GREATER DAYTON PREMIER MANAGEMENT

Dayton Metropolitan Housing Authority

SMALL CONSTRUCTION CONTRACTOR GUIDE

A Step-by-Step Guide to Bidding, Performing, and Closing Out
Small Construction Contracts (Up to $250,000) with GDPM

Planning & Development Department

400 Wayne Avenue, Dayton, Ohio 45410

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Quick-Start Guide for First-Time Bidders

New to bidding with GDPM? This overview shows the whole path, from finding a solicitation to final payment. Each step points to the section of this Guide with the full detail.

Step	What to do
1. Find the work	Watch GDPM's Construction Opportunities page, or ask Procurement to add you to the vendor outreach list.
2. Read the solicitation	Review the scope, specifications, schedule, and whether Davis-Bacon and Section 3 apply.
3. Attend the walkthrough	If a pre-bid walkthrough is offered, go. It is where site conditions and questions get resolved.
4. Plan your assurance (over $100,000)	Decide how you will meet the Assurance of Completion — bond, cash escrow, or letter of credit — before you bid).
5. Build your bid package	Signed QSP, a cost breakdown if requested, the 5% Bid Guarantee (over $100,000), W-9 and vendor registration, and any preference documentation.
6. Submit on time	Submit by the exact method, date, and time in the solicitation. Late bids are never accepted.
7. Get the award	GDPM's signature on QSP Section 6 is both your Notice of Award and Notice to Proceed. Do not start work before you receive it.
8. Perform, invoice, close out	Do the work, submit invoices with lien waivers (and certified payrolls where Davis-Bacon applies), finish the punch list, and turn in closeout documents for final payment.

Thresholds at a Glance

The requirements below turn on the size and funding of the contract. Use this table as a quick guide; the cited sections control.

Contract value / trigger	What applies
Over $2,000 (where Davis-Bacon applies)	Federal prevailing wages and weekly certified payrolls (§ 6). Whether Davis-Bacon applies depends on funding source and type of work — check QSP Section 1.
Over $100,000 (up to $250,000)	A 5% Bid Guarantee with your bid, and an Assurance of Completion (Option A–E) before work begins.
Over $150,000	GDPM may withhold retainage from each progress payment.
Up to $250,000	Procured through the QSP process this Guide covers. Contracts above $250,000 follow a different GDPM process.

Davis-Bacon and Section 3 depend on the funding source and nature of the work — not contract size alone. Always confirm applicability in the QSP (§§ 6 and 7).

Key Terms and Acronyms

Short definitions of the terms and abbreviations used throughout this Guide.

Term	Meaning
ACH	Automated Clearing House — electronic direct-deposit payment.
Assurance of Completion	Security a contractor provides after award on contracts over $100,000: a bond, cash escrow, or letter of credit.
Bid Guarantee	Security equal to 5% of the bid, submitted with bids on contracts over $100,000.
Davis-Bacon	Federal prevailing-wage requirements for covered construction work.
EEO	Equal Employment Opportunity.
GTC	General Terms and Conditions — GDPM's binding contract terms (up to $250,000).
ICE	Independent Cost Estimate.
LD	Liquidated Damages.
LIHTC	Low-Income Housing Tax Credit.
LOC	Letter of Credit — Assurance of Completion Option D.
NOA	Notice of Award.
NTP	Notice to Proceed. For QSP contracts, the NOA and NTP are combined on QSP Section 6.
O&M	Operation and Maintenance manuals, provided at closeout.
PBV	Project-Based Voucher.
QSP	Quotation for Small Purchase — GDPM's bid form and, once signed, the contract and Notice to Proceed.
RAD	Rental Assistance Demonstration.
Retainage	A portion of each payment GDPM may withhold until closeout on contracts over $150,000.
Section 3	HUD requirement to direct economic opportunity to low- and very low-income residents.
Substantial Completion	The point when the work is usable for its intended purpose, though punch-list items may remain.

1. Introduction

This Small Construction Contractor Guide (the "**Guide**") is published by the Planning & Development Department of Greater Dayton Premier Management ("**GDPM**"), the Dayton Metropolitan Housing Authority, to help small and emerging construction contractors understand GDPM's process for bidding on, performing, and closing out small construction and development contracts valued up to $250,000.

GDPM is a public housing authority that receives funding from the U.S. Department of Housing and Urban Development ("**HUD**"). Because federal funds are involved, GDPM's construction contracts are subject to a range of federal procurement, labor, and civil rights requirements in addition to GDPM's own policies. This Guide walks contractors through that process in plain language and points to the governing legal documents for each step.

1.1 How This Guide Relates to the Contract Documents

This Guide is informational and does not modify, supersede, or take precedence over GDPM's official Contract Documents. The legally binding terms of any GDPM small construction contract are set out in, and in this order of precedence:

1. Applicable federal and State of Ohio statutes and regulations;
2. HUD-required contract clauses (incorporated in full in the General Terms and Conditions);
3. The GDPM Construction/Development Services General Terms and Conditions (Up to $250,000), effective July 1, 2026 (the "**General Terms and Conditions**" or "**GTC**");
4. GDPM's solicitation documents, including the Planning and Development Quotation for Small Purchase ("**QSP**") Form and Specifications;
5. The related Notice of Award and any accompanying supplemental terms;
6. The Notice to Proceed and any work authorization attachments; and
7. The Contractor's Quote Form, Fee Submission, and/or Best and Final Offer.

Where anything in this Guide conflicts with the General Terms and Conditions, the QSP form, or any other Contract Document, the Contract Documents govern.

Current versions of the General Terms and Conditions and this Guide are available at https://www.gdpm.org/development-construction/documents/ or by email to housingdevelopment@gdpm.org.

1.2 Who This Guide Is For

This Guide applies to construction and development contracts with a total contract value not exceeding $250,000, awarded through GDPM's QSP process. It is written for small and growing contractors bidding on a GDPM contract for the first time, as well as for established GDPM contractors who want a single reference document covering bidding, performance, and closeout.

1.3 Quick Reference: The Small Construction Contract Lifecycle

Stage	What Happens	Key Document(s)
1. Solicitation	GDPM issues an IFB/QSP/solicitation with scope, specifications, and the QSP bid form.	IFB, Specifications, QSP
2. Bidding	Contractor reviews documents, attends any pre-bid	QSP, Bonding Guide

Stage	What Happens	Key Document(s)
	walkthrough, and submits a completed QSP with pricing and required attachments.	
3. Award / Notice to Proceed	GDPM evaluates bids. GDPM's signature on QSP Section 6 constitutes both the Notice of Award and the official Notice to Proceed.	Executed QSP
4. Assurance of Completion	If the contract exceeds $100,000, Contractor furnishes a bond or HUD-approved alternative before work begins.	Bond / Escrow / LOC
5. Construction	Contractor performs the Work, submits certified payrolls (if applicable), and requests progress payments with Form LW-1 conditional lien waivers.	GTC §§ 3–10, 14, 18; Form LW-1 (App. D)
6. Changes (if any)	The Contracting Officer approves any modification to scope, cost, or time on the Change Order Request & Approval Form.	GTC § 10; Apps. F–G
7. Substantial Completion	Contractor notifies GDPM; GDPM inspects and certifies Substantial Completion with the punch list on the Notice of Substantial Completion.	GTC § 20; App. H
8. Punch List & Closeout	Contractor completes punch list items and submits closeout documents.	GTC §§ 19–20
9. Final Payment	GDPM issues the Certification of Final Acceptance (with Procurement verification) and releases remaining retainage.	GTC § 19; App. I

Note: For QSP small construction contracts, there is no separate Notice to Proceed document — GDPM's signature on QSP Section 6 serves as both the Notice of Award and the Notice to Proceed.

2. Bidding Process

GDPM procures small construction and development contracts using a QSP, a streamlined competitive bid process for contracts up to $250,000. This section explains how to find, prepare, and submit a competitive QSP bid.

2.1 Finding GDPM Opportunities

GDPM's Planning & Development Department posts solicitations for small construction work on GDPM's website and, where applicable, through direct vendor outreach. Each solicitation package typically includes:

- A copy of this Guide;
- The Scope of Work and any Specifications, Drawings, or General Notes prepared by GDPM's architect or engineer;
- The GDPM QSP bid form; and
- Where the estimated contract value exceeds $100,000, the GDPM Small Contractor Bonding & Surety Alternatives Guide.

Contractors may find opportunities by visiting GDPM's Construction Opportunities webpage located at https://www.gdpm.org/development-construction/construction-opportunities/. GDPM staff may also send a copy of the solicitation to you directly, if you're on GDPM's vendor outreach list.

Contractors interested in being added to GDPM's small construction vendor outreach list should contact the Procurement Department at procurement@dmha.org or (937) 910-7500.

2.2 Reviewing the Solicitation

Before preparing a bid, carefully review:

1. The Scope of Work and any drawings or specifications, to fully understand what is being requested;
2. The Contract Term and proposed schedule, to confirm your business can meet the completion date;
3. Whether Davis-Bacon prevailing wage requirements apply (this will be indicated in QSP Section 1 and discussed in Section 6 of this Guide);
4. Whether the estimated contract value will exceed $100,000, which triggers bid guarantee and assurance-of-completion requirements (Section 4 of this Guide); and
5. Whether a pre-bid walkthrough is scheduled, and whether attendance is mandatory.

2.3 Pre-Bid Walkthroughs

Where a pre-bid walkthrough is offered, GDPM strongly encourages attendance. Walkthroughs allow contractors to view the project site, ask clarifying questions, and identify site conditions that may affect pricing (such as occupied units, access restrictions, or existing conditions not fully captured in the specifications). Questions raised during a walkthrough that affect the scope of work will typically be addressed in a written addendum issued to all prospective bidders, so that no single bidder receives an informational advantage.

2.4 Completing the QSP Bid Form

GDPM's QSP is both the bid form and, upon execution, the contract and Notice to Proceed. Contractors must complete all sections of the QSP accurately and in full. The QSP consists of the following sections:

QSP Section	What to Complete
1. Contract Information	**GDPM Completes**: Contract name, QSP number, contract term, whether Davis-Bacon and Section 3 apply, bid due date/time, and pre-bid walkthrough date (if applicable).
2. Contract Award Preference	Check any applicable preference category: Section 3, MBE/WBE, Veteran, or None Apply.
3. Contractor / Business Information	Legal business name, address, and primary contact information.
4. Bid Pricing	Total Base Bid as a lump sum covering all labor, material, and equipment; unit pricing if requested; and any requested alternates (add/deduct).
5. Contractor Certification & Signature	Signature of an individual with legal authority to bind the Contractor, certifying acceptance of the General Terms and Conditions and this Guide in their entirety.
6. GDPM Acceptance — Notice to Proceed	**Completed by GDPM only.** Upon GDPM's signature, the QSP becomes both the Notice of Award and the official Notice to Proceed.

2.5 Bid Pricing

The Total Base Bid must be a lump sum covering all labor, materials, equipment, and services necessary to complete the Scope of Work, unless the solicitation specifically requests unit pricing. Where unit pricing is requested, those unit prices may later be used to value any contract changes under GTC § 10 (Changes), so they should be prepared carefully and should reflect actual anticipated costs.

Unless the Contract Documents expressly provide otherwise, unit prices and the Total Quoted Price remain firm for the term of the contract, with no general provision for price increases. The General Terms and Conditions do include a limited, narrowly defined mechanism for relief tied specifically to tariff-driven material cost increases (GTC § 44); it should not be relied upon as a general inflation adjustment.

2.6 Required Attachments at Time of Bid

Depending on the solicitation and the estimated contract value, your bid package may need to include:

- The completed and signed QSP bid form;
- A detailed cost breakdown or proposal, if requested;
- A Bid Guarantee equal to 5% of your total bid price, required for any project over $100,000 (see Section 4.2 of this Guide);
- Vendor Registration and W-9;
- Section 3 or MBE/WBE/Veteran certification documentation, if claiming a contract award preference; and
- Any other attachments specifically identified in the QSP or solicitation cover sheet.

> *Bids submitted without a required Bid Guarantee on projects over $100,000 may be rejected. Late bids are not accepted under any circumstances. Plan to submit early.*

2.7 Submission

Bids must be submitted by the exact method and by the due date and time specified in the solicitation. GDPM staff cannot accept late submissions, regardless of cause, and bidders are responsible for confirming receipt where electronic submission is used.

2.8 Bid Evaluation and Award

GDPM evaluates QSP submissions for completeness, responsiveness to the solicitation, and price, and may consider applicable contract award preferences identified in QSP Section 2. As part of its responsiveness and responsibility review, GDPM's Procurement Department checks SAM.gov for debarment, verifies the Bid Guarantee (where required), confirms Section 3 business concern certification (where claimed), and confirms the Davis-Bacon wage determination (where applicable). GDPM reserves the right to reject any or all bids, to waive minor informalities, and to award the contract to the bidder GDPM determines to be the lowest responsive and responsible bidder, consistent with GDPM's procurement policy and applicable federal procurement standards under 2 CFR Part 200. Following award, GDPM posts the bid tabulation to its website.

By submitting a QSP, the Contractor is offering to be bound by the General Terms and Conditions and this Guide. Upon GDPM's issuance of a Notice of Award, GDPM is accepting that offer, and a contractual obligation is created between the parties. No additional contract documents are necessary unless expressly stated in the Notice of Award.

3. Award, Notice of Award, and Notice to Proceed

3.1 Notice of Award

If your QSP is selected, GDPM will notify you of the award. For small construction contracts processed on the QSP form, the Notice of Award and Notice to Proceed are combined into a single document: GDPM's signature on Section 6 of the QSP constitutes both the Notice of Award and the Contractor's official Notice to Proceed, and no separate Notice to Proceed document will be issued unless the solicitation specifically provides for one.

GDPM's Notice of Award email will include the fully executed QSP, a copy of this Contractor Guide, GDPM's tax exemption certificate for the project, the applicable wage determination (where prevailing wage applies), a direct deposit (ACH) enrollment form, and a copy of the approved purchase order. The purchase order number in that email must appear on every invoice you submit (see Section 10.7).

3.2 Do Not Begin Work Early

> *Contractor should not begin work, incur costs, or order materials prior to receipt of a fully executed copy of the QSP / Notice to Proceed and/or Purchase Order. GDPM is not obligated or liable for any costs incurred prior to award of the contract.*

3.3 Notice to Proceed (“NTP”) Effective Date

The NTP Effective Date stated in QSP Section 6 is the date on which the Contract Term begins and the date by which Contractor must be ready to mobilize. The Contract Completion Date is calculated from the Contract Term identified in QSP Section 1. Contractors should confirm both dates upon receipt of the executed QSP and should immediately raise any scheduling conflicts with the Contracting Officer.

4. Bonding Requirements and Surety Alternatives

This section reproduces and incorporates GDPM's Small Contractor Bonding & Surety Alternatives Guide (May 2026), which applies to construction contracts valued over $100,000 (up to $250,000). For contracts at or below $100,000, the Bid Guarantee and Assurance of Completion requirements described below do not apply unless otherwise stated in the solicitation.

4.1 Why These Requirements Exist

GDPM receives funding through HUD's Public Housing Capital Fund Program. Because federal dollars are involved, HUD requires GDPM to obtain financial guarantees on construction contracts over $100,000 to protect the public investment in affordable housing, the subcontractors and material suppliers who work on the project, and GDPM's ability to complete the project if a contractor cannot finish.

These requirements are set by federal regulation at 24 CFR § 905.316(d) and are mandatory — GDPM cannot waive them. However, the regulation specifically allows several lower-cost alternatives to a traditional surety bond, so that smaller contractors are not shut out of the bidding process.

4.2 What You Must Provide to Bid (Projects Over $100,000)

At Time of Bid — Required from Every Bidder: Bid Guarantee

Item	Requirement
Amount	5% of your total bid price
Purpose	Confirms you are a serious bidder and will accept and execute the contract if selected
Acceptable forms	GDPM Bond Form, bid bond from a surety company, certified check, bank draft, U.S. Treasury bonds, or other security acceptable to GDPM
Returned	To unsuccessful bidders after award. Forfeited only if you are awarded the contract but refuse to sign or fail to provide the required Assurance of Completion

After Award — Required Before Work Begins: Assurance of Completion

Once GDPM awards a contract over $100,000, the Contractor must furnish an Assurance of Completion before commencing work; GDPM Procurement must receive and accept it before work begins (24 CFR § 905.316(d)). This is where the alternatives to a traditional surety bond come into play — see Section 4.3 below.

