
Print/Type — Authorized Representative Name	Print/Type — Authorized Representative's Title

SECTION C – BIDDING DOCUMENTS

BID FORM No. 5B – MBE and Section 3 Business Commitment Statement

Project Name	Harrier's Hope
Scope of Work	New Build
Bid Date & Time	Thursday, May 12, 2022 @ 11:00 a.m. – Virtual Bid Opening (via Zoom)
Company Name	

Efforts were made to reach minority business enterprises and Section 3 businesses (contractors and suppliers). The above-named company is unable to meet CMHA's required business participation goals prior to the time of this bid response submittal.

The above-named company certifies and commits to the following participation percentages

Total Base Bid Amount Entered on Bid Form No. 2

\$

Total Contract Value of Committed MBEs

\$

MBE Participation Percentage

%

Total Contract Value of Committed Section 3 Businesses

\$

Section 3 Business Participation Percentage

%

The above-named company is unable to meet CMHA's minority business enterprise and/or Section 3 business participation requirements for this project due to the following reason(s):

_____ No MBE and/or Section 3 contractor(s) are/were available for work included in the RFP.

_____ No MBE and/or Section 3 supplier(s) have supplies needed for work included in the RFP.

_____ The MBE and/or Section 3 business contractor(s) and/or supplier(s) contacted quoted price(s) beyond acceptable. Documentation provided.

_____ Other: _____

I certify and affirm to the best of my knowledge that the information contained here within is true and accurate.

Authorized Representative's Signature	Date
Print/Type — Authorized Representative Name	Print/Type — Authorized Representative's Title

SECTION C – BIDDING DOCUMENTS

BID FORM No. 5C – MBE and Section 3 Business Outreach Good Faith Efforts

Project Name	Harrier's Hope
Scope of Work	New Build
Bid Date & Time	Thursday, May 12, 2022 @ 11:00 a.m. – Virtual Bid Opening (via Zoom)
Company Name	

Bidders are required to list all certified minority business enterprises and Section 3 businesses contacted demonstrating Good Faith Efforts to engage such businesses.

MBE_____ Section 3_____

Subcontractor/Supplier Name and Address	Contact Name and Telephone Number
Contact Date(s)	Type of Work/Materials
Reason(s) for Not Accepting	Price Quoted

MBE_____ Section 3_____

Subcontractor/Supplier Name and Address	Contact Name and Telephone Number
Contact Date(s)	Type of Work/Materials
Reason(s) for Not Accepting	Price Quoted

BID FORM No. 5C – MBE and Section 3 Business Outreach Good Faith Efforts cont'd

MBE_____ Section 3_____

Subcontractor/Supplier Name and Address	Contact Name and Telephone Number
Contact Date(s)	Type of Work/Materials
Reason(s) for Not Accepting	Price Quoted

MBE_____ Section 3_____

Subcontractor/Supplier Name and Address	Contact Name and Telephone Number
Contact Date(s)	Type of Work/Materials
Reason(s) for Not Accepting	Price Quoted

MBE_____ Section 3_____

Subcontractor/Supplier Name and Address	Contact Name and Telephone Number
Contact Date(s)	Type of Work/Materials
Reason(s) for Not Accepting	Price Quoted

BID FORM No. 5C – MBE and Section 3 Business Outreach Good Faith Efforts cont'd

MBE_____ Section 3_____

Subcontractor/Supplier Name and Address	Contact Name and Telephone Number
Contact Date(s)	Type of Work/Materials
Reason(s) for Not Accepting	Price Quoted

MBE_____ Section 3_____

Subcontractor/Supplier Name and Address	Contact Name and Telephone Number
Contact Date(s)	Type of Work/Materials
Reason(s) for Not Accepting	Price Quoted

Use additional sheets as necessary to document all minority business enterprises and Section 3 businesses contacted for inclusion the bid response.

CMHA reserves the right to contact each contractor or supplier included on this form for verification.

I certify and affirm to the best of my knowledge that the information contained here within is true and accurate.

Authorized Representative's Signature	Date
Print/Type — Authorized Representative Name	Print/Type — Authorized Representative's Title

CONTRACTOR MBE GOOD FAITH EFFORT ATTACHMENTS

**CONTRACTOR TO ATTACH ALL DOCUMENTS
SUBMITTED TO SUPPORT THEIR MBE
“GOOD FAITH EFFORT”
AFTER PAGE THIS PAGE**

NOTE

- 1) REFER TO PROPOSED “GOOD FAITH EFFORT”
EXAMPLES.**
- 2) PLEASE TITLE ALL DOCUMENTS SUBMITTED AS
NEEDED FOR CLARIFICATION.**

**PROPOSED
“GOOD FAITH EFFORT” EXAMPLES &
POSSIBLE ATTACHMENTS**

MBE “Good Faith Effort” Examples

1. Contractor made effort to contact MBE firms, Bid Form #5C.
(All MBEs listed were verified) ☐
2. Contractor advertised for MBE in local, and minority newspaper.
(Ads attached) ☐
3. Contractor contacted/used MBE placement and recruiting offices.
(Documentation attached) ☐
4. Contractor requested in writing for MBE firm(s) for quotes on
different portions of work. ☐
(Documentation attached)
5. Contractor discusses portions of work with MBE contacted.
(Documentation attached) ☐
6. Contractor accepted/negotiated in good faith with MBE quote.
(Documentation attached) ☐

SECTION C – BIDDING DOCUMENTS

BID FORM No. 5D – Section 3 Workforce Commitment Statement

Project Name	Harrier's Hope
Scope of Work	New Build
Bid Date & Time	Thursday, May 12, 2022 @ 11:00 a.m. – Virtual Bid Opening (via Zoom)
Company Name	

Bidders are required to document the project's total estimates for new employment and training opportunities identified by all contractors. Section 3 workers should have first preference for openings.

The above-named company certifies and commits to the following Section 3 workforce participation percentage:

**Total Estimated New Employment and Training Opportunities
Calculated from Submitted Bid Forms No. 5E**

--

Work Classifications	Estimated New Positions

Total Number of Section 3 Residents Committed to Hire

--

Section 3 Workforce Participation Percentage

	%
--	---

Bidders must include a completed Bid Form No. 5E from all contractors included in this bid response communicating estimates for new employment and/or training opportunities arising as a result of the project's scope of work.

I certify and affirm to the best of my knowledge that the information contained here within is true and accurate.

Signature	Date
Print Name	Title

SECTION C – BIDDING DOCUMENTS

BID FORM No. 5E – Section 3 Workforce Commitment Statement for Contractors

Project Name	Harrier's Hope
Scope of Work	New Build
Bid Date & Time	Thursday, May 12, 2022 @ 11:00 a.m. – Virtual Bid Opening (via Zoom)
Company Name	

All contractors included in the bid response recognize and commit to the following Section 3 workforce requirements:

- **best efforts made to provide employment and training opportunities generated by the project to Section 3 workers.**
- **25 percent or more of the total number of labor hours worked by all workers are worked by Section 3 workers.**
- **5 percent or more of the total number of labor hours worked by all workers are worked by Targeted Section 3 workers.**

This form should be completed by all contractors included in the bid response to communicate estimates for new employment and/or training opportunities arising as a result of the project's scope of work.

- Provide the complete list of work classifications/job titles required for the scope of work.
- Of the work classifications/job titles required for the scope of work, provide the number of workers currently employed to fulfill the scope. *How many workers currently employed to handle this scope of work will work on this project?*
- Of the work classifications/job titles needed for the scope of work, provide the number of individuals that must be hired to fulfill the scope. *How many individuals will need to be hired to handle this scope of work?*

If no number is provided under the "# Must Hire" column, the contractor is communicating that the company has a full team to complete the scope of work and will not need to hire new workers. Should this information change during the duration of the project, the contractor is required to communicate changes to the general contractor and provide hiring preference to Section 3 workers.

Work Classification/Job Title	# Required for the Scope	# Currently Employed	# Must Hire

Use additional sheets as necessary to document all work classifications/job titles needed to fulfill the scope of work.

BID FORM No. 5E – Section 3 Workforce Commitment Statement for Contractors cont’d

The above-named company certifies and commits to the following Section 3 workforce participation percentage:

Total Estimated New Employment and Training Opportunities	
Total Number of Section 3 Residents Committed to Hire	
Section 3 Workforce Participation Percentage	%

NOTE: To confirm the project’s compliance performance against Section 3 goals, all workers working on the project will be asked to provide information to determine status as a Section 3 worker and a Targeted Section 3 worker.

I certify and affirm to the best of my knowledge that the information contained here within is true and accurate.

Signature	Date
Print Name	Title

SECTION C – BIDDING DOCUMENTS

CMHA Section 3 Clause

Project Name	Harrier's Hope
Scope of Work	New Build
Bid Date & Time	Thursday, May 12, 2022 @ 11:00 a.m. – Virtual Bid Opening (via Zoom)
Company Name	

All CMHA Section 3 covered contracts shall include the following clause to comply with Section 3 requirements.

- 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 notice shall describe the Section 3 preference and where residents may obtain more information.
- 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 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations.
- 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.

SECTION C – BIDDING DOCUMENTS

BID FORM No. 6 – Bidder's Qualifications

Project Name	Harrier's Hope
Scope of Work	New Build
Bid Date & Time	Thursday, May 12, 2022 @ 11:00 a.m. – Virtual Bid Opening (via Zoom)
Company Name	

NOTE: USE ADDITIONAL SHEETS IF NEEDED

The Bidder is required to complete Bid Form No. 7: Bidder Qualifications Questionnaire (6 pages) and attach his/her reference on Form No. 7A of what work of a character similar and compatible to that included in the proposed contract he/she has done, to give references and such other detailed information as will enable the Columbus Metropolitan Housing Authority to judge his/her responsibility, experience, skill, and financial standing.

A. Names of Principal Shareholder/s or Parent Company and percentage of ownership:

%

%

%

%

B. Check One:

Corporation ☐

Joint Venture ☐

Limited Liability ☐

Partnership ☐

Individual ☐

Date Established _____

- C. Has any principal shareholder or owner (30% ownership or more) been involved, as owner, employee, or agent, **in any other business** entity engaged in the construction industry within the past 5 years? ☐ Yes ☐ No

If so, provide the following information:

1. Name of each such business entity _____

2. Description of involvement (*e.g., title and duties*) _____

3. Dates of involvement _____

- D. Has your organization ever operated under another name? ☐ Yes ☐ No

1. If so, what name? _____
2. Describe the relationship to the present firm: _____

2. BIDDER'S BACKGROUND INFORMATION

- A. Number of years in business _____
- B. Number of employees at present _____
- C. Geographical area served _____

- D. **Safety Record** — Has your organization been inspected by OSHA within the past 2 years? ☐ Yes ☐ No

1. If so, provide the following information for **EACH INSPECTION** on a separate sheet:
 - A. Project inspected
 - B. Dates of inspection
 - C. Citations issued (number of specifics)
 - D. Penalties paid (not proposed)

2. Attach copies of your OSHA 200 Annual Summary of injuries and illness logs for the preceding 3 years.
3. Has any employee or agent of your organization died or been seriously injured (i.e., requiring in patient hospitalization) due to a workplace accident in the last 2 years?
☐ Yes ☐ No

If yes provide details: _____

4. To put your safety record in perspective, what was the total amount of employee workdays (*not including office / non-field construction employees*) last year?

