

Supplemental General Conditions

The following supplements the "General Conditions for Construction Contracts" form HUD-5370. Where a portion of the General Contract Conditions is modified or deleted by supplementary conditions, the unaltered portions of General Conditions remain in effect, as though set forth in full.

Add the following:

1. Drawings as Indications of Design Intent

The Drawings are indications of the design intent as well as specific instructions. The "details" included on Drawings show the intent of all similar areas. If questions arise about the construction of an area not specifically detailed, consult with the Owner/Architect who may, at the Owner/Architect's discretion, provide further "details" and instructions. Such further documentation, if consistent with the Contract Documents, shall not alter the Contract Sum.

2. Taxes

All materials and labor that ultimately become a part of the completed structure or improvement that constitutes the Project will be exempt from State Sales Tax as provided in Section 5739.02, ORC, and State Use Tax as provided in Section 5741.01, ORC. The purchase, lease or rental of material, equipment, parts or expendable items such as form lumber, tools, oils, greases and fuels, which are used in connection with the Work, are subject to the application of State Sales Tax and State Use Tax.

3. Retainage

A retainage of ten (10) percent shall be held on each progress payment for all Labor, Materials and Equipment.

4. Stored Materials

Payment of stored material is is not authorized for this project.

5. Contract Modifications

Any contract modification that will cause an adjustment to the original Contract Value must follow the requirements of the Change Order Price Guide.

6. Time Extension

(a) The Owner has the right to direct the Contractor to work overtime, at no additional cost, as the Owner deems necessary should the rate of progress fall behind that in the Schedule of Construction.

(b) Any request by the Contractor for an extension of time shall be made in writing to the Architect no more than ten (10) days after the initial occurrence of any condition which, in the Contractor's opinion, entitles the Contractor to an extension of time. Failure to timely provide such notice to the Architect shall constitute a waiver by the Contractor of any claim for extension, damages or mitigation of Liquidated Damages, to the fullest extent permitted by law.

- (c) When a request for extension is made, the Contractor shall provide the following information:
- i) Nature of the interference, disruption, hindrance or delay;
 - ii) Reason for the interference, disruption, hindrance or delay;
 - iii) Date (or presumed date) of commencement of the interference, disruption, hindrance or delay;
 - iv) Activities on the Construction Schedule which may be affected by the interference, disruption, hindrance or delay, or new activities created by the interference, disruption, hindrance or delay and the relationship with existing activities;
 - v) Anticipated duration of the interference, disruption, hindrance or delay;
 - vi) Specific number of days of extension requested; and
 - vii) Recommended action to avoid or minimize and future interference, disruption, hindrance or delay.
- (d) Neither extensions of time nor increases in Contract Price shall be granted for delays caused by inadequate construction forces or failure of the Contractor or its subcontractors to place orders for equipment or material sufficiently in advance to ensure performance as required under this Contract. Only fire, strikes, boycotts, acts of God, or unforeseen site condition will be compensable and justify an increase in contract price and time extension in accordance with Clause 29, "Changes" of the General Conditions for Construction Contracts.

7. Site Security

- (a) The Contractor shall be responsible for all security of the job site. Cost for any and all security measures shall be borne by the Contractor.
- (b) The property and all materials shall be protected during the construction period. The Contractor shall provide security measures as required to protect the property from all damage and losses up until such time the project is accepted by the Owner.

8. Material and Equipment

- (a) All materials shall be stored in their original bundles, tightly sealed containers, or unopened cartons. Packages shall be clearly labeled with the manufacturers or supplier's name, brand name and number, project name and date. Materials shall be stored in a neat and safe manner, out of the weather, in a clean, dry, and well-ventilated area.
- (b) No ladders and/or scaffolding materials shall be left in a vertical position at the end of each day or left UNATTENDED at any time.
- (c) The Contractor is responsible for evaluating and determining the best method for handling and storage of materials. Since site conditions do not allow for storage, Contractors must allow for the delivery and handling of materials as required by the work to be performed on a daily basis.

9. Housekeeping

The Contractor shall keep the premises reasonably clean of all debris and material resulting from the work. Upon DAILY completion of the work, the Contractor shall remove all discarded debris, materials, etc., from the job site.

10. Warranties

- (a) In addition to any other warranties in this contract, the Contractor warrants 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 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 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—
 - (i) The Contractor's failure to conform to contract requirements; or
 - (ii) 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 from the date of repair or replacement.
- (d) The Owner 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 five (5) days 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. Failure to honor warranties could result in rejection of future contract proposals.
- (f) Performance under the warranty/guarantee is the obligation exclusively of the Prime Contractors; nothing in this clause or in warranty/guarantee provisions of various sections or specifications shall create any obligation of warranty/guarantee directly between any Subcontractor or material supplier and the Owner.