4.3 Assurances of Completion: Your Five Options

Under 24 CFR § 905.316(d), after contract award the Contractor must choose one of the following five options. A traditional surety company is not required.

Option	Description	Notes
A. Performance Bond + Payment Bond, 100%	A surety company issues bonds guaranteeing full completion and payment, each at 100% of the contract price.	Most common traditional option. Requires a Treasury-listed surety.
B. Performance Bond + Payment Bond, 50%+	Each bond must cover at least half the contract value.	Lower-cost surety alternative if 100% bonds are out of reach.
C. 20% Cash Escrow	Deposit cash equal to 20% of the contract price in a jointly held escrow account.	No surety company required. Funds held until project completion and all subcontractors/suppliers are paid.
D. 10% Irrevocable Letter of Credit	Provide an irrevocable LOC from your bank equal to 10% of the contract price, with terms acceptable to GDPM.	Bank-issued. Lower cash requirement than Option C. Must be irrevocable with acceptable draw terms.
E. Other HUD/GDPM-Approved Payment	Any alternative security arrangement that HUD and/or GDPM determines provides equivalent protection.	Requires advance HUD/GDPM approval. Contact GDPM before bidding if proposing a non-standard option.

4.4 Options C and D Explained for Small Contractors

Options C and D are the most accessible for contractors who cannot easily obtain surety bonds.

Option C: 20% Cash Escrow

- How it works: Before work begins, the Contractor deposits cash equal to 20% of the contract price into an escrow account jointly controlled by GDPM and the Contractor.
- Example: For a $200,000 contract, the Contractor would escrow $40,000.
- When it is returned: Funds are released after the project is complete, all subcontractors and suppliers are paid, and GDPM has accepted the work.
- Best for: Contractors with available cash reserves who do not have established surety relationships.

Option D: 10% Irrevocable Letter of Credit (LOC)

- How it works: The Contractor's bank issues an irrevocable letter of credit to GDPM for 10% of the contract price. The LOC must be irrevocable (cannot be cancelled by the Contractor or the bank without GDPM's consent) and must contain draw terms acceptable to HUD.
- Example: For a $200,000 contract, the LOC would be $20,000.
- Steps to get one: Contact your business bank and explain that you need a standby irrevocable LOC for a HUD-funded public works contract. GDPM can provide the required LOC language.
- Best for: Contractors with an established banking relationship who want to preserve cash while still providing federally compliant security.

4.5 Comparison at a Glance

Option	Surety Required?	Cash Out-of-Pocket	HUD Approval Needed?	Best For
A. Bonds 100%	Yes	Bond premiums only (~1–3% of contract)	No	Contractors with surety access
B. Bonds 50%+	Yes	Lower bond premiums	No	Contractors with partial surety
C. 20% Cash Escrow	No	20% of contract (held, returned at end)	No	Cash-strong contractors
D. 10% Letter of Credit	No	Bank fees only (~1–2%)	No	Bank-connected contractors
E. Other / HUD-Approved	No	Varies	Yes — in advance	Unique or creative arrangements

4.6 Other Federal Requirements for Bidders

Davis-Bacon Prevailing Wage Requirements

- All laborers and mechanics on applicable GDPM construction contracts must be paid at the applicable federal prevailing wage rates.
- GDPM includes the applicable Wage Determination in every bid package where Davis-Bacon applies.
- Certified payroll reports must be submitted weekly. (See Section 6 of this Guide for full Davis-Bacon requirements.)

Equal Opportunity and Non-Discrimination

- Contractors must comply with federal equal employment opportunity requirements.
- GDPM's contracts include required EEO clauses under Executive Order 11246.
- Section 3 requirements apply on covered contracts: contractors must make good-faith efforts to hire low- and very low-income residents. (See Section 7 of this Guide for full Section 3 requirements.)

Mandatory Contract Clauses

All GDPM construction contracts incorporate mandatory HUD contract clauses required by federal regulation, including provisions on anti-kickback, Clean Air and Water Act compliance, the Contract Work Hours and Safety Standards Act, the Copeland Anti-Kickback Act, and debarment and suspension certifications. GDPM's General Terms and Conditions are mandatory and non-negotiable.

> *SAM.gov Registration: Before you can be awarded a GDPM contract using federal funds, you must be registered and active in the federal System for Award Management (SAM.gov) at www.sam.gov. Registration is free and typically takes 7–10 business days. GDPM checks SAM.gov for debarment during bid review and cannot award a contract to a contractor who is not registered or who appears on the federal exclusions list.*

4.7 Step-by-Step: How to Prepare Your Bid Package

1. **Get the Bid Package from GDPM.** Review the QSP, plans, and specifications carefully. Note the contract value to confirm whether bonding requirements apply.
2. **Choose Your Assurance of Completion Option** (A through E), if applicable. Decide which option you will use before bidding. If considering Option D (Letter of Credit), contact your bank early — LOCs can take a few days to arrange. If considering Option E, contact GDPM before bidding.
3. **Prepare Your Bid Guarantee** (5% of your bid price). Obtain a bid bond, certified check, or bank draft for 5% of your planned bid price. This is required with every bid submission on projects over $100,000.
4. **Submit Your Bid on Time.** Include your bid guarantee with your bid. Late bids are not accepted.
5. If Selected as Low Bidder — **Provide Your Assurance of Completion**. GDPM will notify you. Before contract execution, furnish your chosen Option A–E security. GDPM staff will walk you through the process and provide any required forms.
6. **Begin Work.** Confirm your Davis-Bacon wage rates (if applicable), and begin work only after receiving the Notice to Proceed.

4.8 Frequently Asked Questions — Bonding

Do I need a bonding company to bid on GDPM contracts?

Not necessarily. While the bid guarantee (5%) is required from every bidder on projects over $100,000, the Assurance of Completion required after award can be satisfied without a surety company using Options C, D, or E.

What if I cannot afford the 20% cash escrow?

Consider Option D (a 10% letter of credit from your bank) instead. If neither works, discuss Option E with GDPM's Procurement Office in advance.

When do I get my escrow money or LOC released?

Upon final acceptance of the project by GDPM and confirmation that all subcontractors and material suppliers have been paid in full.

Can I use more than one type of assurance?

HUD requires you to select one of the recognized options. Contact GDPM if you have a creative arrangement you would like considered under Option E.

I'm not sure which option to choose. Can GDPM help?

Yes. GDPM's Procurement staff can explain each option in more detail and help you determine what is most feasible for your situation. Contact GDPM before the bid deadline.

What happens if I win but cannot provide the required assurance?

GDPM may not execute the contract, and your bid guarantee (5%) may be forfeited. Plan ahead and confirm your chosen option before submitting your bid.

5. Insurance Requirements

Prior to commencing Work and throughout the Total Contract Term, the Contractor and each subcontractor must obtain and maintain the insurance coverages described below, in accordance with Section 27 of the General Terms and Conditions. GDPM Procurement verifies that Certificates of Insurance are on file and current before work begins and throughout the contract term. Required coverage types and minimum limits vary by project; not every coverage listed below will apply to every contract (for example, Pollution Liability applies only where the Work involves environmentally sensitive or hazardous activities).

Coverage	Minimum Requirement
Commercial General Liability	$1,000,000 each occurrence; $2,000,000 general aggregate; $2,000,000 products/completed-operations aggregate. Claims-made policies must have a retroactive date on or before the contract execution date and an extended reporting period of at least 5 years after completion.
Builder's Risk	Amount sufficient to cover all Work in place and materials stored at the site, for the full cash value of completed construction. GDPM must be named as an additional insured (and, for RAD/PBV projects, the applicable tax credit or RAD ownership entity as well).
Professional Liability / E&O	$1,000,000 per claim; $2,000,000 annual aggregate, where professional services are rendered.
Automobile Liability	$1,000,000 combined single limit; $50,000/$100,000 for non-owned vehicles; $5,000 medical pay. GDPM must be named as an additional insured.
Workers' Compensation	As required by Ohio statute, for all employees acting within the course and scope of the contract.
Employer's Liability	$1,000,000 each accident; $1,000,000 each employee; $1,000,000 policy limit.
Pollution Liability (if applicable)	$1,000,000 per claim; $1,000,000 annual aggregate. Required where services include demolition, asbestos abatement, storage tank removal, or similar environmentally sensitive activities.
Excess / Umbrella Liability	As may be required to satisfy the indemnity obligations of the Agreement.

5.1 General Insurance Conditions

- All insurance must be carried with companies financially responsible and admitted to do business in the State of Ohio.
- Coverage provided to GDPM must be primary and non-contributing with any existing GDPM insurance.
- Policies must provide at least 30 days' prior written notice to the Contracting Officer before cancellation or non-renewal (GDPM may require 45 days in its sole discretion, as stated in the Notice to Proceed or supplemental conditions).

- Contractor and its carrier waive all rights of subrogation against GDPM and its agents, officers, commissioners, and employees to the extent covered by insurance.
- Contractor must provide certificates evidencing required coverage upon execution of the Agreement, and must supply additional evidence of compliance within 10 days of any written request from GDPM.

6. Labor Standards — Davis-Bacon and Related Acts

This section explains the federal prevailing wage requirements that apply to certain GDPM construction contracts, consistent with Section 14 of the General Terms and Conditions and 29 CFR Part 5.

6.1 When Davis-Bacon Applies

Davis-Bacon prevailing wage requirements apply only to:

- Public Housing Capital Fund-financed contracts; and
- Initial RAD/PBV conversion construction Work,

in either case where the total contract amount exceeds $2,000. The QSP bid form will indicate in Section 1 whether Davis-Bacon applies to a particular solicitation. Davis-Bacon applicability is determined by the funding source and nature of the work, not by contract size alone; a contractor should not assume Davis-Bacon does or does not apply without confirming the QSP designation, and should ask the Contracting Officer if there is any doubt.

> *Davis-Bacon requirements on initial RAD construction contracts at the time of conversion are non-waivable under the RAD Supplemental Notice 4C (Notice H-2025-01 / PIH-2025-03) and 40 U.S.C. § 3141, regardless of contract size, so long as the contract amount exceeds $2,000.*

6.2 Minimum Wages

On any contract where Davis-Bacon applies, all laborers and mechanics employed in the construction or development of the project must be paid unconditionally and not less often than once a week, without subsequent deduction or rebate on any account (except payroll deductions permitted under the Copeland Act, 29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents) due at the time of payment. Wages must be computed at rates not less than those contained in the wage determination of the Secretary of Labor attached to the contract.

The applicable wage determination, including any additional classifications and wage rates conformed under 29 CFR 5.5(a)(1)(ii), and the Davis-Bacon poster (WH-1321) must be posted at all times by the Contractor and its subcontractors at the Work site, in a prominent and accessible place.

6.3 Certified Payrolls and Recordkeeping

- Payrolls and basic records must be maintained by the Contractor during the course of the Work and preserved for three years after completion, for all laborers and mechanics working at the site.
- The Contractor and each subcontractor must submit weekly certified payrolls to GDPM for each week in which contract Work is performed.
- Payrolls must accurately and completely set out all information required under 29 CFR 5.5(a)(3)(i), including each worker's classification, hours worked, and rates of pay (base wage and fringe benefits).
- GDPM Procurement reviews certified payrolls for compliance with the applicable wage determination, and certified payrolls for the billing period must be received and reviewed before the related progress payment is approved. Contractors should build payroll preparation and submission time into their weekly administrative routine to avoid payment delays.

6.4 Withholding

Upon written request from the HUD Labor Relations Officer or an authorized representative of the U.S. Department of Labor, GDPM will withhold from amounts otherwise due to the Contractor (under this contract or any other federal contract with the same prime Contractor) so much of the accrued payments or advances as may be necessary to pay laborers and mechanics the full amount of wages required under the applicable wage determination.

6.5 Flow-Down to Subcontractors

The Contractor and each subcontractor must insert the Davis-Bacon labor standards clauses (Section 14 of the General Terms and Conditions) into any subcontract, and must include a clause requiring subcontractors to insert these provisions into any lower-tier subcontracts. The prime Contractor remains responsible for compliance by any subcontractor or lower-tier subcontractor with all Davis-Bacon requirements, regardless of tier.

6.6 Anti-Kickback (Copeland Act)

The Contractor and each subcontractor must comply with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 CFR Part 3. Contractors and subcontractors are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work to give up any part of the compensation to which that person is otherwise entitled.

6.7 Practical Compliance Tips

- Confirm the correct wage determination and classification(s) for your scope of work before bidding; misclassifying workers is one of the most common Davis-Bacon compliance issues.
- If a worker performs duties spanning more than one classification during a workday, track and pay for each classification of work separately.
- Keep time records contemporaneously; reconstructing certified payrolls after the fact increases the risk of errors and compliance findings.
- If you believe a classification is missing from the wage determination, request a conformance through the Contracting Officer before performing that work; do not assume a rate.
- Apprentices may only be paid less than the journeyman rate if they are individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor or a recognized state apprenticeship agency, and only at the ratios permitted under that program.

7. Section 3 — Economic Opportunities for Low-Income Residents

This section explains GDPM's Section 3 requirements, consistent with Section 13 of the General Terms and Conditions and HUD's implementing regulations at 24 CFR Part 75.

7.1 What Is Section 3?

Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u), is intended to ensure that employment and other economic opportunities generated by HUD financial assistance are, to the greatest extent feasible, directed to low- and very low-income persons, particularly recipients of HUD housing assistance, and to businesses that provide economic opportunities to those persons.

7.2 When Section 3 Applies

Section 3 requirements apply only to:

- Public Housing Capital Fund-financed contracts; and
- Initial RAD/PBV construction Work.

As with Davis-Bacon, Section 3 applicability depends on the funding source and the nature of the work, not contract size alone. The QSP and solicitation documents will identify whether Section 3 applies to a given contract. Contractors claiming Section 3 business concern status as a contract award preference should indicate this in QSP Section 2 and be prepared to provide supporting documentation.

7.3 Contractor Obligations Under 24 CFR Part 75

By executing a contract subject to Section 3, the Contractor agrees to comply with HUD's regulations at 24 CFR Part 75 and certifies that it is under no contractual or other impediment that would prevent compliance. Specific obligations include:

1. **Labor Hour Benchmarks.** The Contractor must direct the greatest extent feasible of the labor hours generated by the covered contract toward Section 3 workers, consistent with the minimum percentages established in HUD's Section 3 Benchmark Notice (91 FR 6752, Federal Register Doc. 2026-03002, effective March 16, 2026).
2. **Notice to Labor Organizations and Workers.** The Contractor must send written notice to each labor organization or worker representative with which it has a collective bargaining agreement or other understanding, advising them of the Contractor's Section 3 commitments under the contract, and must post copies of the notice in conspicuous places at the Work site where both employees and applicants can see it. The notice must describe the Section 3 prioritization requirements and the applicable minimum labor hour percentages.
3. **Flow-Down to Subcontracts.** The Contractor must include the Section 3 clause in every subcontract subject to Part 75, and must take appropriate action upon a finding that a subcontractor has violated Part 75. The Contractor may not subcontract with any subcontractor it knows or has notice has been found in violation of Part 75.
4. **Recordkeeping and Reporting**. The Contractor must maintain documentation sufficient to demonstrate the labor hours worked by Section 3 workers and Targeted Section 3 workers on the contract, and must provide that documentation to GDPM upon request in the form and on the schedule GDPM specifies (which may track the certified payroll submission schedule on contracts where Davis-Bacon also applies).

7.4 Who Qualifies as a “Section 3 Worker”

Under 24 CFR Part 75, a Section 3 worker is generally an individual who currently fits, or when hired fit, within one or more of the following categories:

- The individual's income for the previous or annualized calendar year is below the HUD-defined income limit for the area, generally based on the income limits applicable to the public housing or Section 8 program;
- The individual is employed by a Section 3 business concern (see Section 7.5 below); or
- The individual is a YouthBuild participant.