Number of construction employees _____

Total number of hours of construction employees _____

- E. Has your organization or its agents defaulted on any construction project within the last 3 years? ☐ Yes ☐ No

If yes, provide details on separate sheet of paper and attach to this section.

- F. Has your organization or its agents had a construction contract terminated, or been asked to leave a construction project, within the last 3 years? ☐ Yes ☐ No

If yes, provide details on separate sheet of paper and attach to this section.

- G. Has your organization or its agents been issued a Stop-Work-Order on any project within the past 3 years? ☐ Yes ☐ No

If yes, provide details on separate sheet of paper and attach to this section.

- H. Are you now, or have you been in the past, a party to any litigation or arbitration proceedings arising out of your performance of a construction contract? ☐ Yes ☐ No

If yes, provide details on separate sheet of paper and attach to this section.

- I. Has your organization been assessed any liquidated damages arising from any construction activities in the past 3 years? ☐ Yes ☐ No

If yes, provide details on separate sheet of paper and attach to this section.

- J. Has your organization been found not responsive? ☐ Yes ☐ No

If yes, provide details on separate sheet of paper and attach to this section.

- K. Has your organization been cited for any violation of any state or federal prevailing wage requirements in the past 3 years? ☐ Yes ☐ No

If yes, provide details on separate sheet of paper and attach to this section.

- L. Has your organization or any of its employees, agents, or affiliates, ever been disbarred or declared ineligible for any government contracts? ☐ Yes ☐ No

If yes, provide details on separate sheet of paper and attach to this section.

- M. Has your organization or any of its employees, agents or affiliates ever been cited and/or issued any violations by any regulatory agency with respect to your construction activities within the last 3 years? ☐ Yes ☐ No

If yes, provide details on separate sheet of paper and attach to this section.

- N. Is your organization, or any of its employees, agents, or affiliates currently under investigation or audit, or involved in any proceedings, involving a regulatory agency with respect to your construction activities? ☐ Yes ☐ No

If yes, provide details on separate sheet of paper and attach to this section.

- O. Have any mechanics' liens or bond claims been filed by you, or your subcontractors, suppliers, employees, or materialmen, on any projects on which you have worked in the last 2 years? ☐ Yes ☐ No

If yes, provide details on separate sheet of paper and attach to this section.

3. FINANCIAL INFORMATION

- A. Identify the Surety Company that will provide your payment and performance bond/s:

Surety Name	
Surety Address	
Surety Phone No.	Surety Fax No.
Contact Person	Bonding Limits \$

- B. Source of Letter of Credit *(if applicable)*:

Credit Limits: _____

- C. Have any claims been made against your bonding company, as obligator on a bond issued on your behalf, in the past 3 years? ☐ Yes ☐ No

If yes, provide details on separate sheet of paper and attach to this section.

- D. List bank reference/s, stating the name/s of the bank officer, address, and telephone number:

BANK NAME	REFERENCE	TELEPHONE No.
1.		
2.		
3.		
4.		
5.		

- E. List any outstanding liens (*include project name, date, and reason*): _____

- F. Is your company any of the following?

1. Minority Business Enterprise (MBE) ☐ Yes ☐ No
2. Female Business Enterprise (FBE) ☐ Yes ☐ No

4. IMPORTANT NOTICE

The foregoing information must be truthfully, completely, and fully provided. Failure to do so may result, at the owner's discretion, in declaring the bidder's bid non-responsive and therefore not considered. Any falsification, misrepresentation, or untrue response to any of the foregoing shall also be, at the discretion of the owner, cause for the immediate termination of any contract entered into between the owner and the bidder.

If any additional space is necessary to completely answer any of the foregoing, provide all relevant details on a separate, attached sheet. Describe the circumstances, referencing the project, provide the names of involved persons and agencies, and state the results of the incidents in questions. Additional information of facts may be required by the Owner prior to the award of any contract.

This statement, along with any attached sheets, is to be signed by an officer of the bidder organization and notarized. Execution of this form constitutes a representation of the truth and accuracy of all of the statements and answers made in conjunction herewith.

State of _____

County of _____

Authorized Representative's Signature	Date
Print/Type — Authorized Representative Name	Print/Type — Authorized Representative's Title

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

NOTARY SIGNATURE AND SEAL

SECTION C – BIDDING DOCUMENTS

BID FORM No. 7 – Previous Similar Project References

Project Name	Harrier's Hope
Scope of Work	New Build
Bid Date & Time	Thursday, May 12, 2022 @ 11:00 a.m. – Virtual Bid Opening (via Zoom)
Company Name	

SIMILAR/COMPATIBLE CONSTRUCTION PROJECTS COMPLETED IN THE LAST 5 YEARS

SIMILAR/COMPATIBLE PROJECT NAME / LOCATION	CONTACT PERSON NAME & TEL. #	CONTRACT AMOUNT	PROJECT DATES	
			START	COMPLETION
1.				
2.				
3.				
4.				

NOTE: USE ADDITIONAL SHEETS IF NEEDED

Authorized Representative's Signature	Date
Print/Type — Authorized Representative Name	Print/Type — Authorized Representative's Title

SECTION C – BIDDING DOCUMENTS

BID FORM No. 8 – Financial Statement / Contractor Forms

Project Name	Harrier's Hope
Scope of Work	New Build
Bid Date & Time	Thursday, May 12, 2022 @ 11:00 a.m. – Virtual Bid Opening (via Zoom)
Company Name	

The bidder is to provide the most recent audited financial statement, audited if available including contractors latest balance sheet and income statement (*see "Instructions and Information for Bidders"*).

- Submit with this form, the following:
 - 1) Certificate of Insurance
 - 2) Bureau of Workers' Compensation Certificate
 - 3) Contractor License in project

Bidders are to indicate if items listed below are enclosed.

1. Financial Statement: ☐ Yes ☐ No

2. Financial Statement will be submitted if the bidder is the lowest bid. ☐ Yes

If #2 is selected:

Submit Financial Statement within three (3) working days after the Bid Opening if you are the lowest bidder.

Authorized Representative's Signature	Date
Print/Type — Authorized Representative Name	Print/Type — Authorized Representative's Title

SECTION C – BIDDING DOCUMENTS

BID FORM No. 9 – Certification for Drug Free Workplace

Project Name	Harrier's Hope
Scope of Work	New Build
Bid Date & Time	Thursday, May 12, 2022 @ 11:00 a.m. – Virtual Bid Opening (via Zoom)
Company Name	

Program/Activity Receiving Federal Contract Funding

1. Acting on behalf of the above-named Contractor as its Authorized Official, I make the following certifications and agreements to the Columbus Metropolitan Housing Authority (CMHA) regarding the sites listed below:

I certify that the above-named Contractor will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees --

- (1) The dangers of drug abuse in the workplace;
- (2) The Contractor's policy of maintaining a drug-free workplace
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph a.

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the contract, the employee will --

- (1) Abide by the terms of the statement; and
- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every contract officer or other designee on whose contract activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected contract;

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. Sites for Work Performance. The Contractor shall list (on separate pages) the site(s) for the performance of work done in connection with the CMHA funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Contractor name and address and the program/activity receiving contract funding.)

Check here ¹ if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: CMHA will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.

Authorized Representative's Signature	Date
Print/Type — Authorized Representative Name	Print/Type — Authorized Representative's Title

END OF BIDDING DOCUMENTS

(This sheet should be included as your last page in your bid package)

COLUMBUS METROPOLITAN HOUSING AUTHORITY

Contract Specifications for

HARRIET'S HOPE – NEW BUILD

**1581 West Broad Street
Columbus, Ohio 43222**

SECTION D

Project Tentative Award Schedule

Contract Forms & Requirements

- 1- Contract Sample**
- 2- Directions for Preparation of Performance Bond**
- 3- Performance and Payment Bond** (pages 1 thru 2)
- 4- Submittals**

PROJECT TENTATIVE AWARD SCHEDULE

After the CMHA Board of Commissioners approval of the project contract award to the Lowest & Best bidder, the general tentative project schedule would be as follows:

Note: CMHA Board of Commissioners meet on the fourth Friday of each month.

- | | |
|---|---|
| 1) Letter of Acceptance to contractor with four (4) copies of contract: | Within 1 week of Board Meeting |
| 2) Contractor <u>MUST</u> return contract signed & certified: | Within 1 week of receiving his contract for signature. |
| 3) Contractor will receive an approved copy of his contract with the Tax-Exempt form. | Within 1 week from receiving the contractor signed contract. |
| 4) Contractor will submit his: <ul style="list-style-type: none"> Performance & Payment Bond Worker Compensation Certificate Insurance Certificate Contract(s) or binding agreement(s) with contractor's MBE firm(s) as per the MBE list submitted in the bid package (Bid Form #5A). | Within fourteen (14) calendar days from receiving the CMHA approved contract. |
| 5) Schedule of Pre-Construction Meeting: | Within <u>1 week</u> from receiving the contractor's documents listed in #4 above. |
| 6) The contractor Notice to Proceed: | Within <u>1 week</u> from Pre-Construction Meeting. |

7) **Important Notice**

Once the contractor receives his approved contract with the Tax-Exempt form, he/she **MUST** gear up to submit all his material submittal, which should be received within 14 calendar days after the Pre-Construction Meeting (See Special Conditions 1.10). Refer to Part II, Item 3 "Submittals".

*** PROJECT TENTATIVE SCHEDULE IN BAR CHART**

Activity		Weeks								
			1	2	3	4	5	6	7	8
*	Board approval for Contract Award	◆								
1)	Letter of Acceptance with 3 copies of contract.									
2)	Contractor Signed & Certified Contract									
3)	CMHA Approve Contract & Issue Tax Exempt Form									
4)	Contractor Submit Required Forms (14 calendar days)									
5)	Pre-Construction Meeting									
6)	Notice to Proceed									
7)	Contractor's Material Submittal, Schedule of Values, & Project Schedule									

CONTRACT FORMS & REQUIREMENTS

CONTRACT SAMPLE

CONTRACT #: _____

Page 1 of 3

CONTRACT

THIS AGREEMENT made this ____ day of _____, in the year 2022, by and between _____, a company organized and existing under the laws of the State of Ohio; hereinafter called the "**Contractor**" and the **COLUMBUS METROPOLITAN HOUSING AUTHORITY**, 880 East 11th Avenue, Columbus, Ohio 43211-2771, hereinafter called "**CMHA**", **WITNESSETH**, that the Contractor and CMHA for the consideration stated herein mutually agree as follows:

ARTICLE 1. *Statement of Work.* The Contractor shall furnish all labor, material, equipment, and services and perform and complete all work required for Project Name/Scope of Services, in strict accordance with the Bid Documents as prepared by the Columbus Metropolitan Housing Authority which said Specifications, Drawings, HUD 5370 General Conditions, and all Addenda are incorporated herein by reference and made a part hereof.

ARTICLE 2. *The Contract Price.* CMHA shall pay the Contractor for the performance of the Contract, all in current funds, subject to additions and deductions as provided in the Specifications, a total not to exceed _____ (\$_____).

ARTICLE 3. *The Contract Documents.* The Contract shall consist of the following component parts:

- a. **This Instrument**
- b. **Special Conditions**
- d. **Technical Specifications & Drawings**
- e. **HUD 5370 General Conditions**

The instrument, together with the other documents enumerated in this Article 3, which said other documents are fully a part of the contract as is hereto attached or herein repeated, form the Contract. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this Article 3 shall govern, except as otherwise specifically stated. The various provisions in Addenda shall be considered in the order of preference of the component part of the Contract which each modifies.