11. Drug-Free Workplace

- (a) Definitions: As used in this provision,

"Controlled substance" means a controlled substance in Schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means a Bidder/Contractor that has no more than one employee including the Bidder/Contractor.

- (b) By submission of its offer, the Bidder, if other than an individual, who is making an offer that equals or exceeds \$25,000, shall within thirty (30) days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration) or as soon as possible for contracts of less than thirty (30) days performance duration -
- (1) Publish a statement notifying such 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 violations of such prohibition;
 - (2) Establish an on-going drug-free awareness program to inform such employees about --
 - (i) The dangers of drug abuse in the workplace;
 - (ii) The Contractor's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b) (1) of this provision;
 - (4) Notify such employees in writing in the statement required by subparagraph (b) (1) of this provision, that as a condition of continued employment on the contract resulting from this solicitation, the employee will -
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction;
 - (5) Notify the Contracting Officer in writing within 10 calendar days after receiving notice under subdivision (b)(4)(ii) of this provision, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee; and
 - (6) Within 30 calendar days after receiving notice under subdivision (b) (4) (ii) of this provision of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
 - (i) Take appropriate personnel action against such employee, up to and including termination; or
 - (ii) Require such employee to satisfactorily participate 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.
 - (7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b) (1) through (b) (6) of this provision.
- (c) By submission of its offer, the Bidder, if an individual who is making an offer of any dollar value, certifies and agrees that the Bidder will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of the contract resulting from this solicitation.
- (d) In addition to other remedies available to the PHA, the Bidder's failure to comply with the requirements of paragraph (b) or (c) of this may, pursuant to FAR 23.506, render the Bidder subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

12. Work Hours and Observed Holidays

- (a) All work is to be performed between the hours of 8:00 a.m. and 5:00 p.m. weekdays. No work will be performed on weekends or holidays unless prior written approval is received from the Project Manager.
- (b) Contractor must submit request to work on weekends or holidays to Project Manager three calendars days of the day you are requesting to work.
- (c) The following holidays are observed by CMHA. Contractor will not be allowed to work on these days unless approved by the Project Manager:

New Year's Day	Labor Day
Martin Luther King's Birthday	Veteran's Day
President's Day	Thanksgiving Day
Good Friday	Day After Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

13. Labor Compliance

This contract is subject to the requirements of the Federal Labor Standards – Davis Bacon and Related Acts.

Davis-Bacon Act. The Davis-Bacon Act of 1931 applies to contracts in excess of \$2,000 for development or construction related work on federally assisted projects.

HUD Davis-Bacon Related Acts. Related Acts are program statues that contain provisions requiring compliance with the wages found to be prevailing by the Secretary of Labor pursuant to the Davis-Bacon Act. These HUD Related Acts include, but are not limited to:

- (a) The National Housing Act;
- (b) The U.S. Housing Act of 1937;
- (c) The Housing and Community Development Act of 1974;
- (d) The National Affordable Housing Act of 1990; and
- (e) The Native American Housing Assistance and Self-determination Act of 1996.

Copeland Act. The Copeland Act concerns three facets of prevailing wage compliance:

- (a) The “anti-kickback” provision makes it a criminal offense for any person to induce, by any manner whatsoever, any person employed in the construction of federally assisted project, to give up any part of their compensation to which they are entitled.
- (b) DOL regulations restrict payroll deductions to those that are permissible without DOL approval according 29CFR3.5 or those that require advance DOL approval according to 29CFR 3.6.
- (c) The Act requires the submission of weekly certified payroll reports and statements of compliance by all contractors and subcontractors engaged in the project. The willful falsification of a payroll report or Statement of Compliance may subject the employer to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the U.S. Code and may also be a cause for debarment.

14. Electronic Payroll Reporting

The Contractor will be responsible for electronic labor compliance reporting. The electronic system, LCP Tracker, offers a free, internet-based reporting service for weekly certified payroll submissions. This implementation will affect contractors performing construction, maintenance or development type work that is subject to the Federal Labor Standards Davis-Bacon and Related Acts prevailing wage rates. For more information regarding the LCP Tracker System or labor compliance reporting requirements may contact Amanda Spikes, Compliance Officer at (216) 271-2478 or email at spikesa@cmha.net