A worker is a “Targeted Section 3 worker” — a sub-category that may carry additional weight toward labor hour benchmarks — if the worker is also a current public housing or Section 8-assisted resident, or a resident of the public housing project(s) or metropolitan area/non-metropolitan county where the Section 3 covered project is located.

7.5 What Is a “Section 3 Business Concern”?

A Section 3 business concern is a business that meets at least one of the following:

- It is at least 51% owned by Section 3 workers; or
- Over the prior three-month period, at least 75% of its labor hours were performed by Section 3 workers; or
- It is a HUD YouthBuild program.

Section 3 business concerns may be eligible for contracting and procurement preferences. Contractors who believe they qualify as a Section 3 business concern should indicate this on the QSP and be prepared to substantiate the qualifying criteria.

7.6 Greatest Extent Feasible — What This Means in Practice

“Greatest extent feasible” is not a fixed numeric guarantee, but it is not optional either. HUD expects recipients and contractors to take good-faith, documented steps to direct economic opportunity to Section 3 workers and businesses, which can include:

- Including Section 3 outreach in hiring for any new positions generated by the contract;
- Considering Section 3 business concerns when soliciting subcontractor or supplier quotes;
- Coordinating with GDPM's Section 3 coordinator or workforce partners for referrals of qualified Section 3 workers; and
- Documenting outreach efforts even where ultimate hires do not happen to be Section 3 workers, so that GDPM and HUD can see the good-faith effort that was made.

7.7 Noncompliance

Noncompliance with 24 CFR Part 75 may result in sanctions, termination of the contract for default, and debarment or suspension from future HUD-assisted contracts. A Contractor that receives a Section 3 compliance finding should expect that finding to be considered in GDPM's contractor performance evaluation process (see Section 12.5 of this Guide) and in GDPM's responsibility determination for future contract awards.

7.8 Practical Compliance Tips

- Identify your anticipated Section 3 labor hour opportunities at the time of bid, not after award; it is much easier to build a compliance plan into your staffing approach from the outset.
- Keep a simple log of recruitment and outreach efforts (where you posted openings, who you contacted, referrals received) even if a particular opening is ultimately filled by a non-Section 3 worker.
- If you are uncertain whether a particular worker or subcontractor qualifies under Part 75, ask GDPM's Procurement Department before relying on that classification for compliance purposes.
- Remember that Section 3 and Davis-Bacon are independent requirements that can both apply to the same contract; satisfying one does not satisfy the other.

8. Performing the Work

8.1 Standard of Performance

The Contractor must perform the Work in a prompt, satisfactory, and professional manner, consistent with the Contract Documents. “Work” means all labor, materials, equipment, and services necessary to fulfill the Contractor's obligations under the Contract Documents, and is limited to the Work identified in those documents; any expansion or reduction of scope requires a written Change Order from the Contracting Officer (see Section 9 of this Guide).

8.2 Supervision and Means and Methods

Unless otherwise specified in the Contract Documents, the Contractor is solely responsible for, and has control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work. The Contractor must provide, supervise, and pay for all labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and timely completion of the Work.

8.3 Schedule and Time

The Contract Term and Total Contract Period are set out in the Notice to Proceed and the QSP. Contractor acknowledges that the performance timelines provide sufficient time to substantially and finally complete the Work. Failure to meet performance timelines or complete the Work within the Total Contract Period is a breach of the Agreement and may trigger the liquidated damages provision (see Section 12.3 of this Guide). A request for additional time does not automatically entitle the Contractor to additional compensation; see the No-Damages-for-Delay discussion in Section 12.4.

8.4 Subcontractors

The Contractor may perform a portion of the Work through subcontractors, provided the Contractor remains fully responsible for all duties and obligations under the Agreement. Each subcontractor must be bound to the same terms the Contractor owes to GDPM, using GDPM's Subcontractor/Consultant Agreement (Appendix C), which identifies GDPM as a third-party beneficiary. The Contractor must obtain GDPM's written approval before engaging any subcontractor not identified in the initial Contract Documents, and may not employ any subcontractor to whom GDPM has a reasonable objection.

8.5 Energy Efficiency and Recovered Materials

The Contractor must comply with applicable energy conservation standards under the Energy Policy and Conservation Act for the State of Ohio, and, where applicable spending thresholds are met, must procure items containing recovered materials as designated under EPA guidelines at 40 CFR Part 247, consistent with Section 6002 of the Solid Waste Disposal Act.

8.6 Confidentiality and Records

Information, documents, and records provided to the Contractor in connection with the Work are presumed confidential and may not be disclosed without GDPM's written permission. GDPM, HUD, and the Comptroller General retain the right to examine the Contractor's directly pertinent books and records related to the contract for up to three years after final payment.

9. Changes and Change Orders

9.1 Who Can Authorize a Change?

Only the Contracting Officer has authority to modify any term or condition of the contract, and any modification must be in writing. No change to the Work may be made by the Contractor without a prior written order from the Contracting Officer, except in a genuine emergency endangering life or property.

9.2 What Counts as a Change Order

The Contracting Officer may, at any time, by written change order, make changes within the general scope of the contract, including changes in the specifications (including drawings and designs), in the method or manner of performance, in GDPM-furnished facilities, equipment, materials, services, or site conditions, or directing acceleration of performance.

A verbal or other written order from the Contracting Officer that causes a change will also be treated as a change order if the Contractor provides written notice stating the date, circumstances, and source of the order, and that the Contractor regards the order as a change order. Except as described above, no statement or conduct of the Contracting Officer will be treated as a change or entitle the Contractor to an equitable adjustment.

9.3 The Change Order Request & Approval Form

GDPM uses a single Change Order Request & Approval Form (Appendices F and G) to request, review, and approve changes:

1. The Contractor completes the form, describing the change, the reason/justification, the change in Contract Sum (add, deduct, or no change), and any change in Contract Time, and attaches an itemized cost breakdown (labor, materials, equipment, overhead & profit) with supporting documentation. The Contractor and the GDPM Project Manager both sign the Change Order Request.
2. Where an Architect/Engineer is involved, the A/E reviews the request and indicates whether approval is recommended.
3. The Contracting Officer approves or denies the request. The form is not valid until signed by GDPM.
4. Upon execution by all parties, the form serves as the approved Change Order and amends the Contract accordingly; agreed amounts include all costs, direct and indirect, and any time impact related to the change, and no further claims may be made for that change.
5. Once approved, GDPM emails the Contractor a copy of the fully executed Change Order. Do not proceed with the changed work until you have received it.

> *Do not proceed with the work described in a Change Order Request until the Change Order is fully executed by GDPM, except in a genuine emergency endangering life or property.*

9.4 Requesting an Equitable Adjustment

If a change increases or decreases the Contractor's cost or time required for performance, the Contracting Officer will make an equitable adjustment and modify the contract in writing. Contractors should be aware of the following deadlines:

- No proposal for a change may include costs incurred more than 20 days (5 days for oral orders) before the Contractor gives the required written notice.
- The Contractor must assert its right to an adjustment within 30 days after receipt of a written change order, or after giving the required written notice, by submitting a written statement describing the general nature and amount of the proposal.
- No proposal for equitable adjustment will be allowed if asserted after final payment under the contract.

9.5 How to Document a Change Order Proposal

Change order proposals must be submitted as a lump sum supported by an itemized breakdown, including, at minimum:

1. **Direct Costs:** materials, transportation, labor, construction equipment, shop drawing revision costs, workers' compensation and public liability insurance, FICA/FUTA taxes, and bond costs where warranted;
2. **Indirect Costs:** overhead, G&A expenses, and fringe benefits not normally treated as direct costs; and
3. **Profit:** negotiated based on the nature, extent, and complexity of the required change.

The allowability of costs is determined in accordance with the cost principles in 2 CFR Part 200, Subpart E. Any request for a time extension should be included in the same proposal. The Contracting Officer will act on proposals within 30 days of receipt; failure to reach agreement is handled as a dispute under Section 12.1 of this Guide.

9.6 Practical Tips for Change Orders

- Never proceed with work outside the approved scope based on a verbal instruction alone; confirm it in writing the same day, even if a formal change order will follow later.
- Keep contemporaneous daily logs and photographs of any condition that may give rise to a change order (differing site conditions, design conflicts, GDPM-caused delays), since these will support your equitable adjustment proposal.
- Track change order costs separately from base contract costs in your accounting system from day one of the change.

10. Payments and Retainage

10.1 How Payment Works

Payments are made in accordance with the Contract Documents. The Contract Sum stated in the Contractor's QSP proposal, as formally accepted by GDPM, is the total amount payable for performance of the Work. Unless expressly stated otherwise, unit prices remain firm for the term of the contract with no general provision for price increases.

10.2 Lien Waivers With Each Progress Payment

Each Application for Payment must be accompanied by a completed **Conditional Waiver and Release of Lien — Progress Payment (GDPM Form LW-1)**, reproduced at Appendix D. A waiver is required from the Contractor and from each subcontractor and material supplier paid in the covered period. The LW-1 waiver is conditional — it takes effect only upon the Contractor's actual receipt of the payment — and expressly reserves retainage withheld and not yet paid, amounts submitted in writing but not yet paid (including pending change orders and disputed claims), and contract rights that survive final payment. The form must be signed by an authorized representative and notarized.

10.3 Withholding for Unsatisfactory Performance

If the Contractor fails to satisfactorily comply with any term or condition of the Agreement, GDPM may, in its sole discretion, withhold payments claimed by the Contractor for services rendered. No payment will be made for incomplete, inaccurate, or defective Work.

10.4 No Punitive or Add-On Fees

GDPM will not pay any fees or payments that are punitive in nature or not contemplated in the Agreement, including one-time fees, recurring fees, staging fees, training fees, annual fee increases, early termination fees, late fees, or other miscellaneous fees not expressly provided for in the Contract Documents.

10.5 Retainage (Projects Over $150,000)

For projects in excess of $150,000, GDPM may withhold retainage from each progress payment as follows:

Stage	Retainage Treatment
Work less than 50% complete	GDPM may withhold up to 10% of each approved progress payment.
Work 50% complete or more	At GDPM's sole discretion, retainage on subsequent payments may be reduced to 5%, provided performance has been satisfactory, the Work is on schedule, and there are no unresolved claims, disputes, or outstanding corrective work items.
Excess withholding	GDPM may withhold retainage above these amounts, at its sole discretion, if the Contractor is in default or there are unresolved liens, claims, or warranty issues.
Federally funded contracts	For contracts funded in whole or part by federal Capital Funds, retainage must comply with 24 CFR § 905.308; in the event of any conflict, the federal regulation governs.

10.6 Release of Retainage

Remaining retainage is released within 30 days after all of the following occur:

1. Final completion of all Work, including resolution of all punch list items;
2. Receipt by GDPM of a final lien waiver and release (Appendix E) from the Contractor and all subcontractors and material suppliers;
3. Receipt of all required closeout documents (as-built drawings, warranties, O&M manuals, final payrolls, Section 3 documentation, and Davis-Bacon certifications, where applicable); and
4. Issuance by GDPM of a written Certification of Final Acceptance (Appendix I), including GDPM Procurement's verification sign-off.

10.7 Submitting Invoices

- Email all invoices to housingdevelopment@gdpm.org to ensure quick and proper payment.
- Include on each invoice the purchase order (PO) number provided in your Notice of Award email. This allows GDPM to align the invoice to the PO, which helps you get paid faster.
- GDPM will acknowledge receipt of your invoice and route it to the Project Manager (and architect, where involved) for payment approval before processing it for payment.
- Enroll in direct deposit using the form provided with your Notice of Award if you would like payments deposited electronically.
- Invoices must include a partial or final lien waiver.

10.8 Tax Exemption

GDPM is a political subdivision of the State of Ohio and **is exempt from Ohio state and local sales and use tax** on materials purchased for GDPM construction and development projects. GDPM does not agree to pay, and will not reimburse, any sales or use tax that a Contractor pays in error on exempt purchases.

To claim this exemption, the Contractor must use GDPM's tax exemption certification for the project. GDPM's tax exemption certificate is issued together with the Notice of Award / Notice to Proceed; Contractors should confirm receipt of the certificate before placing material orders and should present it to suppliers and vendors at the time of purchase so that sales tax is not charged in the first instance.

- **Contractor's responsibility:** The Contractor bears all responsibility for ensuring that GDPM's tax exemption certificate is properly presented to and honored by its suppliers and subcontractors. Consistent with Section 35 of the General Terms and Conditions, the Contractor bears all responsibility to ensure taxes are not paid and will be responsible for any recovery.
- **Overages and recoupment:** If a Contractor or subcontractor nonetheless pays sales or use tax on an exempt purchase — whether due to failure to present the certificate, use of an expired or incorrect certificate, or any other reason — that cost is not a reimbursable contract cost. GDPM will not increase the Contract Sum, issue a change order, or otherwise pay for tax amounts that should have been exempted. The Contractor is solely responsible for recouping any such overage directly from the vendor or taxing authority.

- **No exemption for non-project purchases:** GDPM's tax exemption certificate applies only to purchases of materials and services for the specific GDPM project identified in the Notice of Award/Notice to Proceed. It may not be used for the Contractor's general business purchases, equipment for other projects, or any purpose unrelated to the awarded GDPM contract.
- **Confirm before you order:** If a Contractor has not received the tax exemption certificate by the time it is ready to place material orders, it should contact the Contracting Officer before ordering, rather than paying tax and seeking reimbursement after the fact — GDPM will not reimburse such amounts.

> *GDPM's tax exemption certificate is project-specific and is provided for the Contractor's use in purchasing materials for the awarded Work. Misuse of the certificate, including use for unrelated purchases, may result in liability to the Contractor and may be considered in GDPM's contractor performance evaluation.*

10.9 Practical Tips for Smooth Payment Processing

- Submit pay applications using the format and supporting documentation GDPM requests, and submit them on a consistent schedule, always with the required Form LW-1 conditional lien waiver(s).
- On Davis-Bacon contracts, ensure certified payrolls for the billing period are submitted and accepted before submitting your pay application; payroll compliance issues are one of the most common causes of payment delay.
- Track retainage separately in your own accounting records so you can reconcile GDPM's running retainage balance against your expectations as the project nears 50% completion.
- Begin assembling closeout documents (warranties, O&M manuals, as-builts) throughout the project rather than waiting until physical completion; this avoids delays in retainage release.

11. Substantial Completion, Punch List, and Closeout

11.1 What Is Substantial Completion?

“Substantial Completion” is the stage in the progress of the Work when the Work, or a designated portion of it, is sufficiently complete in accordance with the Contract Documents that GDPM can occupy or utilize it for its intended use, as determined by the Contracting Officer. Substantial Completion does not require full completion of all punch list items, but does require that the Work be safe, functional, and fit for intended occupancy or use.

11.2 Process for Declaring Substantial Completion

1. Contractor's Notice. When the Contractor considers the Work substantially complete, it must submit written notice to the Contracting Officer, together with a proposed punch list of all remaining items to be completed or corrected.
2. GDPM's Inspection. The Contracting Officer must inspect the Work within seven business days after receipt of the notice.
3. GDPM's Response. The Contracting Officer will either (a) execute the Notice of Substantial Completion (Appendix H), certifying the Date of Substantial Completion and setting forth the punch list (with the Punch List Continuation Sheet attached where needed), the responsible party for each item, the Anticipated Final Punch List Completion Date, and any retainage held, or (b) provide written notice of the reasons Substantial Completion has not been achieved.
4. Signatures. The executed Notice of Substantial Completion is signed by the Contractor, GDPM (as Owner), and the Architect/Engineer where applicable, and is distributed to the Contractor, the GDPM contract file, the Architect/Engineer, and Asset Management / the Property Manager.

11.3 What Happens Once Substantial Completion Is Certified

- The warranty period applicable to the completed Work begins (warranties and guarantees required by the Contract Documents commence on the Date of Substantial Completion unless otherwise stated);
- GDPM assumes responsibility for security, maintenance, utilities, and insurance for the accepted Work as of that date, except as otherwise provided in the Contract Documents;
- Liquidated damages, if any, cease to accrue, subject to any adjustment for failure to achieve Substantial Completion by the required date;
- GDPM has the right to occupy and use the Work; and
- GDPM may reduce retainage as described in Section 10.5 of this Guide.