ARTICLE 4. *Termination.* It is recognized and agreed that, notwithstanding anything to the contrary in the contract documents, this Contract may be terminated at the discretion of CMHA, upon seven (7) days written notice of the Contractor. Upon receipt of such notice, unless otherwise directed in writing, the Contractor shall immediately cease all work under the Contract. Upon such termination, CMHA shall make payment to the Contractor in an amount to compensate the Contractor for work actually performed under the Contract, such amount to be determined by HUD, and no other claim or damages, of any nature, including consequential damages or lost profits shall be recovered by the Contractor.

ARTICLE 5. *Indemnification.* The Contractor agrees to save harmless CMHA and its representatives or agents for any damages or losses to property, both public or private, or injuries to CMHA's employees or agents or tenants or other persons, or damages to their personal property, caused by any act or action, whether intentional or unintentional, of the Contractor, its sub-contractors, suppliers, and employees or agents relative to the work or during the conduct of its business on CMHA properties. The Contractor agrees to defend CMHA and its representatives or agents at the Contractor's own expense from any claim, demand or damages for any injuries or damages to persons or property caused by the acts or actions of the Contractor, its sub-contractors, suppliers, or its employees or agents relative to the work or in the conduct of its business.

The Contractor further agrees to pay any and all losses, expenses, fines, judgments, penalties, settlements and legal fees to any agency or court of competent jurisdiction or party or parties who initiate a claim or suit against CMHA, its representatives or agents for injuries to persons or damages to property caused by the intentional or unintentional acts of the Contractor, its sub-contractors, suppliers, and employees or agents relative to the work or in the conduct of its business.

In order for CMHA to assert its rights to be indemnified under the provisions stated above, CMHA must;

- a.) Promptly notify Contractor of any claim or legal proceedings which gives rise to such a right; and
- b.) Afford Contractor the opportunity to participate in and fully control any comprise, settlement, resolution or disposition of such claims or proceedings; and
- c.) Fully cooperate in the defense of such claim and make available to contractor all such information under its control relating thereto.

ARTICLE 6. *Cost Certification.* Contractor will be required to complete a detailed post construction certification holding the contractor's fee to Safe Harbor Standards of 2% overhead, 6% profit and 6% general conditions. Percentages are based on hard construction costs. General Conditions include bond premium.

Contractors shall bear all costs for their accounting services. CMHA shall bear costs for 3rd party firms performing Cost Certification.

ARTICLE 7. *Builders Risk Policy.* Contractor will carry Builders Risk Policy (All Risk) equal to the bid amount for the duration of the project (Notice to Proceed to formal acceptance by Owner).

ARTICLE 8. *Owner Paid Fees.* CMHA shall bear architectural, structural/civil/mechanical/landscape engineering design and construction administration fees.

CMHA shall also bear costs for the general building permit. All trade permits to be paid by the general contractor.

CONTRACT SAMPLE

CONTRACT #: _____

Page 3 of 3

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in three (3) original counterparts as of the day and year first above written.

Attest

COMPANY NAME

ADDRESS

CITY/STATE/ZIP

Authorized Representative's Signature
Title

Date: _____

Attest

Columbus Metropolitan Housing Authority

880 East 11th Avenue

Columbus, Ohio 43211-2771

Charles D. Hillman
President/CEO

Date: _____

CERTIFICATION

I, _____ certify that I am the _____
of the corporation named as Contractor herein; that _____, who signed
this Contract on behalf of the Contractor was then _____ of said corporation;
that said Contract duly signed for and on behalf of said corporation by authority of its governing body and is
within the scope of its corporation powers.

Certifier Signature

DIRECTIONS FOR PREPARATION OF PERFORMANCE AND PAYMENT BOND

1. Individual sureties, partnerships, or corporations not in the surety business will not be acceptable.
2. The name of the Principal shall be shown exactly as it appears in the Contract.
3. The penal sum shall not be less than required by the Specifications.
4. If the Principals are partners, or joint ventures, each member shall execute the bond as an individual, and state his/her place of residence.
5. If the Principal is a corporation, the bond shall be executed under its corporation seal. If the corporation has no corporate seal, it shall state and affix a scroll or adhesive seal following the corporate name.
6. The official character and authority of the person(s) executing the bond for the Principal, if a corporation, shall be certified by the Secretary or Assistant Secretary thereof under the corporate seal, **OR** copies attached to such records of the corporation as will evidence the official character and authority of the officer, signing, duly certified by the Secretary, or Assistant Secretary, under the corporate seal, to be true copies.
7. The current power-of-attorney of the person signing for the surety company must be attached to the bond.
8. The date of the bond must **NOT** be prior to the date of the Contract.
9. The following information must be placed on the bond by the surety company:
 - (a) The rate of premium in dollars per thousand; and
 - (b) The total dollar amount of premium charged.
10. The signature of a witness shall appear in the appropriate place, attesting to the signature of each party of the bond.
11. Type or print the name **UNDERNEATH EACH SIGNATURE** appearing on the bond.
12. An executed copy of the bond must be attached to each copy of the Contract (original counterpart) intended for signing.
13. **ONLY THE BID FORM INCLUDED IN THIS PACKAGE WILL BE ACCEPTED.**

Performance-Payment Bond

Dual Oblige

Under Section 202 of the Housing Act 1959 and

Section 811 of the National Affordable Housing Act of 1990

Public reporting burden for this collection of information is estimated to average 1 hour 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. HUD may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

This information collection is necessary to ensure that viable projects are developed. It is important to obtain information from applicants to assist HUD in determining if nonprofit organizations initially funded continue to have the financial and administrative capacity needed to develop a project and that the project design meets the needs of the residents. The Department will use this information to determine if the project meets statutory requirements with respect to the development and operation of the project, as well as ensuring the continued marketability of the projects. This information is required in order to obtain benefits. This information is considered non-sensitive and no assurance of confidentiality is provided.

Project Number:	Project Name:	Location:

Know all men by these presents: That we (Name of Contractor) _____

a (Corporation, Partnership, or Individual) _____ hereinafter called

“Principal” and (Surety) _____ of, State of, _____ hereinafter

called the “Surety” are held and firmly bound unto (Owner) _____

of, _____ hereinafter call “Owner” and unto the Secretary of Housing and

Urban Development, hereinafter called “HUD” as their respective interests may appear as Obligees in the penal sum of _____

Dollars (\$) _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we

bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The Condition Of This Obligation is such that Whereas the Principal entered into a certain contract with the Owner,

dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof

for the construction of: _____

And Whereas, HUD has agreed to lend to Owner a sum of money to be secured by a mortgage on said project and to be used in making payment under said contract, and desires protection as its interest may appear, in event of default by Principal under said contract, said protection to be subject to the performance by the Obligees, or either of them, of the obligations to Principal in connection with said Contract.

Now Therefore, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term thereof, and any authorized extension or modification thereof, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and fully indemnify and save harmless the Obligees from all costs and damages which they may suffer by reason of failure to do so, and shall reimburse and repay the Obligees all outlay and expense which they may incur in making good any default, and shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

Provided, Further, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

Provided, Further, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

In Witness Whereof, this instrument is executed in six (6) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20____.

ATTEST:

(Principal)

(Principal) Secretary

(SEAL)

By _____

(Address - ZIP Code)

(Surety)

ATTEST:

By _____

(Attorney-in Fact)

(Address - Zip Code)

(Surety) Secretary

(SEAL)

Witness as to Surety

(Address - Zip Code)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners a must execute Bond.

SUBMITTALS

A. **FOURTEEN CALENDAR DAY** from receiving a signed and approved contract from CMHA, the contractor **MUST** submit the following:

1. Payment & Performance Bond
2. Worker Compensation
3. Insurance Certificate
4. Contracts or binding commitments with all MBE & Section 3 firms listed in the contractor's Bid Form #5A.

B. **FOURTEEN CALENDAR DAYS** from the pre-construction meeting, the contractor **MUST** submit the following:

1. **The schedule of value:** a detailed/itemized cost breakdown for the bid amount, submitted on a HUD form. Columbus Metropolitan Housing Authority (CMHA) will provide forms in the pre-construction meeting.
2. **Project schedule/bar chart** showing **CRITICAL** activities.
3. **Project cash flow:** the contractor shall submit his expected monthly and cumulative project cash flow, distributed on his project monthly schedule.

Forms and samples will be provided and discussed by CMHA in the pre-construction meeting.

C. The contractor **MUST** submit every **MONTH** with the **PAY REQUEST**, the following:

1. A copy of the project schedule with actual progress shown vs. planned. Samples and forms will be provided by CMHA in the pre-construction meeting.
2. Conditional and Unconditional Release of Liens from the Prime Contractor(s) and unconditional Release of Liens from all Subcontractors.
3. An MBE status report showing previous month MBE subcontractors/suppliers utilized and payment amounts.
4. Section 3 compliance report showing names of persons in program/trade and payments for each.

Please refer to the HUD General Conditions, paragraph 6 "Construction Progress Schedule".

D. Three copies of all material submittals. See Special Conditions 1.10.

COLUMBUS METROPOLITAN HOUSING AUTHORITY

Contract Specifications for

HARRIET'S HOPE – NEW BUILD

1581 West Broad Street

Columbus, Ohio 43222

SECTION E

Wage Rates & General Conditions

- **Residential Wage Rates (E1–E2 | pages 1-6)**
- **General Contract Conditions
Contracts – Public Housing Programs
(form HUD-5370 | pages 1-19)**

RESIDENTIAL WAGE RATES

PREVAILING WAGE RATE EXEMPTION OF OWNERS AND PART OWNERS FROM DAVIS-BACON WAGES

The Owner of a contracting firm working on public projects is not required to pay himself nor any part Owners the prevailing wage rates required by the Davis-Bacon Act. Partnerships need not be equal for this exemption. If part Owners are to be paid less than the prevailing wage, the following statement must be completed and signed.

_____ are legal partners of

(Company Name)

Attest:

(Company Name, Title)

RESIDENTIAL WAGE RATES

WAGE RATES

The following minimum rates have been determined and adopted in accordance with the provisions contained in the General Conditions, and not less than the rates listed here shall be paid to the following trades and occupations.

"General Decision Number: OH20220016 03/11/2022

Superseded General Decision Number: OH20210016

State: Ohio

Construction Type: Residential

Counties: Delaware, Fairfield, Franklin, Licking, Madison, Morrow, Pickaway and Union Counties 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 \$15.00 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 2022.	
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 \$11.25 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 2022.	

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

Modification Number	Publication Date
0	01/07/2022
1	02/25/2022
2	03/11/2022

ELEC0306-003 05/31/2021

	Rates	Fringes
ELECTRICIAN.....	\$ 23.34	13.16 + 4.5%

ELEV0037-002 01/01/2021

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 54.83	35.83

PAID HOLIDAYS:

- a. New Year's Day, Memorial Day, Independence Day, Labor Day, Vetern's Day, Thanksgiving Day, the Friday after Thanksgiving, and Christmas Day.
- b. Employer contributes 8% of regular hourly rate to vacation pay credit for employee who has worked in business more than 5 years; 6% for less than 5 years' service.