> *The Notice of Substantial Completion does not constitute final acceptance of the Work and does not relieve the Contractor of the obligation to complete all remaining items in accordance with the Contract Documents.*

11.4 Completing the Punch List

The Contractor must complete all punch list items on or before the Anticipated Final Punch List Completion Date stated in the Notice of Substantial Completion, which may not exceed 30 calendar days from the Date of Substantial

Completion unless GDPM approves a longer period in writing. If the Contractor fails to complete punch list items within the specified time, GDPM may complete the remaining items using its own forces or a third party and deduct the cost from any amounts due to the Contractor, including retainage.

11.5 Closeout Document Checklist

Before final payment and release of remaining retainage, the following items must be received and verified by GDPM. These match the closeout checklist on the Certification of Final Acceptance (Form GDPM-CFA, Appendix I):

Closeout Item	Notes
Final Application for Payment	All previous applications reconciled
Punch list	All items completed and verified
Final lien waivers / releases (Appendix E)	From the Contractor and all subcontractors and material suppliers; notarized
Consent of Surety to final payment	If the contract is bonded
Warranties	All manufacturer and Contractor warranties and guarantees required by the Contract Documents
O&M manuals / product data (if applicable)	Operation and maintenance documentation for any installed equipment or systems
As-built / record drawings (if applicable)	Reflecting any approved changes from the original Contract Documents
Keys, access devices, and attic stock / spare materials	Turned over to GDPM
Final certified payrolls	Where Davis-Bacon / prevailing wage applies
Section 3 and MBE/WBE reporting	Final labor hour and outreach documentation, where applicable
Davis-Bacon final wage compliance certification	Where applicable
Final inspection(s) and permits	Passed and closed out, if applicable

11.6 Final Payment and the Certification of Final Acceptance

Final acceptance is documented on GDPM's **Certification of Final Acceptance (Form GDPM-CFA)**, reproduced at Appendix I. The form records the final contract accounting (original Contract Sum, net change orders, payments to date, retainage held, and final payment due), the Contractor's release and warranty, and signatures by the Contractor, the Architect/Engineer (if applicable), GDPM Procurement, and GDPM as Owner.

Before final payment, GDPM Planning & Development confirms with GDPM Procurement that all Section 3 and prevailing-wage information has been provided. GDPM Procurement's sign-off on the Certification is required, verifying that (1) the Consent of Surety to final payment has been received (or is not required because the contract is not bonded), (2) all required Section 3 reporting is complete, and (3) all required prevailing wage / certified payroll documentation has been received and is complete. Upon execution of the Certification and receipt of all required

closeout documents, GDPM releases remaining retainage and any final payment due within 30 days, and any Assurance of Completion is released or returned.

By signing the Certification, the Contractor certifies that all Work has been completed in accordance with the Contract Documents; that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work have been paid or otherwise satisfied; that all subcontractors and suppliers have been or will be paid in full from the final payment; and that acceptance of final payment constitutes a release and waiver of all claims against GDPM arising out of the Contract, except claims previously made in writing and identified as unsettled at the time of the final Application for Payment.

11.7 Warranties

The Contractor warrants all Work against defects in materials and workmanship for a period of one (1) year from the Date of Substantial Completion, or such longer period as required by the Contract Documents, and must promptly correct any Work found to be defective or not in conformance with the Contract Documents during the warranty period at no cost to GDPM. Final Acceptance and final payment do not relieve the Contractor of responsibility for warranty and guarantee obligations, correction of defective or non-conforming Work discovered after Final Acceptance (including latent defects), claims arising from faulty or defective Work, or obligations that by their nature survive completion of the Work.

Beyond that period, the Contractor represents and warrants that its services and materials are of good quality and consistent with professional skill and care ordinarily provided by professionals performing similar services, and that the Work is merchantable and fit for its intended purpose. If services, materials, or products fail to comply with these warranties and the Contractor is notified in writing, the Contractor must either correct the failure with all due speed or refund the compensation paid, and must indemnify GDPM for any direct damages and third-party claims arising from a breach of these warranties.

12. Disputes, Default, and Remedies

12.1 Dispute Resolution Process

Except for disputes arising under the Labor Standards clauses, all disputes arising under or relating to the contract, including claims for damages for an alleged breach, that are not resolved by agreement are handled as follows:

1. The Contractor submits any claim in writing to the Contracting Officer for a written decision. GDPM claims against the Contractor are likewise subject to a written decision by the Contracting Officer.
2. The Contracting Officer decides the claim, or notifies the Contractor of the date by which a decision will be made, within 30 days of receiving the request.
3. The Contracting Officer's decision is final unless the Contractor, within 30 days of receipt, (a) appeals in writing to a higher level within GDPM under GDPM policy, (b) refers the appeal to an independent mediator or arbitrator, or (c) files suit in a court of competent jurisdiction.

> *The Contractor must continue diligent performance of the contract pending final resolution of any claim, appeal, or dispute, and must comply with any decision of the Contracting Officer in the meantime.*

12.2 Default

If the Contractor refuses or fails to prosecute the Work (or any separable part) with the diligence needed to complete it within the specified time, or fails to complete the Work within that time, the Contracting Officer may terminate the Contractor's right to proceed with the delayed Work by written notice. GDPM may then take over and complete the Work by contract or otherwise, including taking possession of materials, equipment, and plant on site as necessary, and the Contractor and its sureties remain liable for resulting damages, including increased completion costs.

GDPM may also exercise default remedies if the Contractor becomes insolvent, files or has filed against it a bankruptcy petition, has a receiver or trustee appointed over a significant portion of its assets, or actually or constructively abandons the Work.

12.3 Remedies for Default

Remedy	How It Works
Actual Damages	Contractor is liable for all actual and direct damages caused by its default. GDPM may substitute services or materials from a third party and recover the cost of doing so, less any expense saved by the default.
Liquidated Damages	Where actual damages are uncertain or difficult to determine, GDPM may recover liquidated damages equal to 1% of the total contract value for every calendar day the default is not cured. The parties agree that this amount is a reasonable estimate of the damages GDPM would incur from delayed completion, which are difficult to determine precisely, and does not constitute a penalty. If re-solicitation becomes necessary, the Contractor also owes GDPM $7,500 for re-solicitation costs.
Deduction from Contract Price	GDPM may deduct all or part of default-related damages from any amount still owed to the Contractor.

12.4 No-Damages-for-Delay

Except as described below, the Contractor's sole remedy for any delay, disruption, hindrance, or interference in performance, regardless of cause, is an extension of contract time; not additional compensation, home office overhead, extended general conditions, escalation, lost productivity, or lost profit.

The exception: the Contractor is entitled to an equitable adjustment in the Contract Sum (in addition to a time extension) for delays caused solely by (1) a written change order suspending the Work, (2) GDPM's unreasonable failure to act within required timeframes, or (3) GDPM's failure to provide site access as required, provided the Contractor gives written notice of the delay within 10 days of its commencement. Where delays are concurrent, caused partly by the Contractor and partly by GDPM or other excusable causes, the Contractor is entitled only to a time extension for the portion attributable to GDPM or excusable causes, with no additional compensation.

12.5 Contractor Performance Evaluation and Future Eligibility

GDPM may conduct periodic monitoring and performance evaluation of the Contractor during the contract term, prior to exercising any option, and/or after completion of the Work. The Contractor may request a copy of any evaluation and may submit a written response or exception within 30 days of contract completion or termination. A poor evaluation may render the Contractor ineligible for award of future GDPM contracts for a period of not less than one year, and a breach attributed to the Contractor or a subcontractor will be considered in GDPM's responsibility analysis for future contracts for five years after the date of the breach.

13. Other Federal and State Compliance Requirements

In addition to bonding (Section 4), insurance (Section 5), Davis-Bacon (Section 6), and Section 3 (Section 7), GDPM construction contracts incorporate a number of other federal and state requirements that contractors should be familiar with.

13.1 Civil Rights and Nondiscrimination

- Title VI of the Civil Rights Act of 1964, as amended
- The Age Discrimination Act of 1975, as amended
- The Americans with Disabilities Act, as amended
- Equal employment opportunity clauses under Executive Order 11246 and Executive Order 11061, as amended

13.2 Procurement and Recovered Materials

Where applicable spending thresholds are met, Contractors must procure items containing recovered materials under EPA guidelines at 40 CFR Part 247, consistent with Section 6002 of the Solid Waste Disposal Act (see Section 8.5 of this Guide).

13.3 Environmental Compliance

- The Clean Air Act (42 U.S.C. §§ 7401–7671q)
- The Federal Water Pollution Control Act (33 U.S.C. §§ 1251–1387)

13.4 Drug-Free Workplace and Lobbying

- Applicable federal Drug-Free Workplace requirements
- The Anti-Drug Abuse Act of 1988, as amended
- The Byrd Anti-Lobbying Act Amendment (31 U.S.C. 1352), as amended

13.5 Cost Principles and Uniform Administrative Requirements

Federally funded contracts are subject to applicable provisions of 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), including §§ 200.317–200.327 (Procurement Standards) and § 200.325 (Bonding Requirements).

13.6 RAD / Project-Based Voucher (PBV) Contracts

For contracts related to GDPM's RAD conversion and PBV program properties, the Contractor acknowledges that GDPM operates these properties under a HAP Contract and RAD Use Agreement, and that nothing in the construction contract limits, modifies, or conflicts with those obligations. Davis-Bacon prevailing wage requirements apply to initial RAD construction contracts at conversion, regardless of contract amount above $2,000, and this requirement is non-waivable. Where a RAD project also includes LIHTC financing, the Contractor must cooperate with GDPM in satisfying

any additional requirements imposed by the Ohio Housing Finance Agency or tax credit equity investors that apply to the construction Work. All work at PBV or RAD/PBV properties occurs at sites where tenants are assisted under Section 8, and the Contractor must conduct operations to minimize disruption to current assisted residents, consistent with 24 CFR § 983.301 and any applicable resident relocation plan.

13.7 State of Ohio Requirements

As an Ohio political subdivision, GDPM's contracts may be subject to state statutes, rules, and regulations applicable to Ohio public subdivisions, including state drug-free workplace and prevailing wage requirements where applicable. Where a state requirement conflicts with a federal requirement, the federal requirement governs unless state law is not preempted.

13.8 Strictest Provision Rule

Where the Public Housing program (24 CFR Parts 905 and 968), the Section 8 program including RAD/PBV (24 CFR Parts 880 and 983), and 2 CFR Part 200 impose different or overlapping obligations on matters other than Section 3 and Davis-Bacon, the most stringent applicable requirement governs. Section 3 and Davis-Bacon are not subject to this rule; those requirements apply only to the specific contract types described in Sections 6 and 7 of this Guide, regardless of whether a stricter standard might otherwise be inferred from another program.

13.9 Governing Law, Records Access, and Public Records

- The contract is governed by Ohio law, with venue for disputes in Montgomery County, Ohio, except where federal law requires a different forum.
- GDPM, HUD, and the Comptroller General retain the right to examine the Contractor's directly pertinent books and records for three years after final payment, across all contract types (Capital Fund, RAD/PBV, and HCV-funded).
- Correspondence, materials, and documents produced under the contract may become public records subject to Ohio's Public Records Law.

14. Contacts and Resources

14.1 GDPM Contacts

Department / Topic	Contact Information
Procurement Department (bidding, bonding questions, vendor outreach list, insurance, wage and Section 3 reporting)	procurement@dmha.org · (937) 910-7500
Planning & Development Department (scope, specifications, contract administration, daily operations)	housingdevelopment@gdpm.org
Invoice submission	housingdevelopment@gdpm.org (include your PO number on every invoice)
General mailing address	400 Wayne Avenue, Dayton, Ohio 45410
GDPM general business opportunities & diversity certifications	https://www.gdpm.org/business-opportunities/
Planning & Development small construction projects	https://www.gdpm.org/development-construction/construction-opportunities/
Current contract documents	https://www.gdpm.org/development-construction/documents/

14.2 External Resources

- SAM.gov registration (required for all federally funded contract awards): www.sam.gov
- U.S. Department of Labor, Davis-Bacon wage determinations: www.sam.gov/content/wage-determinations
- Surety bond company listings (Circular 570, U.S. Department of the Treasury): treasury authorized surety listing maintained by the Bureau of the Fiscal Service
- HUD Section 3 program information and Benchmark Notice (91 FR 6752, eff. March 16, 2026): www.hud.gov/program_offices/general_counsel/section3

14.3 Document Index

The following Contract Documents, forms, and resources are referenced throughout this Guide. Full copies of the forms listed below (other than the General Terms and Conditions and the QSP Bid Form, which are issued separately as part of each solicitation) are reproduced in the Appendix to this Guide, and current versions of all documents are available from GDPM's Planning & Development Department:

- **GDPM Construction/Development Services General Terms and Conditions (Up to $250,000)**, effective July 1, 2026 — Appendix A
- **GDPM Quotation for Small Purchase ("QSP")** — Construction Services Bid Form & Notice to Proceed
- **GDPM Small Contractor Bonding & Surety Alternatives Guide**, including the standard Bid Bond and Performance/Payment Bond forms — Appendix B

- **GDPM Subcontractor Agreement** (Form of Contract) — Appendix C
- **GDPM Conditional Waiver and Release of Lien — Progress Payment** (Form LW-1) — Appendix D
- **GDPM Final Waiver and Release of Lien** — Appendix E
- **GDPM Change Order Request & Approval Form** — Appendices F and G
- **GDPM Notice of Substantial Completion** (with Punch List Continuation Sheet) — Appendix H
- **GDPM Certification of Final Acceptance** (Form GDPM-CFA) — Appendix I
- **This Small Construction Contractor Guide**

Closing Note

GDPM is committed to expanding opportunities for small and emerging contractors and to making the contracting process as transparent and accessible as possible. If anything in this Guide is unclear, or if you have questions about a specific solicitation, please contact GDPM's Procurement Department or Planning & Development Department before the applicable bid deadline — not after.

WE LOOK FORWARD TO WORKING WITH YOU!

How to Complete the Required Forms

This section walks through the standard forms a contractor completes during a GDPM small construction contract. The blank forms are reproduced in Appendices D through I; always use the current version GDPM issues with your contract, since forms are updated from time to time. If any field is unclear, ask your GDPM Project Manager or the Procurement Department before submitting — a corrected form up front is faster than a rejected one. On every form, use your exact legal business name and the GDPM contract or purchase order (PO) number from your Notice of Award so GDPM can match the form to your file.

1. Change Order Request & Approval Form (Appendix F)

When to use it: Whenever a change to the scope, price, or schedule is needed. Get the Contracting Officer's written approval before doing the changed work — except in a genuine emergency endangering life or property. See Section 9.

Field or section	What to enter
Header (Project Name, Project/AMP No., Contractor, Contract No./Date, A/E, GDPM Project Manager)	The project name and number, your legal business name/address/phone, the GDPM contract or PO number and its date, the Architect/Engineer (if one is involved), and your GDPM Project Manager.
1. Description of Change Requested	Plainly describe the work being added, deleted, or revised. Attach marked drawings or specifications if they help explain it.
2. Reason / Justification	Why the change is needed — for example, an unforeseen condition, a GDPM request, a design clarification, or a code requirement.
3. Change in Contract Sum (Lines 1–5)	Enter the original contract sum, the net of previously approved change orders, the subtotal, then this change: check ADD, DEDUCT, or NO CHANGE and enter the amount, and the new contract sum. Attach an itemized cost breakdown — labor, materials, equipment, overhead & profit — with backup.
4. Change in Contract Time	Check INCREASED, DECREASED, or UNCHANGED, enter the number of calendar days, and the new Substantial Completion date if it moves.
5. Signatures	Sign on the “Requested by — Contractor” line. Leave the “Recommended by — Architect/Engineer” and “Approved by — GDPM” lines for them.

Do not start the changed work until you receive the form fully executed by GDPM. Once everyone signs, this form is the approved Change Order, and the agreed amount covers all direct and indirect costs and any time impact for that change — so make sure your cost breakdown is complete before you sign.

2. Application for Payment & Conditional Lien Waiver — Form LW-1 (Appendix D)

When to use it: With every progress-payment (pay app) invoice. A separate LW-1 is needed from you and from each subcontractor and supplier you paid during the period. See Sections 10.2 and 10.7.