ENGI0018-030 05/01/2019

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Bulldozer, Backhoe/Excavator)...	\$ 37.14	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

* SHEE0033-016 03/01/2022

Rates Fringes

SHEET METAL WORKER (HVAC Duct
Installation Only).....\$ 28.84 9.42

* SUOH2012-017 07/20/2012

Rates Fringes

BRICKLAYER.....\$ 28.40 11.78

CARPENTER.....\$ 13.86 ** 0.83

LABORER: Common or General.....\$ 15.09 0.00

LABORER: Landscape.....\$ 11.11 ** 0.00

OPERATOR: Bobcat/Skid
Steer/Skid Loader.....\$ 29.49 11.16

PLUMBER.....\$ 20.00 5.52

ROOFER.....\$ 16.85 3.83

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

=====

** Workers in this classification may be entitled to a higher
minimum wage under Executive Order 14026 (\$15.00) or 13658
(\$11.25). Please see the Note at the top of the wage
determination for more information.

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.

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END OF GENERAL DECISIO"

General Conditions for Construction Contracts - Public Housing Programs

U.S. Department of Housing and Urban
Development
Office of Public and Indian Housing
OMB Approval No. 2577-0157 (exp. 11/30/2023)

Applicability. This form is applicable to any
construction/development contract greater than \$250,000.

Public reporting burden for this collection of information is estimated to average 1 hour. This includes the time for collecting, reviewing, and reporting the data. The information requested is required to obtain a benefit. This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 75. The form is required for construction contracts awarded by Public Housing Agencies (PHAs). The form is used by Housing Authorities in solicitations to provide necessary contract clauses. If the form were not used, PHAs would be unable to enforce their contracts. There are no assurances of confidentiality. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

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1. Definitions

- (a) "Architect" means the person or other entity engaged by the PHA to perform architectural, engineering, design, and other services related to the work as provided for in the contract. When a PHA uses an engineer to act in this capacity, the terms "architect" and "engineer" shall be synonymous. The Architect shall serve as a technical representative of the Contracting Officer. The Architect's authority is as set forth elsewhere in this contract.
- (b) "Contract" means the contract entered into between the PHA and the Contractor. It includes the forms of Bid, the Bid Bond, the Performance and Payment Bond or Bonds or other assurance of completion, the Certifications, Representations, and Other Statements of Bidders (form HUD-5370), these General Conditions of the Contract for Construction (form HUD-5370), the applicable wage rate determinations from the U.S. Department of Labor, any special conditions included elsewhere in the contract, the specifications, and drawings. It includes all formal changes to any of those documents by addendum, change order, or other modification.
- (c) "Contracting Officer" means the person delegated the authority by the PHA to enter into, administer, and/or terminate this contract and designated as such in writing to the Contractor. The term includes any successor Contracting Officer and any duly authorized representative of the Contracting Officer also designated in writing. The Contracting Officer shall be deemed the authorized agent of the PHA in all dealings with the Contractor.
- (d) "Contractor" means the person or other entity entering into the contract with the PHA to perform all of the work required under the contract.
- (e) "Drawings" means the drawings enumerated in the schedule of drawings contained in the Specifications and as described in the contract clause entitled Specifications and Drawings for Construction herein.
- (f) "HUD" means the United States of America acting through the Department of Housing and Urban Development including the Secretary, or any other person designated to act on its behalf. HUD has agreed, subject to the provisions of an Annual Contributions Terms and Conditions (ACC), to provide financial assistance to the PHA, which includes assistance in financing the work to be performed under this contract. As defined elsewhere in these General Conditions or the contract documents, the determination of HUD may be required to authorize changes in the work or for release of funds to the PHA for payment to the Contractor. Notwithstanding HUD's role, nothing in this contract shall be construed to create any contractual relationship between the Contractor and HUD.
- (g) "Project" means the entire project, whether construction or rehabilitation, the work for which is provided for in whole or in part under this contract.
- (h) "PHA" means the Public Housing Agency organized under applicable state laws which is a party to this contract.
- (j) "Specifications" means the written description of the technical requirements for construction and includes the criteria and tests for determining whether the requirements are met.
- (l) "Work" means materials, workmanship, and manufacture and fabrication of components.

2. Contractor's Responsibility for Work

- (a) The Contractor shall furnish all necessary labor, materials, tools, equipment, and transportation necessary for performance of the work. The Contractor shall also furnish all necessary water, heat, light, and power not made available to the Contractor by the PHA pursuant to the clause entitled Availability and Use of Utility Services herein.
- (b) The Contractor shall perform on the site, and with its own organization, work equivalent to at least [] (12 percent unless otherwise indicated) of the total amount of work to be performed under the order. This percentage may be reduced by a supplemental agreement to this order if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the PHA.
- (c) At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work site a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.
- (d) The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor shall hold and save the PHA, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.
- (e) The Contractor shall lay out the work from base lines and bench marks indicated on the drawings and be responsible for all lines, levels, and measurements of all work executed under the contract. The Contractor shall verify the figures before laying out the work and will be held responsible for any error resulting from its failure to do so.
- (f) The Contractor shall confine all operations (including storage of materials) on PHA premises to areas authorized or approved by the Contracting Officer.
- (g) The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. After completing the work and before final inspection, the Contractor shall (1) remove from the premises all scaffolding, equipment, tools, and materials (including rejected materials) that are not the property of the PHA and all rubbish caused by its work; (2) leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer; (3) perform all specified tests; and, (4) deliver the installation in complete and operating condition.
- (h) The Contractor's responsibility will terminate when all work has been completed, the final inspection made, and the work accepted by the Contracting Officer. The Contractor will then be released from further obligation except as required by the warranties specified elsewhere in the contract.

3. Architect's Duties, Responsibilities, and Authority

- (a) The Architect for this contract, and any successor, shall be designated in writing by the Contracting Officer.

- (b) The Architect shall serve as the Contracting Officer's technical representative with respect to architectural, **Schedule** engineering, and design matters related to the work performed under the contract. The Architect may provide direction on contract performance. Such direction shall be within the scope of the contract and may not be of a nature which: (1) institutes additional work outside the scope of the contract; (2) constitutes a change as defined in the Changes clause herein; (3) causes an increase or decrease in the cost of the contract; (4) alters the Construction Progress Schedule; or (5) changes any of the other express terms or conditions of the contract.
- (c) The Architect's duties and responsibilities may include but shall not be limited to:
- (1) Making periodic visits to the work site, and on the basis of his/her on-site inspections, issuing written reports to the PHA which shall include all observed deficiencies. The Architect shall file a copy of the report with the Contractor's designated representative at the site;
 - (2) Making modifications in drawings and technical specifications and assisting the Contracting Officer in the preparation of change orders and other contract modifications for issuance by the Contracting Officer;
 - (3) Reviewing and making recommendations with respect to - (i) the Contractor's construction progress schedules; (ii) the Contractor's shop and detailed drawings; (iii) the machinery, mechanical and other equipment and materials or other articles proposed for use by the Contractor; and, (iv) the Contractor's price breakdown and progress payment estimates; and,
 - (4) Assisting in inspections, signing Certificates of Completion, and making recommendations with respect to acceptance of work completed under the contract.

4. Other Contracts

The PHA may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with PHA employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by PHA employees

Construction Requirements

5. Pre-construction Conference and Notice to Proceed

of the work, and that it has investigated and satisfied itself

- (a) Within ten calendar days of contract execution, and prior to the commencement of work, the Contractor shall attend a preconstruction conference with representatives of the PHA, its Architect, and other interested parties convened by the PHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract. The PHA will provide the Contractor with the date, time, and place of the conference.
- (b) The contractor shall begin work upon receipt of a written Notice to Proceed from the Contracting Officer or designee. The Contractor shall not begin work prior to receiving such notice.

6. Construction Progress

- (a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring labor, materials, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments or take other remedies under the contract until the Contractor submits the required schedule.
- (b) The Contractor shall enter the actual progress on the chart as required by the Contracting Officer, and immediately deliver three copies of the annotated schedule to the Contracting Officer. If the Contracting Officer determines, upon the basis of inspection conducted pursuant to the clause entitled Inspection and Acceptance of Construction, herein that the Contractor is not meeting the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the PHA. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.
- (c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the Contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the Default clause of this contract.

7. Site Investigation and Conditions Affecting the Work

- (a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location as to the general and local conditions which can affect the work or its cost, including but not limited to, (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is

reasonably ascertainable from an inspection of the site, including all exploratory work done by the PHA, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the PHA.

- (b) The PHA assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the PHA. Nor does the PHA assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

8. Differing Site Conditions

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or (2) unknown physical conditions at the site(s), of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

(b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. Work shall not proceed at the affected site, except at the

Contractor's risk, until the Contracting Officer has provided written instructions to the Contractor. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, the Contractor shall file a claim in writing to the PHA within ten days after receipt of such instructions and, in any event, before proceeding with the work. An equitable adjustment in the contract price, the delivery schedule, or both shall be made under this clause and the contract modified in writing accordingly.

(c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.

(d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

9. Specifications and Drawings for Construction

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be

promptly submitted to the Contracting Officer, who shall

promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by", or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

(c) Where "as shown" "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place" that is "furnished and installed".

(d) "Shop drawings" means drawings, submitted to the PHA by the Contractor, subcontractor, or any lower tier subcontractor, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit, and attachment details) of materials of equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract. The PHA may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with other contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the PHA's reasons therefore. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Architect approves any such variation and the Contracting Officer concurs, the Contracting Officer shall issue an appropriate modification to the contract, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) It shall be the responsibility of the Contractor to make timely requests of the PHA for such large scale and full size drawings, color schemes, and other additional information, not already in his possession, which shall be

required in the planning and production of the work. Such requests may be submitted as the need arises, but each such request shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay.

- (h) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the PHA and one set will be returned to the Contractor. As required by the Contracting Officer, the Contractor, upon completing the work under this contract, shall furnish a complete set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the work is completed and accepted.
- (i) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all shop drawings prepared by subcontractors are submitted to the Contracting Officer.

10. As-Built Drawings

- (a) "As-built drawings," as used in this clause, means drawings submitted by the Contractor or subcontractor at any tier to show the construction of a particular structure or work as actually completed under the contract. "As-built drawings" shall be synonymous with "Record drawings."
- (b) As required by the Contracting Officer, the Contractor shall provide the Contracting Officer accurate information to be used in the preparation of permanent as-built drawings. For this purpose, the Contractor shall record on one set of contract drawings all changes from the installations originally indicated, and record final locations of underground lines by depth from finish grade and by accurate horizontal offset distances to permanent surface improvements such as buildings, curbs, or edges of walks.
- (c) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all as-built drawings prepared by subcontractors are submitted to the Contracting Officer.

11. Material and Workmanship

- (a) All equipment, material, and articles furnished under this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the contract to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of, and as approved by the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.
- (b) Approval of equipment and materials.
- (1) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the

machinery and mechanical and other equipment.

When required by this contract or by the Contracting Officer, the Contractor shall also obtain the

Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting

approval, the Contractor shall provide full information concerning the material or articles. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

- (2) When required by the specifications or the Contracting Officer, the Contractor shall submit appropriately marked samples (and certificates related to them) for approval at the Contractor's expense, with all shipping charges prepaid. The Contractor shall label, or otherwise properly mark on the container, the material or product represented, its place of origin, the name of the producer, the Contractor's name, and the identification of the construction project for which the material or product is intended to be used.
- (3) Certificates shall be submitted in triplicate, describing each sample submitted for approval and certifying that the material, equipment or accessory complies with contract requirements. The certificates shall include the name and brand of the product, name of manufacturer, and the location where produced.
- (4) Approval of a sample shall not constitute a waiver of the PHA right to demand full compliance with contract requirements. Materials, equipment and accessories may be rejected for cause even though samples have been approved.
- (5) Wherever materials are required to comply with recognized standards or specifications, such specifications shall be accepted as establishing the technical qualities and testing methods, but shall not govern the number of tests required to be made nor modify other contract requirements. The Contracting Officer may require laboratory test reports on items submitted for approval or may approve materials on the basis of data submitted in certificates with samples. Check tests will be made on materials delivered for use only as frequently as the Contracting Officer determines necessary to insure compliance of materials with the specifications. The Contractor will assume all costs of retesting materials which fail to meet contract requirements and/or testing materials offered in substitution for those found deficient.
- (6) After approval, samples will be kept in the Project office until completion of work. They may be built into the work after a substantial quantity of the materials they represent has been built in and accepted.
- (c) Requirements concerning lead-based paint. The Contractor shall comply with the requirements concerning lead-based paint contained in the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) as implemented by 24 CFR Part 35.

12. Permits and Codes

- (a) The Contractor shall give all notices and comply with all applicable laws, ordinances, codes, rules and regulations. Notwithstanding the requirement of the Contractor to comply with the drawings and specifications in the contract, all work installed shall comply with all applicable codes and regulations as amended by any

waivers. Before installing the work, the Contractor shall examine the drawings and the specifications for compliance with applicable codes and regulations bearing on the work and shall immediately report any discrepancy it may discover to the Contracting Officer.

Where the requirements of the drawings and specifications fail to comply with the applicable code or regulation, the Contracting Officer shall modify the contract by change order pursuant to the clause entitled Changes herein to conform to the code or regulation.

- (b) The Contractor shall secure and pay for all permits, fees, and licenses necessary for the proper execution and completion of the work. Where the PHA can arrange for the issuance of all or part of these permits, fees and licenses, without cost to the Contractor, the contract amount shall be reduced accordingly.

13. Health, Safety, and Accident Prevention

(a) In performing this contract, the Contractor shall:

- (1) Ensure that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health and/or safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation;
- (2) Protect the lives, health, and safety of other persons;
- (3) Prevent damage to property, materials, supplies, and equipment; and,
- (4) Avoid work interruptions.

(b) For these purposes, the Contractor shall:

- (1) Comply with regulations and standards issued by the Secretary of Labor at 29 CFR Part 1926. Failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96), 40 U.S.C. 3701 et seq.; and
 - (2) Include the terms of this clause in every subcontract so that such terms will be binding on each subcontractor.
- (c) The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment, and shall report this data in the manner prescribed by 29 CFR Part 1904.
- (d) The Contracting Officer shall notify the Contractor of any noncompliance with these requirements and of the corrective action required. This notice, when delivered to the Contractor or the Contractor's representative at the site of the work, shall be deemed sufficient notice of the noncompliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to take corrective action promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these circumstances.
- (e) The Contractor shall be responsible for its subcontractors' compliance with the provisions of this clause. The Contractor shall take such action with respect to any subcontract as the PHA, the Secretary of Housing and Urban Development, or the Secretary of Labor shall direct as a means of enforcing such provisions.

14. Temporary Heating

The Contractor shall provide and pay for temporary heating, covering, and enclosures necessary to properly protect all work and materials against damage by dampness and cold, to dry out the work, and to facilitate the completion of the work. Any permanent heating equipment used shall be turned over to the PHA in the condition and at the time required by the specifications.

15. Availability and Use of Utility Services

- (a) The PHA shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the PHA or, where the utility is produced by the PHA, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.
- (b) The Contractor, at its expense and in a manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the PHA, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

16. Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements

- (a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed under this contract, and which do not unreasonably interfere with the work required under this contract.
- (b) The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during performance of this contract, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.
- (c) The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. Prior to disturbing the ground at the construction site, the Contractor shall ensure that all underground utility lines are clearly marked.
- (d) The Contractor shall shore up, brace, underpin, secure, and protect as necessary all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be affected by the excavations or other operations connected with the construction of the project.
- (e) Any equipment temporarily removed as a result of work under this contract shall be protected, cleaned, and replaced in the same condition as at the time of award of this contract.

- (f) New work which connects to existing work shall correspond in all respects with that to which it connects and/or be similar to existing work unless otherwise required by the specifications.
- (g) No structural members shall be altered or in any way weakened without the written authorization of the Contracting Officer, unless such work is clearly specified in the plans or specifications.
- (h) If the removal of the existing work exposes discolored or unfinished surfaces, or work out of alignment, such surfaces shall be refinished, or the material replaced as necessary to make the continuous work uniform and harmonious. This, however, shall not be construed to require the refinishing or reconstruction of dissimilar finishes previously exposed, or finished surfaces in good condition, but in different planes or on different levels **Construction** when brought together by the removal of intervening work, unless such refinishing or reconstruction is specified in the plans or specifications.
- (i) The Contractor shall give all required notices to any adjoining or adjacent property owner or other party before the commencement of any work.
- (j) The Contractor shall indemnify and save harmless the PHA from any damages on account of settlement or the loss of lateral support of adjoining property, any damages from changes in topography affecting drainage, and from all loss or expense and all damages for which the PHA may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.
- (k) The Contractor shall repair any damage to vegetation, structures, equipment, utilities, or improvements, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

17. Temporary Buildings and Transportation of Materials

- (a) Temporary buildings (e.g., storage sheds, shops, offices, sanitary facilities) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the PHA. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.
- (b) The Contractor shall, as directed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any federal, state, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

18. Clean Air and Water

The contractor shall comply with the Clean Air Act, as amended, 42 USC 7401 et seq., the Federal Water Pollution Control Water Act, as amended, 33 U.S.C. 1251 et seq., and standards issued pursuant thereto in the facilities in which this contract is to be performed.

19. Energy Efficiency

The Contractor shall comply with 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 the contract is performed.

20. Inspection and Acceptance of

- (a) Definitions. As used in this clause -
 - (1) "Acceptance" means the act of an authorized representative of the PHA by which the PHA approves and assumes ownership of the work performed under this contract. Acceptance may be partial or complete.
 - (2) "Inspection" means examining and testing the work performed under the contract (including, when appropriate, raw materials, equipment, components, and intermediate assemblies) to determine whether it conforms to contract requirements.
 - (3) "Testing" means that element of inspection that determines the properties or elements, including functional operation of materials, equipment, or their components, by the application of established scientific principles and procedures.
- (b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. All work is subject to PHA inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.
- (c) PHA inspections and tests are for the sole benefit of the PHA and do not: (1) relieve the Contractor of responsibility for providing adequate quality control measures; (2) relieve the Contractor of responsibility for loss or damage of the material before acceptance; (3) constitute or imply acceptance; or, (4) affect the continuing rights of the PHA after acceptance of the completed work under paragraph (j) below.
- (d) The presence or absence of the PHA inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specifications without the Contracting Officer's written authorization. All instructions and approvals with respect to the work shall be given to the Contractor by the Contracting Officer.
- (e) The Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The PHA may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The PHA shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

- (f) The PHA may conduct routine inspections of the construction site on a daily basis.
- (g) The Contractor shall, without charge, replace or correct work found by the PHA not to conform to contract requirements, unless the PHA decides that it is in its interest to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.
- (h) If the Contractor does not promptly replace or correct rejected work, the PHA may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor, or (2) terminate for default the Contractor's right to proceed.
- (i) If any work requiring inspection is covered up without approval of the PHA, it must, if requested by the Contracting Officer, be uncovered at the expense of the Contractor. If at any time before final acceptance of the entire work, the **Construction PHA** considers it necessary or advisable, to examine work already completed by removing or tearing it out, the Contractor, shall on request, promptly furnish all necessary facilities, labor, and material. If such work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray all the expenses of the examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, the Contracting Officer shall make an equitable adjustment to cover the cost of the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.
- (j) The Contractor shall notify the Contracting Officer, in writing, as to the date when in its opinion all or a designated portion of the work will be substantially completed and ready for inspection. If the Architect determines that the state of preparedness is as represented, the PHA will promptly arrange for the inspection. Unless otherwise specified in the contract, the PHA shall accept, as soon as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines and designates can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the PHA's right under any warranty or guarantee.

21. Use and Possession Prior to Completion

- (a) The PHA shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the PHA intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The PHA's possession or use shall not be deemed an acceptance of any work under the contract.
- (b) While the PHA has such possession or use, the Contractor shall be relieved of the responsibility for (1) the loss of or damage to the work resulting from the PHA's possession or use, notwithstanding the terms of the clause entitled Permits and Codes herein; (2) all maintenance costs on the areas occupied; and, (3) furnishing heat, light, power, and water used in the areas

occupied without proper remuneration therefore. If prior possession or use by the PHA delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

22. Warranty of Title

The Contractor warrants good title to all materials, supplies, and equipment incorporated in the work and agrees to deliver the premises together with all improvements thereon free from any claims, liens or charges, and agrees further that neither it nor any other person, firm or corporation shall have any right to a lien upon the premises or anything appurtenant thereto.

23. Warranty of

- (a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (j) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any subcontractor or supplier at any tier. This warranty shall continue for a period of _____ (one year unless otherwise indicated) from the date of final acceptance of the work. If the PHA takes possession of any part of the work before final acceptance, this warranty shall continue for a period of (one year unless otherwise indicated) from the date that the PHA takes possession.
- (b) The Contractor shall remedy, at the Contractor's expense, any failure to conform, or any defect. In addition, the Contractor shall remedy, at the Contractor's expense, any damage to PHA-owned or controlled real or personal property when the damage is the result of—
- (1) The Contractor's failure to conform to contract requirements; or
 - (2) Any defects of equipment, material, workmanship or design furnished by the Contractor.
- (c) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for (one year unless otherwise indicated) from the date of repair or replacement.
- (d) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect or damage.
- (e) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the PHA shall have the right to replace, repair or otherwise remedy the failure, defect, or damage at the Contractor's expense.
- (f) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall:
- (1) Obtain all warranties that would be given in normal commercial practice;
 - (2) Require all warranties to be executed in writing, for the benefit of the PHA; and,
 - (3) Enforce all warranties for the benefit of the PHA.
- (g) In the event the Contractor's warranty under paragraph (a) of this clause has expired, the PHA may bring suit at its own expense to enforce a subcontractor's, manufacturer's or supplier's warranty.

- (h) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defect of material or design furnished by the PHA nor for the repair of any damage that results from any defect in PHA furnished material or design.
- (i) Notwithstanding any provisions herein to the contrary, the establishment of the time periods in paragraphs (a) and (c) above relate only to the specific obligation of the Contractor to correct the work, and have no relationship to the time within which its obligation to comply with the contract may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to its obligation other than specifically to correct the work.
- (j) This warranty shall not limit the PHA's rights under the Inspection and Acceptance of Construction clause of this contract with respect to latent defects, gross mistakes or fraud.

24. 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.

Administrative Requirements

25. Contract Period

this contract within _____ calendar days of the effective date of the contract, or within the time schedule established in the notice to proceed issued by the Contracting Officer.

26. Order of Provisions

accordance with the terms and conditions of the

In the event of a conflict between these General Conditions and the Specifications, the General Conditions shall prevail. In the event of a conflict between the contract and any applicable state or local law or regulation, the state or local law or regulation shall prevail; provided that such state or local law or regulation does not conflict with, or is less restrictive than applicable federal law, regulation, or Executive Order. In the event of such a conflict, applicable federal law, regulation, and Executive Order shall prevail.