Field or section	What to enter
Project Name / Location; GDPM Contract or PO No.	From your contract and Notice of Award.
Contractor (company name) and address	Your legal business name and address — or the subcontractor's or supplier's, on their own waiver.

Payment Application No.	The sequential number of this pay app (1, 2, 3 …).
For Work Performed Through (date)	The last date of work covered by this payment.
Amount of This Payment Request ($)	The dollar amount you are requesting on this pay app.
Retainage Withheld to Date ($)	Total retainage GDPM has held so far (see Section 10.5).
Exceptions / Disputed Claims	List anything you are NOT waiving — pending change orders, disputed amounts, unpaid retainage. Write “NONE” if there are none; do not leave it blank.
Signature / Printed Name / Title / Date	Signed by someone authorized to bind your company.
Notary Acknowledgment	The form must be notarized — sign it in front of a notary.

The LW-1 is conditional: it takes effect only when you actually receive the payment, and it does not waive retainage, pending change orders, disputed claims, or warranty rights. Send the completed, notarized LW-1 with your invoice to housingdevelopment@gdpm.org and include your PO number.

3. Final Waiver and Release of Lien (Appendix E)

When to use it: Once, with your final payment request, to release remaining retainage. Required from you and, at GDPM's discretion, from your subcontractors and major suppliers. See Section 11.6.

Field or section	What to enter
Project; GDPM Project/Contract No.; Contract For; Contractor; Contract Date	The identifying information from your contract.
Statement of Contract Amounts (Lines 1–5)	Line 1 original contract sum; Line 2 net of approved change orders; Line 3 adjusted sum (1 ± 2); Line 4 total payments already received; Line 5 final payment due (3 − 4). These must reconcile with GDPM's records and your final pay app.
Exceptions	List any claim you are expressly preserving; otherwise the release is complete.
Signature / Printed Name / Title / Date and Notary	Signed by an authorized representative and notarized.

This is a full and final release effective on receipt of final payment, so confirm your Line 5 figure and that all your subcontractors and suppliers have been paid before signing. Final payment is not processed until this notarized waiver and all closeout documents are received and approved.

4. Notice of Substantial Completion (Appendix H)

When to use it: When you believe the Work (or a usable portion) is substantially complete. You give written notice with a proposed punch list; GDPM inspects within seven business days and executes this form. See Section 11.2.

Field or section	What to enter
1. Project Information	Project name, location, contractor, A/E (if any), contract or PO number, contract date, and the proposed Date of Substantial Completion.

3. Punch List	List each remaining item: number, description, the party responsible, and the date it will be completed. Leave “Verified” for GDPM. Use the Punch List Continuation Sheet for extra items.
Anticipated Final Punch List Completion Date	The date you commit to finishing the punch list — normally within 30 calendar days unless GDPM approves longer in writing.
Retainage Held	The retainage amount still held, if any.
4. Acceptance and Signatures	Sign as Contractor; GDPM (as Owner) and the A/E sign to certify.

Substantial Completion starts the one-year warranty and shifts responsibility for the accepted Work to GDPM, but it is not final acceptance — you still must finish every punch-list item. If you miss the completion date, GDPM may finish the items and deduct the cost from what it owes you.

5. Certification of Final Acceptance — Form GDPM-CFA (Appendix I)

When to use it: At the very end, after all punch-list items are done and all closeout documents are in. GDPM issues it; you complete your portions and sign. GDPM Procurement's verification sign-off is required before final payment. See Section 11.6.

Field or section	What to enter
1. Project Information	Project name, location, contract or PO number, contractor, A/E, contract date, date of Substantial Completion, date of final inspection, and date of Final Acceptance.
3. Closeout Documents	For each listed item — final pay app, final lien waivers, consent of surety (if bonded), warranties, O&M manuals, as-builts, keys/attic stock, final certified payrolls and Section 3 reporting where applicable, and final inspections/permits — confirm it is attached or mark N/A. GDPM completes “Verified By.”
4. Final Contract Accounting	Original contract sum, net change orders, payments to date, retainage held, and final payment due — reconciled with your Final Waiver (Appendix E).
Contractor's release and one-year warranty; Signatures	Sign the release and warranty. Signature lines include the Contractor, the A/E (if any), GDPM Procurement (verification), and GDPM as Owner.

Final payment and release of retainage happen within 30 days after this Certification is executed and all closeout documents are received — including GDPM Procurement's sign-off confirming surety consent (if bonded), Section 3 reporting, and prevailing-wage / certified-payroll documentation are complete.

Appendix — Forms and Reference Documents

This Appendix contains GDPM's standard construction contract forms and related reference documents for small construction contracts, as updated effective July 1, 2026. These forms are provided as a convenience to Contractors. Where a fillable or electronic version of a form is available from GDPM, Contractors should use the current version available at https://www.gdpm.org/development-construction/documents/ or upon request from housingdevelopment@gdpm.org , as forms may be updated from time to time. In the event of any conflict between a form reproduced in this Appendix and the version issued by GDPM with a specific solicitation or contract, the version issued by GDPM with that solicitation or contract governs.

Appendix	Document
A	GDPM Construction/Development Services General Terms and Conditions (Up to $250,000)
B	GDPM Small Contractor Bonding & Surety Alternatives Guide, Bid Bond, and Performance/Payment Bond Forms
C	GDPM Subcontractor Agreement (Form of Contract)
D	GDPM Conditional Waiver and Release of Lien — Progress Payment (Form LW-1)
E	GDPM Final Waiver and Release of Lien
F	GDPM Change Order Request & Approval Form
G	GDPM Change Order (executed via the Appendix F form)
H	GDPM Notice of Substantial Completion, with Punch List Continuation Sheet
I	GDPM Certification of Final Acceptance (Form GDPM-CFA)

Appendix A — General Terms and Conditions

The GDPM Construction/Development Services General Terms and Conditions (Up to $250,000), effective July 1, 2026, govern all GDPM small construction contracts and are incorporated by reference into every Notice of Award and Notice to Proceed issued under the QSP process. The General Terms and Conditions are summarized and referenced extensively throughout this Guide.

Because the General Terms and Conditions are a lengthy, independently maintained legal document subject to periodic revision, GDPM distributes the current, controlling version of the General Terms and Conditions as a separate document. Contractors should ensure they are working from the version of the General Terms and Conditions issued with their specific solicitation, Notice of Award, or Notice to Proceed.

The current version of the General Terms and Conditions is available at https://www.gdpm.org/development-construction/documents/ or upon request to housingdevelopment@gdpm.org.

GREATER DAYTON PREMIER MANAGEMENT

Dayton Metropolitan Housing Authority

CONSTRUCTION/DEVELOPMENT SERVICES AGREEMENT

General Terms and Conditions

For Construction/Development Contracts (Up to $250,000)

AGREEMENT

This Construction Services General Terms and Conditions (the "**Agreement**") is entered into between the Dayton Metropolitan Housing Authority d/b/a Greater Dayton Premier Management ("**GDPM**"), a body corporate and politic organized and existing under the laws of the State of Ohio, and Contractor, and sets forth the general terms and conditions governing construction and development contracts with a total contract value not exceeding $250,000. Hereinafter, GDPM and Contractor are collectively referred to as the "**Parties**."

RECITALS

WHEREAS, GDPM awarded the Contract to Contractor based on Contractor's qualifications and bid or quote amount;

WHEREAS, the Parties agree that their contractual relationship is subject to all applicable federal, state, and local requirements, including but not limited to requirements of the U.S. Department of Housing and Urban Development ("**HUD**"), 2 CFR Part 200, and all Public Housing and Section 8/RAD requirements, as applicable;

WHEREAS, Contractor represents that it is duly qualified and authorized to perform all services as set forth in the GDPM solicitation documents, including without limitation the Specifications and Drawings, GDPM Planning and Development Request for Quote form, and Contractor's Proposal/Quote Form and/or Best and Final Offer, if applicable; and

WHEREAS, the Parties agree that this Agreement contains GDPM's mandatory General Terms and Conditions for Construction Services and shall not be subject to further negotiation, modification, or amendment except as expressly provided herein, and that by signing and submitting Contractor's Proposal/Quote Form, Contractor agrees to all terms and conditions set forth herein.

NOW, THEREFORE, in exchange for mutual consideration, the Parties agree to the following general terms and conditions:

Section 1 Services

1.1 Contractor agrees to perform and carry out in a prompt, satisfactory, and professional manner the Work as set forth in the solicitation and bid documents.

1.2 The term "**Work**" means the construction and services required by the Contract Documents[1] and includes all labor, materials, equipment, and services to be provided by the Contractor to fulfill Contractor's obligations.

1.3 The Work provided for by Contractor is limited to the Work identified in the Contract Documents.

1.4 Any attempt to modify, alter, increase, or decrease the Work after execution of this Agreement without a written Change Order authorized by the Contracting Officer constitutes a breach of this Agreement and may be grounds for termination and subject to the liquidated damages provision herein.

1.5 Failure of Contractor to accept the terms and conditions contained herein may result in termination, application of liquidated damages, and removal from future GDPM bid opportunities.

*[1] The term "**Contract Documents**" includes all Solicitation Documents, Scope of Work, GDPM Request for Quote form, Specifications, Architect Drawings and General Notes, Contractor Quote Form or Best and Final Offer, this Agreement, and any supplemental conditions entered into in conformity with this Agreement.*

Section 2 Contract Term and Effective Date

2.1 This Agreement shall become legally effective and binding upon GDPM's issuance of a written Notice of Award to Contractor. The Notice to Proceed, issued separately, authorizes Contractor to commence physical performance of the Work and shall specify the start date and Total Contract Period. The Agreement shall remain in effect for the term specified in the Notice to Proceed and as set forth in GDPM's Planning and Development Request for Quote form.

2.2 Contractor acknowledges and agrees that the performance timelines and Total Contract Period provide sufficient time for the Contractor to substantially complete and finally complete the Work. Failure to meet performance timelines or to complete Work within the Total Contract Period is a breach of this Agreement and may implicate the liquidated damages provisions herein. Any request for additional time will not automatically entitle Contractor to additional compensation.

Section 3 Labor and Materials

Unless otherwise provided in the Contract Documents, Contractor shall provide, supervise, and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and timely completion of the Work.

Section 4 Supervision and Construction Procedures

Unless otherwise specified in the GDPM Contract Documents, Contractor shall supervise and direct the Work and shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.

Section 5 Disputes

5.1 Except for disputes arising under the Labor Standards clauses, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.

5.2 All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by GDPM against the Contractor shall also be subject to a written decision by the Contracting Officer.

5.3 The Contracting Officer shall, within 30 days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.

5.4 The Contracting Officer's decision shall be final unless the Contractor: (1) appeals in writing to a higher level in GDPM in accordance with GDPM's policy and procedures; (2) refers the appeal to an independent mediator or arbitrator; or (3) files suit in a court of competent jurisdiction. Such appeal must be made within 30 days after receipt of the Contracting Officer's decision.

5.5 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 shall comply with any decision of the Contracting Officer.

Section 6 Default

6.1 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, or any extension thereof, or fails to complete said Work within such 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 that event, GDPM 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 GDPM resulting from the Contractor's refusal or failure to complete the Work within the specified time, whether or not the Contractor's right to proceed with the Work is terminated. This liability includes any increased costs incurred by GDPM in completing the Work.

6.2 The Contractor's right to proceed shall not be terminated, nor the Contractor charged with damages under this clause, if: (1) the delay in completing the Work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor; and (2) the Contractor, within 10 days from the beginning of such delay, notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If warranted, the time for completing the Work shall be extended by written modification to the Contract.

6.3 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 shall be the same as if the termination had been for the convenience of GDPM.

6.4 In addition to the circumstances above, GDPM may exercise the remedies set forth in this provision if: (i) Contractor becomes insolvent or makes a transfer in fraud of creditors or an assignment for the benefit of creditors; (ii) Contractor files or has filed against it a petition under any chapter of the United States Bankruptcy Code or any similar law; (iii) a receiver or trustee is appointed for all or a significant portion of Contractor's assets; or (iv) Contractor actually or constructively abandons, or places GDPM on actual or constructive notice of its intent to abandon, the Work.

Section 7 Termination for Convenience

7.1 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 GDPM. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of the Work is terminated and the date upon which such termination becomes effective.

7.2 If performance of the Work is terminated, either in whole or in part, GDPM shall be liable to the Contractor for reasonable and proper costs resulting from such termination upon receipt by GDPM of a properly presented claim setting out in detail: (1) the total cost of the Work performed to the 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 for which payment has not been made by GDPM to the Contractor; (3) the cost of preserving and protecting Work already performed until GDPM or its assignee takes possession thereof or assumes responsibility therefor; (4) the actual or estimated cost of legal and accounting services reasonably necessary to prepare and present the termination claim to GDPM; and (5) an amount constituting a reasonable profit on the value of the Work performed by the Contractor.

7.3 The Contracting Officer will act on the Contractor's claim within 60 days of receipt of the Contractor's claim.

7.4 Any disputes regarding this clause are expressly made subject to the provisions of the Disputes clause of this contract.

Section 8 Mandatory HUD Terms — General

Parties acknowledge and agree that this Agreement incorporates in full all contract conditions required by HUD for small construction/development contracts as set forth in Form HUD-5370-EZ, General Contract Conditions for Small Construction/Development Contracts. Any term of this Agreement that would conflict with HUD-required mandatory provisions is void and unenforceable to the extent of such conflict, and the HUD-required provision shall govern. These HUD-incorporated terms apply universally and without distinction to: (i) Public Housing Capital Fund-financed contracts; (ii) RAD conversion contracts; and (iii) Project-Based Voucher (PBV) program-related construction contracts.

Section 9 Contract Modifications

9.1 Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.

9.2 The Contracting Officer may modify the contract unilaterally: (1) pursuant to a specific authorization stated in a contract clause (e.g., the Changes clause below); or (2) for administrative matters that do not change the rights or responsibilities of the Parties. All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

9.3 When a proposed modification requires the approval of HUD prior to its issuance, such modification shall not be effective until the required HUD approval is received by GDPM.

Section 10 Changes

10.1 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) in GDPM-furnished facilities, equipment, materials, services, or site; or (4) directing the acceleration of the performance of the Work.

10.2 Any other written order or oral order 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.

10.3 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.

10.4 If any change under this clause causes an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. No proposal for any change under § 10.2 shall be allowed for costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required.

10.5 The Contractor must assert its right to an adjustment within 30 days after: (1) receipt of a written change order, or (2) furnishing of a written notice under § 10.2, by submitting a written statement describing the general nature and amount of the proposal. No proposal for equitable adjustment shall be allowed if asserted after final payment under this contract.

10.6 The Contractor's written proposal for equitable adjustment shall be submitted as a lump sum proposal supported by an itemized breakdown including, at minimum: Direct Costs (materials, transportation, labor, construction equipment, shop drawing revision costs, workers' compensation and public liability insurance, FICA/FUTA taxes, and bond costs where warranted); Indirect Costs (overhead, G&A expenses, and fringe benefits not normally treated as direct costs); and Profit (negotiated based on the nature, extent, and complexity of the required change). The allowability of costs shall be determined in accordance with FAR Part 31 (48 CFR 1-31), as implemented by HUD Handbook 2210.18.

10.7 The Contractor shall include any request for time extension in the proposal. The Contracting Officer shall act on proposals within 30 days after their receipt. Failure to reach agreement on any proposal shall be a dispute under the Disputes clause. No change shall be made by the Contractor without a prior written order from the Contracting Officer, except in an emergency endangering life or property.

Section 11 Energy Efficiency

The Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163) for the State of Ohio.

Section 12 Procurement of Recovered Materials

12.1 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, 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 as determined on the basis of guidelines of the National Institute of Standards and Technology; or (3) are only available at an unreasonable price.

12.2 Section 12.1 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 purchased any amount of the items for use under a federally-funded contract, and purchased a total in excess of $10,000 of the item both under and outside that contract.

Section 13 Training and Employment Opportunities for Residents — Section 3

13.1 Applicability. Section 3 requirements apply only to Public Housing Capital Fund-financed contracts and initial RAD/PBV construction Work, as required by applicable federal law and HUD regulations. Where applicable: 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. 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.