27. Payments

retain ten (10) percent of the amount of progress

- (a) The PHA shall pay the Contractor the price as provided in this contract.
- (b) The PHA shall make progress payments approximately every 30 days as the work proceeds, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer. The PHA may, subject to written determination and approval of the Contracting Officer, make more frequent payments to contractors which are qualified small businesses.
- (c) Before the first progress payment under this contract, the Contractor shall furnish, in such detail as requested by the Contracting Officer, a breakdown of the total contract price showing the amount included therein for each principal category of the work, which shall substantiate the payment amount requested in order to provide a

basis for determining progress payments. The breakdown shall be approved by the Contracting Officer and must be acceptable to HUD. If the contract covers more than one project, the Contractor shall furnish a separate breakdown for each. The values and quantities employed in making up this breakdown are for determining the amount of progress payments and shall not be construed as a basis for additions to or deductions from the contract price. The Contractor shall prorate its overhead and profit over the construction period of the contract.

- (d) The Contractor shall submit, on forms provided by the PHA, periodic estimates showing the value of the work performed during each period based upon the approved

submitted not later than _____ days in advance of the date set for payment and are subject to correction and revision as required. The estimates must be approved by the Contracting Officer with the concurrence of the Architect prior to payment. If the contract covers more than one project, the Contractor shall furnish a separate progress payment estimate for each.

- (e) Along with each request for progress payments and the required estimates, the Contractor shall furnish the following certification, or payment shall not be made: I hereby certify, to the best of my knowledge and belief, that:

- (1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;
- (2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements; and,
- (3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in subcontract.

Name:

Title:

Date:

- (f) Except as otherwise provided in State law, the PHA shall

payments until completion and acceptance of all work under the contract; except, that if upon completion of 50 percent of the work, the Contracting Officer, after consulting with the Architect, determines that the Contractor's performance and progress are satisfactory, the PHA may make the remaining payments in full for the work subsequently completed. If the Contracting Officer subsequently determines that the Contractor's performance and progress are unsatisfactory, the PHA shall reinstate the ten (10) percent (or other percentage as provided in State law) retainage until such time as the Contracting Officer determines that performance and progress are satisfactory.

- (g) The Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration when computing progress payments.

Material delivered to the Contractor at locations other than the site may also be taken into consideration if the Contractor furnishes satisfactory evidence that (1) it has acquired title to such material; (2) the material is properly stored in a bonded warehouse, storage yard, or similar suitable place as may be approved by the Contracting Officer; (3) the material is insured to cover its full value; and (4) the material will be used to perform this contract. Before any progress payment which includes delivered material is made, the Contractor shall furnish such documentation as the Contracting Officer may require to assure the protection of the PHA's interest in such materials. The Contractor shall remain responsible for such stored material notwithstanding the transfer of title to the PHA.

- (h) All material and work covered by progress payments made shall, at the time of payment become the sole property of the PHA, but this shall not be construed as (1) relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or, (2) waiving the right of the PHA to require the fulfillment of all of the terms of the contract. In the event the work of the Contractor has been damaged by other contractors or persons other than employees of the PHA in the course of their employment, the Contractor shall restore such damaged work without cost to the PHA and to seek redress for its damage only from those who directly caused it.
- (i) The PHA shall make the final payment due the Contractor under this contract after (1) completion and final acceptance of all work; and (2) presentation of release of all claims against the PHA arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. Each such exception shall embrace no more than one claim, the basis and scope of which shall be clearly defined. The amounts for such excepted claims shall not be included in the request for final payment. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned.
- (j) Prior to making any payment, the Contracting Officer may require the Contractor to furnish receipts or other evidence of payment from all persons performing work and supplying material to the Contractor, if the Contracting Officer determines such evidence is necessary to substantiate claimed costs.
- (k) The PHA shall not; (1) determine or adjust any claims for payment or disputes arising there under between the Contractor and its subcontractors or material suppliers; or, (2) withhold any moneys for the protection of the subcontractors or material suppliers. The failure or refusal of the PHA to withhold moneys from the Contractor shall in nowise impair the obligations of any surety or sureties under any bonds furnished under this contract.

28. 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.

29. Changes

- (a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes:
 - (1) In the specifications (including drawings and designs);
 - (2) In the method or manner of performance of the work;
 - (3) PHA-furnished facilities, equipment, materials, services, or site; or,
 - (4) Directing the acceleration in the performance of the work.
- (b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances and source of the order and (2) that the Contractor regards the order as a change order.
- (c) Except as provided in this clause, no order, statement or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.
- (d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for a adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the PHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.
- (e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause, or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.
- (f) The Contractor's written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:

- (1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor breakdowns by hours or unit costs (identified with specific work to be performed); Construction equipment exclusively necessary for the change; Costs of preparation and/ or revision to shop drawings resulting from the change; Worker's Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and, Bond Costs when size of change warrants revision.
- (2) Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.
- (3) Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change. The allowability of the direct and indirect costs shall be determined in accordance with the Contract Cost Principles and Procedures for Commercial Firms in Part 31 of the Federal Acquisition Regulation (48 CFR 1-31), as implemented by HUD Handbook 2210.18, in effect on the date of this contract. The Contractor shall not be allowed a profit on the profit received by any subcontractor. Equitable adjustments for deleted work shall include a credit for profit and may include a credit for indirect costs. On proposals covering both increases and decreases in the amount of the contract, the application of indirect costs and profit shall be on the net-change in direct costs for the Contractor or subcontractor performing the work.
- (g) The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.
- (h) The Contracting Officer shall act on proposals within 30 days after their receipt, or notify the Contractor of the date when such action will be taken.
- (i) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled Disputes herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.
- (j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

30. Suspension of Work

- (a) The Contracting Officer may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the PHA.
- (b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified (or within a reasonable time if not specified) in this contract an adjustment shall be made for any increase in the cost of performance of the contract (excluding profit) necessarily caused by such unreasonable suspension, delay, or interruption and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have

been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor or for which any equitable adjustment is provided for or excluded under any other provision of this contract.

- (c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and, (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

31. Disputes

- (a) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under the contract, unlike a claim relating to the contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim. The submission may be converted to a claim by complying with the requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- (b) Except for disputes arising under the clauses entitled Labor Standards - Davis Bacon and Related Acts, herein, 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.
- (c) 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.
- (d) The Contracting Officer shall, within 60 (unless otherwise indicated) days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
- (e) 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 unless otherwise indicated) days after receipt of the Contracting Officer's decision.
- (f) 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.

32. 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 this 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 **Convenience** 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. Examples of such causes include (i) acts of God, or of the public enemy, (ii) acts of the PHA or other governmental entity in either its sovereign or contractual capacity, (iii) acts of another contractor in the performance of a contract with the PHA, (iv) fires, (v) floods, (vi) epidemics, (vii) quarantine restrictions, (viii) strikes, (ix) freight embargoes, (x) unusually severe weather, or (xi) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and
- (2) The Contractor, within days (10 days unless otherwise indicated) from the beginning of such delay (unless extended by the Contracting Officer) 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 obligations of the parties will be the same as if the termination had been for convenience of the PHA.

33. Liquidated Damages

- (a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, as specified in the clause entitled Default of this contract, the Contractor shall pay to the PHA as liquidated damages, the sum of \$ _____ [Contracting Officer insert amount] for each day of delay. If different completion dates are specified in the contract for separate parts or stages of the work, the amount of liquidated damages shall be assessed on those parts or stages which are delayed. To the extent that the Contractor's delay or nonperformance is excused under another clause in this contract, liquidated damages shall not be due the PHA. The Contractor remains liable for damages caused other than by delay.
- (b) If the PHA terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final

completion of the work together with any increased costs occasioned the PHA in completing the work.

- (c) If the PHA does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

34. Termination for

- (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.

35. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the PHA under the contract may be assigned to a bank, trust company, or other financial institution. Such assignments of claims shall only be made with the written concurrence of the Contracting Officer. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership as approved by the Contracting Officer.

36. Insurance

- (a) Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract:
- (1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.
- (2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$ _____ [Contracting Officer insert amount]

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

- (3) Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$ _____

[Contracting Officer insert amount] per occurrence.

- (b) Before commencing work, the Contractor shall furnish the PHA with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PHA. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started. It

need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA's existing fire and extended coverage policy can be endorsed to include such work.

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

37. Subcontracts

- (a) Definitions. As used in this contract -

(1) "Subcontract" means any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by a subcontractor to furnish supplies, materials, equipment, and services for the performance of the prime contract or a subcontract.

(2) "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor.

- (b) The Contractor shall not enter into any subcontract with any subcontractor who has been temporarily denied participation in a HUD program or who has been suspended or debarred from participating in contracting programs by any agency of the United States Government or of the state in which the work under this contract is to be performed.
- (c) The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.
- (d) The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.
- (e) Nothing contained in this contract shall create any contractual relationship between any subcontractor and the PHA or between the subcontractor and HUD.

38. Subcontracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms

The Contractor shall take the following steps to ensure that, whenever possible, subcontracts are awarded to small business firms, minority firms, women's business enterprises, and labor surplus area firms:

- (a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (b) Ensuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
- (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
- (d) Establishing delivery schedules, where the requirements of the contract permit, which encourage participation by small and minority businesses and women's business enterprises; and
- (e) Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and State and local governmental small business agencies.

39. Equal Employment Opportunity

During the performance of this contract, the Contractor/Seller agrees as follows:

- (a) The Contractor/Seller shall not discriminate against any employee or applicant for employment because of race color, religion, sex, sexual orientation, gender identity, disability, or national origin.
- (b) The Contractor/Seller shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. Such action shall include, but not be limited to, (1) employment, (2) upgrading demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination, (7) rates of pay or other forms of compensation, and (8) selection for training, including apprenticeship

(c) The Contractor/Seller agrees to post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

(d) The Contractor/Seller shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor/Seller, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(e) The Contractor/Seller shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(f) The Contractor/Seller shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(g) The Contractor/Seller shall furnish all information and reports required by Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor/Seller shall permit

access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(h) In the event of a that the Contractor/Seller is in noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor/seller may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(i) The contractor/seller will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub[contractor/seller] or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the [contractor/seller] may request the United States to enter into such litigation to protect the interests of the United States.

(j) Compliance with the requirements of this clause shall be to the maximum extent consistent with, but not in derogation of, compliance with section 7(b) of the Indian Self-Determination and Education Assistance Act and the Indian Preference clause of this contract.

40. Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968.

(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 notice shall describe the Section 3 prioritization requirements and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04).

(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) 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.

(f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

41. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.

42. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the PHA, no member of the governing body of the locality in which the project is situated, no member of the governing body of the locality in which the PHA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

43. Limitations on Payments made to Influence Certain Federal Financial Transactions

- (a) The Contractor agrees to comply with Section 1352 of Title 31, United States Code which prohibits the use of **Acts** Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) The Contractor further agrees to comply with the requirement of the Act to furnish a disclosure (OMB Standard Form LLL, Disclosure of Lobbying Activities) if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

44. Royalties and Patents

The Contractor shall pay all royalties and license fees. It shall defend all suits or claims for infringement of any patent rights and shall save the PHA harmless from loss on account thereof; except that the PHA shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified and the Contractor has no reason to believe that the specified design, process, or product is an infringement. If, however, the Contractor has reason to believe that any design, process or product specified is an infringement of a patent, the Contractor shall promptly notify the Contracting Officer. Failure to give such notice shall make the Contractor responsible for resultant loss.

45. Examination and Retention of Contractor's Records

- (a) The PHA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 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.
- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to (1) appeals under the Disputes clause of this contract, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which the PHA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

46. Labor Standards - Davis-Bacon and Related

If the total amount of this contract exceeds \$2,000, the Federal labor standards set forth in the clause below shall apply to the development or construction work to be performed under the contract.

- (a) Minimum Wages.
 - (1) All laborers and mechanics employed under this contract in the development or construction 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 taken 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 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 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) (1) 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 and 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.

(2) 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.

- (3) 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.
- (e) 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.
- (f) Contract termination; debarment. A breach of this contract clause may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.
- (g) 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.
- (h) 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.
- (i) 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.

(j) Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) 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, including watchmen and guards, shall require or permit any such laborer or mechanic in any workweek in which the individual 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.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in subparagraph (j)(1) of this clause, the Contractor and any 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 such 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 subparagraph (j)(1) of this clause, in the sum of \$27 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 subparagraph (j)(1) of this clause. DOL posts current fines at: <https://www.dol.gov/whd/govcontracts/cwhssa.htm#cmp>

(3) 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 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 subparagraph (j)(2) of this clause.

(k) 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.

47. Non-Federal Prevailing Wage Rates

(a) Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under State or tribal 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:

(1) 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;

(b) 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

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

48. 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.

() 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.

COLUMBUS METROPOLITAN HOUSING AUTHORITY

Contract Specifications for

HARRIET'S HOPE – NEW BUILD

**1581 West Broad Street
Columbus, Ohio 43222**

SECTION F

Special Conditions

SPECIAL CONDITIONS

1.01 GENERAL

1. The following items amend and supplement Instructions to Bidders, HUD Form 5369, and The General Conditions, HUD Form 5370, of the Contract for Construction.
2. The contractor **MUST** read and comply with this section.

1.02 PROJECT SITE (PROJECT NAME AND ADDRESS)

HARRIER'T HOPE – NEW BUILD

1581 West Broad Street • Columbus, Ohio 43222

NOTE: ALL PROSPECTIVE BIDDERS MUST VISIT THE PROJECT SITE AND FAMILIARIZE THEMSELVES WITH THE SCOPE OF WORK AND LOCAL CONDITIONS AFFECTING THE COST OF WORK. THIS MUST BE DONE PRIOR TO SUBMITTING A BID FOR THE PROJECT.

1.03 STATE OF OHIO TAXES

- A. Materials purchased for use or consumption in connection with the proposed work will be exempt from State of Ohio sales tax and also from the State of Ohio Use Tax.
- B. Purchase of expendable items by the contractor, such as lumber, tools, oils, grease, fuel, or equipment rentals, are subject to the application of the Ohio Sales and/or Use Tax.

1.04 CONTRACT TIME

The Base Bid of this project must be complete within Three Hundred Sixty-Five (365) calendar days of receipt of the Notice to Proceed.

1.05 DELAYS AND EXTENSION OF TIME

- A. If the Contractor is delayed at any time in the progress of the work by any act of neglect of Owner, Architect, or by any separate Contractor employed by Owner, or by changes ordered in the work; or by any act, hindrance, obstruction, or interference; or by labor disputes, fire, unusual delay in transportation, unavoidable casualties or any other causes beyond the control of both Contractor and its sub-Contractors; or by any cause which the Owner shall decide justifies the delay; or by delay authorized by Owner pending arbitration, then the contract time shall be extended by change order. For all such delays or suspensions, Contractor shall be allowed one day additional to the time limitations set forth in this contract for each day that such delay caused in the completion of the work, the same to be ascertained solely by the Architect and the Owner.

- B. **ALL DEMANDS FOR EXTENSION OF TIME SHALL BE MADE IN WRITING TO THE OWNER NOT MORE THAN TEN (10) CALENDAR DAYS AFTER THE COMMENCEMENT OF DELAY; OTHERWISE, ANY RIGHT TO EXTENSION OF TIME SHALL BE WAIVED.**

The Contractor shall provide an estimate of the probable effect of such delay on the progress of the work with the extension request. Contractor agrees that time is of the essence and that failure to give timely notice will prejudice both Owners' ability to investigate the cause of delay and Contractor's right to an equal time extension from the Owner.

- C. If no agreement is made stating the dates upon which the written Contract shall be furnished, then no time extension for delay shall be allowed on account of failure to furnish such interpretations until fifteen (15) days after demand is made for them, and not then unless such demand is reasonable.
- D. **If the Contractor is delayed by the Owner and the Contractor provides Notice as required in the Contract Documents, the Owner and Contractor agree that the measure of damages shall be a reasonable time extension and the resulting Extended Field General Conditions costs as determined by the Owner after consultation with the Architect.**

Contractor shall be entitled to no other costs other than Extended Field Conditions.

Contractor acknowledges that the measure of damages for an Owner-caused delay provided above represents a reasonable estimate of the actual damages it would incur as a proximate cause of the Owner's delay.

If the Contractor incurs additional costs for disruption, accelerations, labor inefficiency, or any other impact cost caused by an Owner-caused delay and provides Notice as required in the Contract Documents, the Owner and Contractor agree that the measure of damages for such costs shall be the additional premium cost of overtime wages incurred by the Contractor. Contractor acknowledges that disruption, acceleration, labor inefficiency, or other impact costs are difficult to quantify and that the measure of damages above represents a reasonable estimate of the actual damages it would incur for disruption, acceleration, labor inefficiency, and impact costs as a proximate cause of the Owner's delay.

- E. Anything contained in the Contract to the contrary notwithstanding, the Contractor shall not be entitled to damages or to extra compensation by reason of delays occasioned by proceedings to review the awarding of the Contract to the Contractor, or to review the awarding of any other Contract to any other Contractor.

1.06 LIQUIDATED DAMAGES

In the event of Contractor-caused delays, the Contractor and his sureties shall be liable for and shall pay to CMHA the sum of **\$500.00**, as fixed, agreed, and liquidated damages for each calendar day of delay until the work is completed and accepted.

1.07 DOCUMENTS REQUIRED OF SUCCESSFUL BIDDER

- A. **Within three (3) calendar days after bid opening**, the three apparent low bidders must furnish to Owner two (2) copies of the Current Financial Statement (See Information for Bidders).
- B. Within fourteen (14) calendar days after the Contractor receives his **approved contract**; the Contractor must furnish to Owner two (2) original copies of each of the following:
 - 1.) Evidence of Insurance Coverage
 - 2.) Workmen's Compensation Certificate
 - 3.) Performance and Payment Bond Documents or as indicated in Section B, Part I, Item 17.
 - 4.) Project Schedule of Values: Bid Cost Breakdown
 - 5.) His Commitment/Contract with all MBE firms listed on Bid Form #5A.

1.08 SPECIFICATIONS & DRAWINGS

The Contractor shall be furnished with five (5) copies of drawings and specifications and addendum. Additional sets shall be furnished at a cost of reproduction.

1.09 COMMUNICATION

- A. All notices, demands, requests, instructions, approvals, and claims must be in writing.
- B. Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the signature page of the contract (or at such other office as he may designate in writing to CMHA) or deposited in the United States mail in a sealed, postage-prepaid envelope, or if delivered with charges prepaid to any telegraph company for transmission, in case addressed to such office.
- C. All papers required to be delivered to CMHA shall, unless otherwise specified in writing to the Contractor, be delivered to the Executive Director; Columbus Metropolitan Housing Authority, 880 East Eleventh Avenue, Columbus, Ohio 43211, and any notice to or demand upon CMHA shall be sufficiently given if so delivered or deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission to said Executive Director at said address.

1.10 SUBMITTALS

- A. Within **14 calendar days after the pre-construction meeting**, the Contractor shall submit to the Architect for his review and approval three **(3) copies of a Submittal Schedule for all material submittals and shop drawings** as specified in the project specifications and as outlined in the submittal and shop drawings summary sheet (included in the Technical Specifications). No materials shall be delivered to the site and used for work without the written approval from the Architect.

- B. Submittals and shop drawings shall include, but not be limited to, the following information:
1. Name of each manufacturer of each material/equipment proposed for use in the work.
 2. Contractor(s) and/or manufacturer(s) printed specifications or literatures for materials and equipment.
 3. Samples and shop drawings as specified in the specifications. All samples/shop drawings shall have labels clearly showing the name of manufacturer and the referenced section of the specifications and/or contract drawings.

1.11 PRODUCT DELIVERY, STORAGE AND PROTECTION

The material used shall be delivered to the job site in the original, unopened packages, clearly labeled with manufacturer's name, brand name, and identifying numbers as are appropriate. Any materials stored on the site shall be kept dry and protected from damage by a method approved by the Owner. Adhesives shall be stored between 60 degrees and 80 degrees F.

1.12 PROTECTION AND OCCUPANCY OF PREMISES

- A. Contractor will be held responsible for the safe condition of all existing structures, parking areas, grass areas, etc., scheduled to remain and any damage to the same resulting from operations under this contract. Abuse of personal property or conduct that may be considered offensive to CMHA employees will not be tolerated. Contractor's project superintendent will be held responsible for the conduct of all personnel on project.
- B. The Owner reserves the right to demand for replacement of any employees of Contractor and/or its sub-Contractor for the following reasons:
1. Any employee(s) with offensive conduct toward the Owner's representatives.
 2. Any employee(s) who choose not to cooperate with Owner's representative, which caused hardship or delay of construction or affect the quality of construction.
 3. Any other misconduct in direct conflict with the law.
- C. At all times all sidewalks, entrances, and exits leading to or coming from the resident units, or public places, to the streets or parking areas **MUST** be kept clean, safe and in good condition as accepted by the Owner.

1.13 DAMAGES

Any damages to the existing buildings or their contents, walks, and landscaping scheduled to remain as a result of Contractor's construction operations will be repaired or replaced at the Contractor's expense by workers skilled in the various trades. Any damages to tenant property that may result from Contractor's performance will be replaced at the Contractor's expense. The Contractor will carry insurance as protection against this item.

1.14 CLEAN UP

Upon completion of the work or part of the work, the Contractor shall thoroughly clean all areas of dirt, dust and debris caused by the installation. The Contractor shall also remove all debris caused by the installation each day from the site.

1.15 CONSTRUCTION COORDINATION

General

- A. The normal job working hours shall be established by mutual cooperation and agreement of all Prime Contractors and the Owner.
- B. During established working hours, it shall be the responsibility of the Prime Contractors and their sub-Contractor to provide all necessary skilled craftsmen as to cause no delays to any phase or part of construction work, as scheduled.
- C. Each Contractor shall furnish the Architect with sufficient copies of the Progress Schedule for distribution to all involved.
- D. All Prime Contractors shall provide sufficient and adequate supervision, labor, materials, and equipment necessary to properly correlate all phases of the work to the end, that the approved Progress Schedule can be adhered to and the contract completion date met.
- E. All building permits/work required will be the responsibility of the Contractor. The particular Contractor whose work is involved shall pay for any other permits.