13.2 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 certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.

13.3 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).

13.4 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 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 24 CFR Part 75.

13.5 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 14 Labor Standards — Davis-Bacon and Related Acts

14.1 Applicability. Davis-Bacon prevailing wage requirements apply only to Public Housing Capital Fund-financed contracts and initial RAD/PBV construction Work with a total contract amount exceeding $2,000.

14.2 Minimum Wages. Where applicable: All laborers and mechanics employed under this contract in the construction or development of the project(s) involved will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment, computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof. The wage determination (including any additional classifications 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 Work site in a prominent and accessible place.

14.3 Payrolls and Basic Records. 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 at the Work site. The Contractor and each subcontractor shall submit weekly, for each week in which any contract Work is performed, a copy of all payrolls to GDPM. Payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i).

14.4 Withholding. GDPM shall, upon written request from the HUD Labor Relations Officer or 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 so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics the full amount of wages required by this contract.

14.5 Subcontracts. The Contractor and each subcontractor shall insert in any subcontracts the clauses contained in this Section 14 and also a clause requiring the subcontractors to include these provisions in any lower-tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with all the requirements of this Section 14.

14.6 Anti-Kickback. The Contractor and each subcontractor shall comply with the Copeland "**Anti-Kickback**" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 CFR Part 3). The Contractor and each subcontractor are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public Work, to give up any part of the compensation to which that person is otherwise entitled.

Section 15 Mandatory Housing Authority Terms

This Agreement contains GDPM's Construction Services General Terms and Conditions, which are mandatory and shall not be modified or amended without the express written approval of GDPM's Contracting Officer. Any term contained in Contractor's Solicitation Response or any other Contractor form that conflicts with the terms of this Agreement is void and unenforceable.

Section 16 Subject to Appropriation of Funds

GDPM's funds are contingent upon the availability of lawful appropriations by the United States Congress and HUD. If the United States Congress and/or HUD fails at any time to continue funding GDPM, Work under this Contract may directly or indirectly be affected by the lack of funding. GDPM may terminate the Agreement and will have no further obligation to make payments following the date such funding expires. This provision applies to Capital Fund, HCV, and RAD/PBV funding sources.

Section 17 Prohibition Against Liens

Contractor is prohibited from placing a lien on GDPM property. This prohibition shall apply to all subcontractors at any tier and all material suppliers. The only liens on GDPM's property shall be the Declaration of Trust or other liens approved by HUD.

Section 18 Compensation and Payment

18.1 Payments shall be made in accordance with the Contract Documents.

18.2 If Contractor fails to satisfactorily comply with any term or condition of this Agreement, GDPM may, in its sole discretion, withhold payments claimed by Contractor for services rendered. No payment will be made for incomplete, inaccurate, or defective Work.

18.3 The Contract Sum as stated in the Contractor's proposal within GDPM's Request for Quote form that is formally accepted by GDPM is the total amount payable by GDPM to the Contractor for performance of the Work under the Contract Documents.

18.4 Unless expressly specified in the Contract Documents, unit prices reflected in the Fee Submission/Quote Form shall remain firm with no provision for price increases during the term of the Contract.

18.5 GDPM shall not be obligated or liable for any costs incurred prior to award of contract. All costs to submit and prepare a response to solicitation documents shall be borne by the Proposer/Bidder.

18.6 GDPM shall not pay any fees or payments that are punitive in nature and/or not contemplated in this Agreement, including without limitation one-time fees, recurring fees, staging fees, training fees, annual fee increases, early termination fees, late fees, or additional miscellaneous fees.

Section 19 Retainage (for projects in excess of $150,000)

19.1 GDPM may withhold retainage from each progress payment in the amount of ten percent ("**10%**") of the amount approved for payment, until the Work is fifty percent ("**50%**") complete as determined by the Contracting Officer. After the Work is 50% complete, the Contracting Officer may, in GDPM's sole discretion, reduce retainage to five percent ("**5%**") of the value of subsequent progress payments, provided that: (i) Contractor's performance has been satisfactory; (ii) the Work is on schedule; and (iii) there are no unresolved claims, disputes, or outstanding corrective work items.

19.2 The remaining retainage shall be released within thirty ("**30**") days after: (1) final completion of all Work, including resolution of all punch list items; (2) receipt by GDPM of a final lien waiver and release from the Contractor and all subcontractors and material suppliers; (3) receipt of all required closeout documents (as-built drawings, warranties, O&M manuals, final payrolls, Section 3 documentation, and Davis-Bacon certifications where applicable); and (4) issuance by GDPM of a written Certificate of Final Acceptance.

19.3 GDPM may, at its sole discretion, withhold retainage in excess of the amounts stated above if Contractor is in default or if there are unresolved liens, claims, or warranty issues. Nothing in this section limits GDPM's right to withhold payment under § 18.2.

19.4 For contracts funded in whole or in part by federal Capital Funds, retainage shall comply with 2 CFR § 200.325. In the event of any conflict between this section and 2 CFR § 200.325, the federal regulation shall govern.

Section 20 Substantial Completion and Punch List

20.1 Definition. "**Substantial Completion**" means the stage in the progress of the Work when the Work, or a designated portion thereof, is sufficiently complete in accordance with the Contract Documents so that GDPM can occupy or utilize the Work for its intended use, as determined by the Contracting Officer. Substantial Completion does not require full completion of all punch list items but does require that the Work is safe, functional, and fit for intended occupancy or use.

20.2 Contractor's Notice. When the Contractor considers the Work substantially complete, the Contractor shall submit a written notice to the Contracting Officer, together with a proposed punch list of all remaining items to be completed or corrected. The Contracting Officer shall inspect the Work within seven (7) business days after receipt of such notice and shall either: (1) issue a written Certificate of Substantial Completion, which shall identify the date of Substantial Completion and set forth the punch list of remaining items and the deadline for their completion; or (2) provide the Contractor with written notice of the reasons why Substantial Completion has not been achieved.

20.3 Effect of Substantial Completion. Upon issuance of the Certificate of Substantial Completion: (1) the warranty period applicable to the completed Work shall commence; (2) liquidated damages, if any, shall cease to accrue, subject to any adjustment for failure to achieve Substantial Completion by the required date; (3) GDPM shall have the right to occupy and use the Work; and (4) GDPM may reduce retainage as provided in the Retainage clause.

20.4 Punch List Completion. The Contractor shall complete all punch list items within the time period specified in the Certificate of Substantial Completion, which shall not exceed thirty (30) calendar days from the date of Substantial Completion unless otherwise approved in writing by the Contracting Officer. Failure to complete punch list items within the specified time shall entitle GDPM to complete the remaining items using its own forces or a third party and to deduct the cost thereof from any amounts due to the Contractor, including retainage.

20.5 For RAD/PBV projects, the date of Substantial Completion shall be reported to HUD and, if applicable, to the tax credit equity investor and construction lender in accordance with the RAD Use Agreement, HAP Contract, and any applicable loan documents.

Section 21 Warranties and Representations

In addition to the warranties, representations, and guarantees provided for in the Specifications, if applicable, Contractor represents and warrants that its services and materials will be of good quality and consistent with the professional skill and care ordinarily provided by professionals performing the same or similar services, in accordance with generally accepted industry standards. Additionally, Contractor warrants that:

21.1 Contractor has the right to enter into this Agreement.

21.2 All services, materials, and products are provided in accordance with sound professional standards and without any material defect.

21.3 No services or materials provided under this Agreement will infringe upon the intellectual property rights of any third party.

21.4 All services, materials, and products provided hereunder are merchantable and fit for the particular purpose described in this Agreement.

21.5 Contractor has the right and ability to grant the license for any materials and/or products in which title does not pass to GDPM.

21.6 Contractor will observe and abide by all applicable federal, state, and local laws, rules, regulations, ordinances, and codes, and will obtain any license(s), permit(s), or the like required to provide the services and materials under this Agreement.

21.7 Contractor has not entered into any other contracts or employment relationships that restrict its ability to perform under this Agreement.

21.8 Contractor warrants that all equipment, mechanical devices, hardware, software, or other physical machinery fully complies with all governmental and environmental safety standards.

21.9 If any services, materials, or products fail to comply with these warranties and Contractor is so notified in writing, Contractor shall either: (1) correct such failure with all due speed; or (2) refund the amount of compensation paid. Contractor shall also indemnify GDPM for any direct damages and claims by third parties based upon a breach of these warranties.

Section 22 Consultant / Supplier / Subcontractor Services

22.1 Contractor may provide a portion of the Services through one or more Consultants/Suppliers/Subcontractors, provided that Contractor shall remain responsible for all of Contractor's duties and obligations under this Agreement.

22.2 Contractor shall require each Subcontractor to be bound to the Contractor's terms set forth in the Contract Documents and to assume toward Contractor all of the obligations and responsibilities that Contractor assumes toward GDPM.

22.3 Contractor shall use the GDPM Subcontractor/Consultant Agreement that identifies GDPM as the Agreement's third-party beneficiary and may not retain any Subcontractor terms inconsistent with this Agreement.

22.4 Contractor shall obtain GDPM's written approval before engaging any Subcontractor not identified in the initial Contract Documents. Contractor shall not employ any Subcontractor against whom GDPM has a reasonable objection.

22.5 Contractor hereby assigns to GDPM each Subcontractor's agreement, with such assignment effective only after GDPM terminates this Agreement. GDPM may re-assign accepted agreements.

Section 23 Non-Exclusivity

This Agreement is non-exclusive. GDPM specifically reserves the right to contract with other entities for the services described herein or for similar services if GDPM deems, in its sole discretion, such action to be in GDPM's best interest.

Section 24 Indemnity

24.1 To the fullest extent permitted by law, Contractor agrees to protect, defend, indemnify, and hold harmless GDPM, its employees, agents, officials, and officers from and against all losses, liabilities, and claims of whatever kind or nature which may be asserted against GDPM arising out of or in connection with Contractor's (or Contractor's subcontractors' or persons directly or indirectly employed by Contractor or a subcontractor) acts, omissions, performance of Work hereunder, or result from any breach or failure to comply with any of Contractor's obligations under this Agreement, except to the extent such loss or damage arises from the sole negligence or willful misconduct of GDPM. Contractor agrees to pay all such costs, including attorney's fees, and shall pay any judgment rendered with respect to the subject of the indemnity herein.

24.2 Nothing contained in this provision shall be construed to limit any indemnity obligations of Contractor set forth elsewhere in the Contract Documents.

24.3 In no event shall any GDPM official, officer, employee, or agent be held personally liable or responsible for any covenant or agreement whether expressed or implied.

24.4 GDPM has no authority to provide guarantees, indemnifications, rights of set-off, or other pledges involving assets of any Public Housing Project as defined in the HUD Annual Contributions Contract between GDPM and HUD, any operating receipts, HCV receipts, GDPM Capital Funds, or any GDPM public housing operating reserve. Accordingly, except as approved by HUD in writing, there is no legal right of recourse against such assets. Any guarantees, indemnifications, rights of set-off, or other pledges involving those assets will be deemed null, void, and unenforceable.

Section 25 No-Damages-for-Delay

25.1 Contractor's Sole Remedy for Delay. Except as provided in § 25.2, the Contractor's sole remedy for any delay, disruption, hindrance, or interference in the performance of the Work, regardless of the cause, shall be an extension of the Contract time as determined by the Contracting Officer pursuant to § 6.2 (excusable delay) or § 10.4 (change-related time extension). The Contractor shall not be entitled to any additional compensation, damages, or adjustment of the Contract Sum on account of any delay, including without limitation home office overhead, extended general conditions, escalation, loss of productivity, or lost profit, except as set forth in § 25.2 below.

25.2 Exception for GDPM-Caused Delay. Notwithstanding § 25.1, the Contractor shall be entitled to an equitable adjustment in the Contract Sum (as well as a time extension) for delays caused solely by: (1) a written change order directing a suspension of Work under § 7; (2) an unreasonable failure by GDPM to act within the time periods required by this Agreement; or (3) GDPM's failure to provide access to the Work site as required by the Contract Documents, provided in each case that the Contractor provides written notice of the delay to the Contracting Officer within 10 days of the commencement of the delay in accordance with § 6.2.

25.3 Concurrent Delays. In the event of concurrent delays caused in part by the Contractor and in part by GDPM or other excusable causes, the Contractor shall be entitled only to a time extension for the portion of the delay attributable to GDPM or excusable causes, and shall not be entitled to any additional compensation.

Section 26 Anti-Assignment

26.1 Contractor shall not assign this Agreement, or any right or interest hereunder, including without limitation any right to receive payment, without the prior written consent of GDPM's Contracting Officer, which consent may be withheld in GDPM's sole discretion. Any purported assignment made without such prior written consent shall be void and unenforceable.

26.2 Notwithstanding § 26.1, Contractor may assign its right to receive payment under this Agreement to a financial institution or bonding company ("**Payment Assignee**"), provided that: (1) GDPM receives prior written notice of such assignment; (2) the Payment Assignee acknowledges in writing that its rights to payment are subject to all defenses, setoffs, and claims that GDPM may have against the Contractor; and (3) such assignment does not relieve the Contractor of any of its obligations under this Agreement.

26.3 GDPM may assign this Agreement, in whole or in part, to any successor entity, HUD, or any other governmental agency without the prior consent of the Contractor.

Section 27 Insurance

27.1 Prior to commencing Work and during the Total Contract Term, Contractor and each subcontractor shall obtain and maintain the following insurance coverages:

27.1.1 Commercial General Liability Insurance, including a contractual liability endorsement, in an amount not less than: $1,000,000 each occurrence; $2,000,000 general aggregate; and products and completed-operations aggregate limit of not less than $2,000,000. Where the Contractor has a "**claims-made**" policy: the policy must provide a retroactive date on or before the execution date of this Contract; and the extended reporting period may not be less than five years following the Contract completion date.

27.1.2 Builder's Risk (fire and extended coverage) Insurance in an amount to cover all Work in place and materials stored at the Work site. The Builder's Risk policy shall name GDPM as an additional insured. This coverage shall be maintained for the full cash value of all completed construction and materials stored at the site. For RAD/PBV projects, the policy shall also name the applicable tax credit or RAD ownership entity as an additional insured as required by the RAD Use Agreement and HAP Contract.

27.1.3 Professional Liability/Errors and Omissions coverage with a limit of not less than $1,000,000 for each claim and $2,000,000 annual aggregate, where professional services are rendered.

27.1.4 Automobile Liability Insurance with GDPM named as an additional insured, with minimum limits of: $1,000,000 combined single limit; $50,000/$100,000 for non-owned vehicles; $5,000 medical pay.

27.1.5 Workers' Compensation Insurance as required by Ohio statute and Employer's Liability Insurance covering all of Contractor's employees acting within the course and scope of this Contract.

27.1.6 Employer's Liability with policy limits of not less than $1,000,000 each accident, $1,000,000 each employee, and $1,000,000 each policy limit.

27.1.7 Pollution Liability coverage if services include environmentally sensitive or hazardous activities (including but not limited to demolition, asbestos abatement, storage tank removal, or similar activities), with a per claim limit of not less than $1,000,000 and an annual aggregate limit of not less than $1,000,000.

27.1.8 Excess/Umbrella Liability Insurance as may be required to satisfy the indemnity obligations of this Agreement.

27.2 All insurance shall be carried with companies financially responsible and admitted to do business in the State of Ohio. The coverages provided to GDPM shall be primary and not contributing to or in excess of any existing GDPM insurance coverages.

27.3 Insurance policies 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. GDPM retains the right to require 45 days' prior notice in its sole discretion as stated in any Notice to Proceed or supplemental conditions.

27.4 Waiver of Subrogation: To the fullest extent provided by applicable law, Contractor waives all rights against GDPM and its agents, officers, commissioners, and employees for damages to the extent covered by any insurance, except rights to the proceeds of that insurance. The carrier shall waive all rights of recovery, under subrogation or otherwise, against GDPM, its officers, agents, employees, and Board of Commissioners.

27.5 Contractor shall provide certificates evidencing the coverage required herein to GDPM upon execution of this Agreement. At any time during the term of this Agreement, GDPM may request, in writing, and Contractor shall, within 10 days, supply to GDPM evidence satisfactory of its compliance.