1.16 SCHEDULE OF AMOUNTS FOR CONTRACT PAYMENTS

- A. A detailed Bid Cost Breakdown, Schedule of Values and Project Schedule shall be submitted after Contract Award and shall be used as a basis upon which partial payments may be authorized. The Contractor shall furnish to CMHA, on forms supplied, a detailed estimate (herein termed "Breakdown"), giving a complete breakdown of this contract price, so arranged, detailed, and itemized as to meet the approval of the Architect and the Owner.
- B. The values and quantities employed in making up this Breakdown are for determining the amount of partial payments and shall be taken as a basis for additions to or deductions from the contract price after the contract award.
- C. In order to receive partial payments as the work progresses, the Contractor shall submit to the Owner, on forms supplied, periodic estimates showing the value of the work performed each period, based upon the items appearing in the approved Breakdown. Such estimates must be submitted no later than ten days in advance of the date set for payments and are subject to correction and revision as required. In final form, they must bear the certification of both the Architect and the Owner before any payment can be made.

2.01 TEMPORARY FACILITIES

☒ Required ☐ Not Required

A. General

1. Any Contractor requiring one of the temporary services before it can be provided as specified, or whose requirements with respect to a particular service differ from the service specified, shall provide such service, at his own expense and in a manner satisfactory to the Owner.
2. All temporary facilities are to be maintained and kept in good operating condition. Maintenance personnel necessary to perform this work shall be provided in accordance with the requirements. Maintenance time will include normal working hours for all trades and start up and shut down overtime as required.
3. If temporary fencing around the premises of each phase of construction is required, the layout, method of installation, and the time frame of such fence(s) are subject to Owner's approval. If Contractor refuses to install the temporary fencing within the time frame specified by the Owner, the Owner reserves the right to pursue other Contractor(s) to install such fencing and all costs for this installation will be deducted from the prime Contractor's contract payment.

B. Temporary Field Office, Sheds and Telephone

If it is not specifically waived and/or the contractor is directed otherwise, in this Item 2.01-B, the contractor will comply with the following:

1. The Contractor shall provide and maintain clean weather-tight offices at the site for his use, his Sub-Contractor's Agents, Owners Representative, and the Architect, and at which location he or his authorized agent shall be present, or to which either may be readily called at all times while the work is in progress. Copies of permits, approved shop drawings and specifications marked up-to date with all revisions and all addenda shall be kept at said office ready for use at all times. Field offices shall be located as directed by the Owner and/or Architect.
2. The Contractor field office shall be painted, heated, lighted and provided with ventilating windows, which operate, doors with locks and private line telephone service. One room in the temporary office at least 8' x 10' with plan table; desks, each with suitable chairs or stools, a plan rack, metal filing cabinets and coin-free telephone shall be provided for use of the Owner's representative and Architect's field office, including the installation cost and use of telephone, heat, air conditioning, light, water, and janitor service shall be borne by the Contractor. Contractor shall be reimbursed for all long-distance calls made by parties other than him.
3. Prime Contractors or Subcontractors shall provide office space for their own use, complete with heat, light, telephone and with a complete set of plans and specifications kept marked up-to-date with revisions, addenda and all permits and approved shop drawings on file.

4. Field office shall be maintained until final acceptance and then be removed by the respective Contractors no later than 15 days after acceptance of the project unless the Architect orders or approves earlier removal.
5. All utility installation costs to their field offices are the responsibility of each Prime Contractor or Subcontractor.
6. Each Prime Contractor or Subcontractor shall provide and maintain such additional offices, storage sheds and other temporary buildings or trailers on the project as required for his own use. These shall be located where directed by the Architect or Owner. All temporary sheds shall be given a fresh coat of dark green exterior paint.

C. Water

1. Under limited renovation and normal circumstances, water is available from the Owner. For new construction or large water usage and consumption, the Contractor shall arrange and pay for connection to existing water service where directed by the Owner. Contractor shall furnish and install temporary risers, hose bibs, etc. at no cost to Owner, and pay for cost of water consumption.
2. If the use-period for this temporary installation will include freezing weather, the Contractor shall provide an insulated hosing for exposed temporary service piping such as will insure against damage from freezing and in accordance with the water company's requirements.
3. Each Prime Contractor shall provide and be responsible for dispensing drinking water for all personnel under his jurisdiction. An adequate supply of drinking water shall be available on the site at a convenient distance for any workman.

D. Temporary Sanitary Arrangements

1. At start of work, Contractor shall provide and pay for temporary portable chemical toilets, acceptable to public health authorities, equal to one toilet per 25 men present on job. Computation of men present includes men of all other Contractors, Architect's personnel, city and state inspectors and Owner's personnel. Locate as directed by Architect or Owner. Maintain same in an antiseptic condition. Clean toilets at least once a week or more often, if required.
2. The Contractor shall maintain all toilets in a sanitary condition. Contractor shall furnish supplies.

E. Temporary Heat and Protection

1. Each Contractor shall provide at his own expense all cold weather protection as required to carry on his work expeditiously during inclement weather and to protect all his work and materials from damage by the weather.

2. Temporary Heat is the Prime Contractor's responsibility:
 - a.) Prime Contractor shall obtain and pay all costs from permits as required. Temporary heat shall be required for field offices and material storage sheds or trailers. The Prime Contractor shall be required to pay the cost of the temporary heating system.
 - b.) The Electrical Contractor shall expedite the temporary power to all equipment required and shall be responsible for any damage caused by inadequate wiring. He shall make ready power to the heating system to be used for temporary heating and permit the use of the electrical system for temporary heat without additional cost to the Prime Contractor or the Owner.
 - c.) Cost of electrical service and power consumed is covered under Item F, Temporary Light and Power.
3. The Prime Contractor shall advise the Subcontractor(s) daily as to temperatures required in various sheds or trailers as specified herein below:
 - a.) A temperature of not less than 50 degrees F during working hours and a temperature of at least 40 degrees F at all other times, throughout the heating season.
 - b.) It shall be the Prime Contractor's responsibility to inform the Subcontractor(s) of the range of temperatures required for temporary heat, so the temperature as recommended by the manufacturer of the material concerned is maintained while such materials are stored or being installed and for the length of time recommended.
4. Each Prime Contractor shall pay all fuel bills for heating systems for his use.
5. The Contractor's responsibility for temporary heat is as follows:
 - a.) When supplying a temporary heating system, the Contractor shall provide, operate, and maintain approved adequate heating units for the purpose specified. (The use of salamanders or similar open-type smoke producing devices will not be approved.) Only approved forced air heaters using oil, gas, butane, or electric or steam heated coils will be approved for use.
 - b.) Complete maintenance of the temporary system is the Contractor's responsibility, including greasing, oiling, etc. Contractor shall operate and be responsible for the complete operation of the system and will be required to respond to emergency failures at all times.
 - c.) Contractor shall furnish and install all metering devices, pressure regulators, ducts, vent pipes, valves, and piping, etc., required for a complete and fully operational system.

F. Temporary Light and Power

1. The Electrical Contractor is to provide temporary light, power, and meter(s) for construction purposes for all trades, including the cost of running temporary service from the Owners approved on-site location. This Contractor shall provide not less than one full-time electrician to maintain the temporary services. This electrician shall be on-site at all times when trades are working that require temporary power. This shall include both regular and overtime hours. The cost of all temporary electrical work shall be borne by the Electrical Contractor.
2. Premium pay for the temporary power electrician shall be negotiated between contractors on the job requiring overtime service. If an electrician is required on the project before total work is started, pay for the temporary power electrician shall be negotiated between the contractors on the job requiring this service.
3. The Contractor will pay the entire cost of electrical power consumed throughout the construction period.
4. The electrical requirements for all temporary heating systems shall be connected directly to the project temporary power system by the Electrical Contractor.
5. The electrical work for construction purposes shall conform to all Federal, State (Ohio Safety Code IC-3) (specific Safety Requirements) as well as requirements of the National Electric Code. The Electrical Contractor shall obtain and pay for required applications, permits and inspection pertaining to this work. The cost shall also be included in the Contractor's price.
6. Temporary work shall be installed in such a manner as not to interfere with the permanent construction. If such interference does occur, it shall be the responsibility of the Contractor to make such changes as may be required to overcome the interference.
7. Provide labor and material for the installation and maintenance of temporary light and power as may be required during the period of construction. The Contractor will pay cost of the electric current. Minimum requirements include:
 - a.) Temporary lighting as required.
 - b.) General all-purpose temporary power requirements.
 - c.) Connections for temporary heat. Check temporary heat requirements.
8. This service is to consist of distribution systems, panels per boards, grounding, branch circuits, switches, receptacle outlets and all other labor and materials necessary to provide a complete operating system. Provide ground fault protection where required.

9. Where sufficient power is not available from existing electrical systems on the Owner's property, the Contractor shall arrange and pay for temporary pole line construction from the public utility or shall provide electrical generators as required without any additional cost to the Owner.
10. Temporary wiring is to be laid out, balanced, and sized so as to produce a voltage drop of no more than five per cent (5%) at the extreme end of the line when operating at full load.
11. Temporary power shall include 240 volts, 1-phase transformers and panel boards, 120/240-volt, 1 phase. All panels shall be securely and neatly installed on substantial framework. Any panel installation that does not meet the approval of the Owner and/or Architect shall be remounted in an approved manner.
12. Temporary lighting distribution will be made from the temporary panels indicated above.
13. In addition to the specific requirements indicated herein, there will be required both 240 volts and 120-volt power receptacles. Provide four 20 amp. duplex outlets for 120 volts service and two 30 amp. duplex outlets for 240 volts, 1 phase service all mounted on a plywood panel (furnished and installed by the Contractor), and service from the local temporary power panel.
14. Each trade shall provide and pay for its own extensions for lights or power tools beyond the receptacle outlets provided above.
15. The Contractor shall furnish and install 200-watt lamps, for general circuit lighting and all fuses as may be required for a complete job. Replacement of lamps and fuses, including theft, will be the responsibility of the Electrical Contractor throughout the life of the job.
16. All temporary facilities are to be maintained and kept in good operating condition. Maintenance personnel necessary to perform this work shall be provided in accordance with the requirements. Maintenance time will include normal working hours for all trades and startup and shut down overtime as required.
17. The Contractor shall be responsible for installing and maintaining a reasonable balanced system and shall take current readings on the feeders at regular intervals as required. This Contractor shall correct any serious phase unbalance.
18. The Contractor will protect his installation against weather damage, the normal operations of other trades, Owner's personnel, tenants, and visitors to the site. The Contractor shall be responsible for the proper use and maintenance of all temporary-wiring systems until they are removed.

19. The Contractor shall notify the Owner in writing at least 3 working days prior to any temporary disconnection of existing power supply to all occupied buildings adjacent to the construction area. If this occurs, Contractor is to provide manpower to assist the Owner in notifying all residents in the building affected.

3.01 CLOSE-OUT DOCUMENTS

The Architect shall establish a close out checklist for the Prime Contractor, enumerating requirements of the specifications such as written guarantees beyond one-year, various certificates of inspection of compliance, receipts for keys, maintenance manuals and spare parts, allowance adjustments, and other related items as may be needed to verify compliance with the contract documents. The Architect shall also conduct final inspection and generate a contingency (punch) list for all Contractors when needed, in conjunction with representatives of the Owner and each Contractor. The Architect, shall upon completion of all work by, and receipt of all closeout documentation from each Contractor, assemble in package form by prime contract the following:

1. Final pay request.
2. Contract Completion Certificate. (This Certificate can precede the final pay).
3. Close-out documentation, with written verification from the Architect that all material is adequate and correct for its intended purpose or use, and forward same to the Owner for final acceptance.

COLUMBUS METROPOLITAN HOUSING AUTHORITY

Contract Specifications for

HARRIET'S HOPE – NEW BUILD

**1581 West Broad Street
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SECTION G

Technical Specifications

**** See project Architect Specifications. ****