Section 28 Limitation of Liability

In no event shall GDPM be liable for any indirect, incidental, or consequential loss or damage of any kind, including but not limited to loss of profits or anticipated profits and loss of data, arising from or in connection with its use, performance, or nonperformance under this Agreement, even if GDPM had been advised, knew, or should have known of the possibility of such damages.

Section 29 Bid Guarantee (For projects in excess of $100,000)

All bids must be accompanied by a negotiable bid guarantee, in a form acceptable to GDPM, of not less than five percent (5%) of the amount of the bid. The bid guarantee may be a certified check, bank draft, U.S. Government Bonds at par value, or a bid bond secured by a surety company acceptable to GDPM and authorized to do business in the State of Ohio. Certified checks and bank drafts must be made payable to the order of GDPM. The bid guarantee shall insure the execution of the contract and the furnishing of a method of assurance of completion by the successful bidder. Failure to submit a bid guarantee may result in rejection of the bid. Bid guarantees submitted by unsuccessful bidders will be returned as soon as practicable after bid opening.

Section 30 Assurance of Completion / Payment and Performance Bond (For projects in excess of $100,000)

30.1 Unless otherwise stated in the Notice to Proceed, within ten days of such Notice, the Contractor must deliver to GDPM, in a form acceptable to GDPM, a payment and performance bond as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents, in accordance with 2 CFR § 200.325, as follows: (i) the bond(s) shall remain in effect at least until one year after the date of final payment; (ii) all bonds shall be executed by sureties duly licensed or authorized in the State of Ohio to issue bonds and named on the current list of "**Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies**," Circular 570 (as amended), Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury; (iii) a certified copy of the agent's authority to act must accompany all bonds signed by an agent; and (iv) the current power of attorney for the person who signs for the surety must be attached to the bond.

30.2 Failure to obtain the required assurance of completion within the time specified may render Contractor ineligible for award and GDPM may retain the Contractor's bid guarantee.

30.3 GDPM, in its sole discretion, may accept any of the following as an assurance of completion: (a) a performance and payment bond in a penal sum of 100% of the contract price; (b) separate performance and payment bonds, each for 50% or more of the contract price; (c) a 20% cash escrow; (d) a 25% irrevocable letter of credit; or (e) another form of assurance deemed acceptable by GDPM.

Section 31 Amendments

No oral representations will be made as to the meaning of the Contract Documents. No amendment or modification of this Agreement will be effective unless it is in writing, on GDPM letterhead, and signed by both Parties.

Section 32 Confidentiality

32.1 Contractor may be privy to sensitive information, documents, data, records, or other material that is confidential under this Agreement. Contractor may not disclose any information obtained as a result of this Agreement without the express written permission of GDPM. Contractor shall assume that all information, documents, data, records, or other material provided under this Agreement is confidential.

32.2 Contractor will be liable for the disclosure of any confidential information. Disclosure of confidential information may cause GDPM irreparable damage, and Contractor agrees that GDPM shall be entitled to temporary and permanent injunctive relief to enforce this provision without the necessity of proving actual damages.

32.3 When applicable, Contractor agrees to comply with the Privacy Act of 1974 and all rules and regulations issued thereunder.

Section 33 Rights in Data and Patent Rights

GDPM shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by Contractor pursuant to the terms of this Agreement, including but not limited to reports, memoranda, drawings, or letters concerning the research and reporting tasks of this Contract.

Section 34 Examination and Retention of Contractor's Records

GDPM, HUD, or the Comptroller General of the United States, or any of their duly authorized representatives shall, until three years after final payment under the Contract Documents, 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 Agreement for the purpose of making audit, examination, excerpts, and transcriptions. This right of access shall apply to all contract types including Capital Fund, RAD/PBV, and HCV-funded contracts.

Section 35 Taxes

GDPM is exempt from state and local sales tax and does not agree to pay any taxes. The General Contractor bears all responsibility to ensure taxes are not paid and will be responsible for any recovery.

Section 36 Remedies

GDPM may pursue any remedy available under law, including but not limited to:

36.1 Actual Damages: Contractor is liable to GDPM for all actual and direct damages caused by Contractor's default. In the event Contractor fails to provide services or materials as provided for in the Contract Documents, GDPM may substitute the services and/or materials from a third party and may recover the costs of acquiring substitute services, less any expense saved by Contractor's default.

36.2 Liquidated Damages: If actual or direct damages are uncertain or difficult to determine, GDPM may recover liquidated damages in the amount of 1% of the total value of this Agreement for every calendar day that the default is not cured by the Contractor. Additionally, if the default leads to the necessity for GDPM to re-solicit for the services, materials, and/or products contemplated under this Agreement, Contractor shall pay to GDPM the sum of $7,500 for re-solicitation costs.

36.3 Deduction of Damages from Contract Price: Upon prior written notice to the Contractor, GDPM may deduct all or any part of the damages resulting from Contractor's default from any part of the price still due under this Agreement.

Section 37 Contractor Suspension and Debarment

If Contractor fails to perform any of its obligations under the Contract Documents, GDPM, at its sole discretion, may suspend rather than terminate this Agreement when GDPM believes that doing so would better serve its interests. A contract award

shall not be made available to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with 2 CFR Part 180 (implementing Executive Orders 12549 and 12689).

Section 38 Contractor Performance Evaluation and Monitoring

GDPM, with the cooperation of the Contractor, may complete periodic monitoring and evaluation activities at any time, including during the Total Contract Term, prior to exercising an option, and/or after completion of the Work. GDPM will retain the evaluation. The Contractor may request a copy. If Contractor wishes to comment or take exception to any rating, Contractor shall send a response in writing to GDPM within 30 days of Contract Completion and/or Termination. Poor evaluations may lead to a determination that Contractor is not responsible and therefore ineligible for award of future contracts for a period of not less than one year. A breach attributed to Contractor or a subcontractor will be used in the responsibility analysis for future contracts for a period of 5 years after the date of the breach.

Section 39 Federal Requirements

If the Work to be performed under this Agreement will be paid for in full or in part by federal funds, the Work is subject to federal statutes, rules, regulations, laws, orders, and directives applicable to federally-funded work. Contractor is responsible for determining which federal requirements are applicable. In the event an applicable federal requirement conflicts with any provision of the Contract Documents, the federal requirement shall prevail. Federal requirements include, but are not limited to:

39.1 Any applicable federal Drug-Free Workplace requirements.

39.2 Executive Order 11061, as amended.

39.3 The Civil Rights Act of 1964, as amended.

39.4 The Age Discrimination Act of 1975, as amended.

39.5 Anti-Drug Abuse Act of 1988, as amended.

39.6 HUD Bulletin 909-23.

39.7 The Americans with Disabilities Act, as amended.

39.8 The Byrd Anti-Lobbying Act Amendment (31 U.S.C. 1352), as amended.

39.9 Section 3 of the Housing and Urban Development Act of 1968, as amended (see § 13 herein), where applicable to Public Housing or initial RAD/PBV construction Work.

39.10 The Davis-Bacon Act (40 U.S.C. §§ 3141–3148), as amended, and 29 CFR Part 5 (see § 14 herein), where applicable to Public Housing or initial RAD/PBV construction contracts in excess of $2,000.

39.11 The Clean Air Act (42 U.S.C. §§ 7401–7671q) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251–1387), as amended.

39.12 All applicable provisions of 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), including without limitation §§ 200.317–200.327 (Procurement Standards) and § 200.325 (Bonding Requirements).

39.13 For PBV program contracts, all requirements of 24 CFR Part 983 and the applicable HAP Contract.

Section 40 State Requirements

GDPM is an Ohio Political Subdivision and is subject to certain state requirements. Work performed under this Agreement may be subject to state statutes, rules, regulations, laws, orders, and directives applicable to Ohio public subdivisions, including but not limited to any drug-free workplace and prevailing wage requirements. In the event an applicable state requirement conflicts with any provision of the Contract Documents, unless federal preemption applies, the state requirement shall prevail.

Section 41 Strictest Provision Rule

Where the requirements of the Public Housing program (24 CFR Parts 905 and 968), the Section 8 program including RAD/PBV (24 CFR Parts 880 and 983), and 2 CFR Part 200 impose different or overlapping obligations on matters other than Section 3 and Davis-Bacon labor standards, the most stringent applicable requirement shall govern. Contractor acknowledges that the obligations under this Agreement are designed to comply simultaneously with all applicable regulatory frameworks, and Contractor shall not interpret a less stringent standard in one program as a basis for non-compliance with a more stringent standard applicable under another program. For the avoidance of doubt, Section 3 (§ 13) and Davis-Bacon prevailing wage

requirements (§ 14) are not subject to this "**strictest provision**" rule; those requirements apply only to the specific contract types identified in §§ 13 and 14, regardless of whether a stricter standard might otherwise be inferred from another applicable program.

Section 42 RAD / Project-Based Voucher Addendum

42.1 Applicability. This section applies to all contracts for construction or rehabilitation Work related to GDPM's RAD conversion projects and Project-Based Voucher (PBV) program properties.

42.2 HAP Contract Compliance. Contractor acknowledges that GDPM operates converted properties under a Housing Assistance Payments (HAP) Contract and a RAD Use Agreement. Nothing in this Agreement shall be construed to limit, modify, or conflict with GDPM's obligations under its HAP Contract or RAD Use Agreement.

42.3 Davis-Bacon on RAD Projects. Davis-Bacon prevailing wage requirements apply to initial RAD construction contracts (at the time of conversion) with a contract amount exceeding $2,000 in accordance with the RAD Notice (PIH Notice 2012-32, as revised) and 40 U.S.C. § 3141. This requirement is non-waivable.

42.4 LIHTC Coordination. For RAD projects that also include Low-Income Housing Tax Credit (LIHTC) financing, the Contractor acknowledges that the project may be subject to additional requirements imposed by the Ohio Housing Finance Agency (OHFA) and by tax credit equity investors. Contractor shall cooperate with GDPM in satisfying such requirements to the extent they apply to the construction Work.

42.5 Section 8 Assistance. All Work performed at PBV or RAD/PBV properties is performed at sites where tenants are assisted under Section 8 of the U.S. Housing Act of 1937. Contractor shall at all times conduct operations in a manner that minimizes disruption to current assisted residents, consistent with 24 CFR § 983.301 and GDPM's resident relocation plan, if any.

Section 43 Force Majeure

Neither party shall be liable for failure to perform if such failure is caused by conditions beyond its control, including government restrictions (including denial or cancellation of any export or other necessary license), wars, insurrections, and delays in delivery of materials. In the event a Force Majeure occurs, the party injured by the other's inability to perform may suspend the Agreement, in whole or in part, for the duration of the Force Majeure event. The party experiencing the Force Majeure event shall cooperate with and assist the injured party in all reasonable ways to minimize the impact, which may include locating and arranging substitute services if necessary.

Section 44 Tariffs and Material Cost Escalation

44.1 Contractor's Base Obligation. The Contract Sum is a firm, fixed price that includes all costs reasonably anticipated as of the date of bid submission, including without limitation costs for materials, labor, equipment, and any import duties, tariffs, or trade-related surcharges in effect or publicly announced as of the bid due date. Contractor represents that it has considered current and announced tariff conditions in formulating its bid and that the Contract Sum fully accounts for such conditions.

44.2 Contractor's Risk — Below Threshold. Contractor shall bear, without adjustment to the Contract Sum, any increase in material costs due to tariffs, import duties, trade restrictions, or related government-imposed surcharges (collectively, "**Tariff Impacts**") that, in the aggregate, result in a cost increase of five percent (5%) or less of the total Contract Sum. This threshold represents normal market risk that Contractor is expected to price into its bid.

44.3 Shared Risk — Above Threshold. If a Tariff Impact that was not in effect and not publicly announced as of the bid due date causes an aggregate increase in Contractor's documented material costs that exceeds five percent (5%) of the total Contract Sum, Contractor may submit a written request for an equitable adjustment solely for the excess above the five percent (5%) threshold, subject to all of the following conditions: (1) Contractor provides written notice to the Contracting Officer within fourteen (14) calendar days of first learning of the Tariff Impact; (2) the request is supported by documented evidence of the specific tariff, the affected materials, and the actual cost increase attributable solely to the tariff (not general price inflation or other market factors); (3) Contractor demonstrates in writing that it made reasonable, good-faith efforts to mitigate the impact, including seeking alternative suppliers, pre-purchasing materials, or proposing approved material substitutions; and (4) the request is submitted before the affected materials are purchased.

44.4 Limitations on Recovery. Any equitable adjustment approved under § 44.3 shall be limited to the actual, documented, incremental material cost increase directly caused by the qualifying Tariff Impact, less any mitigation savings achieved or achievable. No adjustment shall include markup for overhead, profit, bond, or insurance on the tariff-related cost increase. The total cumulative equitable adjustment available under this section for the entire contract shall not exceed ten percent (10%) of the original Contract Sum. Recovery under this section is the Contractor's sole remedy for Tariff Impacts; no additional claim, delay damages, or force majeure relief shall be available on account of tariff conditions.

44.5 Tariff Decreases. If a tariff applicable to materials used in the Work is reduced or eliminated after the bid due date, and if the Contractor's actual material costs are reduced as a result, GDPM shall be entitled to a corresponding reduction in the Contract Sum in the amount of the documented savings, net of any reasonable restocking, substitution, or reordering costs incurred by the Contractor.

44.6 No Tariff Relief for Scope Increases. This section does not apply to materials for any additional Work added by Change Order after the bid due date. Tariff risk for Change Order work shall be allocated as negotiated in the applicable Change Order, and Contractor shall identify any known or anticipated Tariff Impacts in its Change Order proposal submitted under § 10.

44.7 HUD and 2 CFR Part 200 Compliance. Any equitable adjustment approved under § 44.3 shall be processed as a contract modification in accordance with § 9 (Contract Modifications) and shall be subject to any applicable HUD approval thresholds. For contracts funded in whole or in part with federal Capital Funds or other HUD program funds, the allowability of tariff-related cost increases shall be determined in accordance with 2 CFR Part 200 Subpart E (Cost Principles) and FAR Part 31, as applicable. GDPM makes no representation that HUD will approve any particular equitable adjustment, and any adjustment approved by GDPM's Contracting Officer remains subject to HUD review where required.

Section 45 Governing Law and Venue

This Agreement shall be governed by and construed exclusively in accordance with the laws of the State of Ohio. Venue for any disputes will be exclusively with the court of appropriate jurisdiction in Montgomery County, Ohio, except to the extent federal law requires a different forum.

Section 46 Ohio Public Records Law

Correspondence, materials, and documents received or produced pursuant to the Work related to this Agreement may be or become public records subject to the provisions of Ohio Public Records access law.

Section 47 Publicity

Contractor agrees to submit to GDPM all advertising and publicity matter relating to this Agreement wherein GDPM's name is mentioned or language from which the connection of GDPM's name may be inferred or implied. Contractor shall not publish or use such advertising and publicity matter without prior express written consent of GDPM.

Section 48 Non-Waiver of Rights

If either party does not seek compensation for breach or insist upon strict performance of any provision of this Agreement, that party is not prevented from seeking compensation or insisting upon strict performance for a future breach of the same or similar provision. Failure of GDPM to take any action or to assert any right hereunder shall not be deemed a waiver of such right.

Section 49 Severability

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

Section 50 Survivorship

All provisions relating to payment, confidentiality, warranties, limitations on damages, publicity, choice of law, indemnity, records retention, and rights in data shall survive the termination of this Agreement.

Section 51 Entire Agreement and Order of Precedence

51.1 This Agreement and the GDPM Contract Documents specified below constitute the entire agreement between the Parties and supersede any prior understanding among them. In the event of any conflict among Contract Documents, unless otherwise specified herein, the order of precedence shall be:

51.1.1 Applicable Federal and State of Ohio statutes and regulations (strictest provision governs where multiple programs apply, except that Section 3 and Davis-Bacon apply only where specifically required by law — see §§ 13, 14, and 41);

51.1.2 HUD-required contract clauses (incorporated in full herein at §§ 5–14);

51.1.3 This Agreement — GDPM Construction Services General Terms and Conditions;

51.1.4 GDPM's Planning and Development Request for Quote form and/or Contractor Information Form;

51.1.5 The related Notice of Award and accompanying contract supplemental terms;

51.1.6 The Notice to Proceed and any work authorization attachments;

51.1.7 The Contractor's Quote Form and/or final fee submission/Best and Final Offer;

51.1.8 Contractor's Proposal subject to any limitations set forth in this Agreement;

51.1.9 Contractor's form of Agreement, if applicable; and

51.1.10 other documents incorporated by reference, if applicable.

51.2 No additional terms and conditions included with Contractor's Proposal that modify the order of precedence, impose additional liability or obligations upon GDPM, or limit the liability or obligations of Contractor shall be evaluated or considered, and any such additional terms shall have no force and effect and are inapplicable to this Agreement. If Contractor, in the ordinary course of business, requires any form of agreement containing general terms and conditions contrary to or conflicting with any term or condition provided for herein, the terms and conditions herein shall take precedence and prevail.

Section 52 Contract Award and Commencement

Upon submittal of its Proposal, Quote Form, or other response to GDPM's solicitation, Contractor is accepting the terms of this Agreement. Upon issuance of the Notice of Award to Contractor, GDPM is accepting Contractor's offer contained in the Fee Submission/Quote Form and/or Best and Final Offer, and the contractual obligation between the Parties is created. The Notice to Proceed, issued separately, authorizes Contractor to commence physical performance of the Work. No other contractual documents will be necessary or accepted unless specifically expressed herein or within the Notice of Award.

Appendix B — Bonding & Surety Forms

The full text of GDPM's Small Contractor Bonding & Surety Alternatives Guide is reproduced in Section 4 of this Guide. This Appendix provides the standard forms a Contractor or its surety will use to furnish the Bid Guarantee and, if Option A or B is selected, the Performance and Payment Bonds described in Section 4.3 of this Guide. Contractors using Option C (Cash Escrow), Option D (Letter of Credit), or Option E (Other HUD-Approved Payment) should contact GDPM's Procurement Department for the applicable escrow agreement, letter of credit language, or HUD approval request form, as these are prepared on a transaction-specific basis.

B.1 Bid Bond

A Bid Bond submitted with a QSP bid should, at minimum, identify the following information. Contractors using a certified check or bank draft in lieu of a bid bond do not need to complete this form, but should clearly label the certified check or bank draft with the QSP number and bid due date.

Principal (Bidder/Contractor Name): _____

Surety Company Name: _____

QSP / Solicitation No.: _____

Project Name: _____

Bid Amount: _____

Bid Guarantee Amount (5% of Bid Amount): _____

KNOW ALL PERSONS BY THESE PRESENTS, that the Principal and Surety identified above are held and firmly bound unto the Dayton Metropolitan Housing Authority d/b/a Greater Dayton Premier Management ("GDPM") in the Bid Guarantee Amount stated above, for the payment of which the Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, by these presents.

THE CONDITION OF THIS OBLIGATION is such that if the Principal's bid is accepted and the Principal executes the required contract documents and furnishes the required Assurance of Completion within the time specified, then this obligation shall be void; otherwise, the Surety shall pay to GDPM the difference, not to exceed the Bid Guarantee Amount, between the amount of the Principal's bid and the amount for which GDPM legally contracts with another party to perform the Work if the latter amount is in excess of the former.

Principal (Contractor) Signature: _____

Print Name / Title: _____

Date: _____

Surety (Attorney-in-Fact) Signature: _____

Print Name / Title: _____

Date: _____

> *A certified copy of the Surety's Power of Attorney authorizing the person who signs on behalf of the Surety must be attached to this Bid Bond.*

B.2 Performance Bond

Principal (Contractor Name): _____

Surety Company Name: _____

Contract / QSP No.: _____

Project Name: _____

Contract Sum: _____

Performance Bond Amount: _____

KNOW ALL PERSONS BY THESE PRESENTS, that the Principal and Surety identified above are held and firmly bound unto GDPM in the Performance Bond Amount stated above, for the payment of which the Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, by these presents.

THE CONDITION OF THIS OBLIGATION is such that if the Principal shall promptly and faithfully perform the Contract identified above, including any authorized extensions, modifications, and Change Orders thereto, then this obligation shall be void; otherwise it shall remain in full force and effect. The Surety, for value received, agrees that no extension of time, change, or modification of the Contract or the Work shall in any way release the Surety from its obligations under this bond, and the Surety hereby waives notice of any such extension, change, or modification.

This bond shall remain in effect until at least one year after the date of final payment under the Contract, consistent with 2 CFR § 200.325 and Section 30 of the General Terms and Conditions.

Principal (Contractor) Signature: _____

Print Name / Title: _____

Date: _____

Surety (Attorney-in-Fact) Signature: _____

Print Name / Title: _____

Date: _____

> *All bonds must be executed by sureties duly licensed or authorized to do business in the State of Ohio and listed on the U.S. Department of the Treasury's Circular 570. A certified copy of the agent's authority and the current power of attorney for the person signing on behalf of the surety must be attached.*

B.3 Payment Bond

Principal (Contractor Name): _____

Surety Company Name: _____

Contract / QSP No.: _____

Project Name: _____

Contract Sum: _____

Payment Bond Amount: _____

KNOW ALL PERSONS BY THESE PRESENTS, that the Principal and Surety identified above are held and firmly bound unto GDPM, for the use and benefit of claimants as defined below, in the Payment Bond Amount stated above, for the payment of which the Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, by these presents.

THE CONDITION OF THIS OBLIGATION is such that if the Principal shall promptly make payment to all claimants, as defined below, for all labor and material used or reasonably required for use in the performance of the Contract identified above, then this obligation shall be void; otherwise it shall remain in full force and effect, subject to the following conditions: a “claimant” is defined as any individual or entity having a direct contract with the Principal or a subcontract with the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract.

Principal (Contractor) Signature: _____

Print Name / Title: _____

Date: _____

Surety (Attorney-in-Fact) Signature: _____

Print Name / Title: _____

Date: _____

Appendix C — Subcontractor Agreement

This Subcontractor Agreement (Form of Contract) is GDPM's standard form for use between a GDPM prime Contractor and its subcontractors on GDPM construction and development projects. It has been updated to reflect GDPM's Construction/Development Services General Terms and Conditions effective July 1, 2026, including current HUD regulatory citations (24 CFR Part 75, superseding the prior reference to 24 CFR Part 135), GDPM's tax exemption procedures, and current insurance and bonding terminology. Contractors must use this form, or a form approved in writing by GDPM, for all subcontracts on GDPM projects, consistent with Section 22 of the General Terms and Conditions.

> *This form is a template. Bracketed and underlined fields must be completed for each subcontract. Contractors should not alter the substantive terms of this form without GDPM's prior written approval; any subcontractor terms inconsistent with this Agreement or with the prime Contract are void and unenforceable as against GDPM, consistent with Section 22.3 of the General Terms and Conditions.*

SUBCONTRACTOR AGREEMENT

This Subcontract is between _____ ("Subcontractor") and _____ ("Contractor") for services in connection with the Dayton Metropolitan Housing Authority d/b/a Greater Dayton Premier Management ("GDPM") for the following Project ("Project"):

Project Name/Address: _____

GDPM Contract / QSP No.: _____

Subcontract Work / Trade: _____

Article 1 — Nature of Subcontract

1.1 The Subcontractor shall perform the entire Subcontract Work as specified in Exhibit ___ and described in the Contract Documents for the Project.

Article 2 — Compensation

2.1 The Contractor agrees to pay for the performance of this Subcontract, subject to additions and deductions as provided in the Contract Documents, the Subcontract Sum of $_____, comprised of the components itemized in the schedule attached to this Subcontract.

2.2 Retainage on payments to the Subcontractor shall be withheld at a rate equal to the percentage retained from the Contractor's payment by GDPM for the Subcontract Work, unless a lesser percentage is otherwise specified in writing, consistent with Section 6.5 (Retainage) of this Agreement and Section 19 of the General Terms and Conditions.

Article 3 — Time of Performance

3.1 Time is of the essence. The Subcontractor shall diligently prosecute and complete all Subcontract Work in accordance with the Construction Progress Schedule agreed to between GDPM and Contractor.

Article 4 — Contract Documents

4.1 To the extent that the contract between GDPM and the Contractor (the "Contract") applies to the Subcontract Work:

4.1.1 The Contractor and the Subcontractor agree to be mutually bound by the terms of the Contract Documents, including the GDPM Construction/Development Services General Terms and Conditions then in effect;

4.1.2 The Contractor assumes toward the Subcontractor the rights, remedies, obligations, and responsibilities that GDPM has and assumes toward the Contractor;

4.1.3 The Subcontractor assumes toward the Contractor the rights, remedies, obligations, and responsibilities that the Contractor assumes toward GDPM; and

4.1.4 The Subcontractor agrees to perform its portion of the Work in accordance with the Contract Documents.

4.2 The Subcontract and any modifications, amendments, or alterations thereto shall be governed, construed, and enforced by and under the laws of the State of Ohio and applicable Federal Law, with venue in Montgomery County, Ohio, consistent with Section 45 of the General Terms and Conditions.

4.3 If any term or provision of the Subcontract, or the application thereof to any Person or circumstance, is finally determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Subcontract or the application of such term or provision to other Persons or circumstances shall not be affected thereby, and each term and provision of the Subcontract shall be valid and enforced to the fullest extent permitted by law.

4.4 The Subcontract shall be binding on the Contractor and Subcontractor, their successors and assigns, in respect to all respective covenants and obligations contained in the Contract Documents, but the Subcontractor may not assign the Subcontract without the prior written consent of the Contractor and GDPM, consistent with Section 26 of the General Terms and Conditions.

Article 5 — Effectiveness

5.1 The Subcontract shall become binding and effective upon execution by the Contractor.

5.2 This Subcontract has been executed in several counterparts, each of which shall constitute a complete original Subcontract, which may be introduced in evidence or used for any other purpose without production of any other counterparts.

5.3 Any signatory may deliver a copy of its counterpart signature page to this Subcontract via electronic transmission, including e-mail or electronic signature platform. Each signatory shall be entitled to rely upon a signature of any other signatory delivered in such a manner as if such signature were an original.

Article 6 — Representations

6.1 Contingent Assignment: The Contractor's contingent assignment of this Subcontract to GDPM, as provided in the Contract, is effective after termination of the Contractor by GDPM and GDPM's acceptance of the assignment in writing to the Subcontractor. The Subcontractor consents to the assignment and shall be bound at the same price and terms as in the Subcontract to GDPM. Unless GDPM takes assignment of the Subcontract, the Subcontractor will not have any contractual rights against GDPM.

6.2 Right to Audit: The Subcontractor agrees that GDPM or any agents designated by GDPM, including the United States Department of Housing and Urban Development and the Comptroller General of the United States or any of their duly authorized representatives, shall, until three years after final payment under this Subcontract, have access to and the right to examine and copy, at GDPM's cost, the Subcontractor's directly pertinent books, documents, papers, or other records involving transactions related to this Subcontract for the purpose of making audit, examination, excerpts, and transcriptions.

6.3 Indemnity: To the fullest extent permitted by law, the Subcontractor shall indemnify, defend, and hold harmless GDPM, the Contractor, and their respective consultants and employees from all claims and expenses for bodily injury and property damage other than to the Work itself that may arise from the performance of the Subcontract Work, including reasonable attorneys' fees, costs and expenses, but only to the extent caused by the negligent acts or omissions of the Subcontractor or a person or entity for whom the Subcontractor may be liable. This Subcontract does not require the Subcontractor to waive its immunity under the Workers' Compensation laws of Ohio from claims brought against the Subcontractor by the Subcontractor's employees.

6.4 Prompt Pay: The Contractor shall, at a minimum, make payments to the Subcontractor in accordance with Applicable Law, including Ohio Revised Code § 4113.61. Progress payments to the Subcontractor for satisfactory performance of Subcontract Work shall be made no later than 10 days after receipt by the Contractor of payment from GDPM for the Subcontract Work.

6.5 Retainage: Subcontractor retainage shall be at a rate equal to the percentage retained from the Contractor's payment by GDPM for the Subcontract Work, unless a lesser percentage is otherwise specified, consistent with Section 19 of the General Terms and Conditions.

6.6 Warranty: The Subcontractor fully warrants, for the benefit of GDPM, that all Work, materials, and equipment shall be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship or materials, consistent with Section 21 of the General Terms and Conditions.

6.7 Non-Discrimination: The Subcontractor agrees to fully comply with Applicable Law regarding equal opportunity, including Ohio Revised Code § 153.59 and, to the extent applicable, all Executive Orders issued by the Governor of the State of Ohio and any applicable Federal Law, including Executive Order 11246.

6.8 Dispute Resolution: The supplemental conditions to this Subcontract shall provide for a dispute resolution process comparable to the Contract's dispute resolution process (see Section 5 of the General Terms and Conditions) in terms of timing, notice, substantiation, and informal dispute resolution efforts. The dispute resolution process provided in the supplemental conditions shall result in prompt access to the ultimate dispute resolution mechanism selected by the parties.

6.9 Order of Precedence: In the event that any supplemental conditions or other Subcontract terms conflict with this GDPM Subcontract Agreement, this GDPM Subcontract Agreement takes precedence, and this Subcontract shall be read and enforced to include the provisions of this GDPM Subcontract Agreement.

6.10 Tax Exemption: GDPM is exempt from Ohio state and local sales and use tax on materials purchased for the Project. Where the Contractor provides the Subcontractor with GDPM's project-specific tax exemption certificate, the Subcontractor shall present that certificate to its material suppliers at the time of purchase so that sales tax is not charged on exempt purchases. The Subcontractor bears sole responsibility for any sales or use tax paid in error on an exempt purchase, including responsibility for recouping any such overage directly from the vendor or taxing authority; no such amount is a reimbursable cost under this Subcontract or the Contract. See Section 10.8 of the GDPM Small Construction Contractor Guide for additional detail.

Article 7 — Specifications and Drawings for Construction

7.1 The Contractor shall keep on the work site a stamped, permit set of the drawings and specifications and shall at all times give GDPM 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 a discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to GDPM, who shall promptly make a determination in writing. Any adjustment by the Subcontractor without such determination shall be at its own risk and expense. GDPM shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

7.2 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 GDPM is intended, and similarly the words “approved,” “acceptable,” “satisfactory,” or words of like import shall mean “approved by,” “acceptable to,” or “satisfactory to” GDPM, unless otherwise expressly stated.

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

7.4 “Shop drawings” means drawings submitted to GDPM 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 or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor/Subcontractor to explain in detail specific portions of the work required by the Contract. GDPM may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this Contract.

7.5 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 GDPM without evidence of the Contractor's approval may be returned for resubmission. GDPM will indicate approval or disapproval of the shop drawings and, if not approved as submitted, shall indicate GDPM's reasons therefor. Any Work done before such approval shall be at the Contractor's/Subcontractor's risk. Approval by GDPM shall not relieve the Contractor/Subcontractor 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 Section 7.6 below.

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

7.7 It shall be the responsibility of the Contractor to make timely requests to GDPM for such large-scale and full-size drawings, color schemes, and other additional information not already in its possession that are required in the planning and production of the Work. Such requests may be submitted as the need arises, but each request shall be filed with ample time to permit appropriate action by all parties involved so as to avoid delay.

7.8 The Contractor shall electronically submit to GDPM for approval all shop drawings as called for under the various headings of the specifications. As required by GDPM, the Contractor/Subcontractor, upon completing the Work under this Contract, shall furnish a complete set of drawings as finally approved, showing all changes and revisions made up to the time the Work is completed and accepted.

7.9 It shall be the responsibility of the Contractor to ensure that all shop drawings prepared by subcontractors are submitted to GDPM.

Article 8 — As-Built Drawings

8.1 “As-built drawings,” as used in this clause, means drawings submitted by the Contractor or a 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.”

8.2 As required by GDPM, the Contractor shall provide GDPM with accurate information to be used in the preparation of permanent as-built drawings. For this purpose, the Contractor/Subcontractor 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.

8.3 It shall be the responsibility of the Contractor to ensure that all as-built drawings prepared by subcontractors are submitted to GDPM.

Article 9 — Health, Safety & Accident Prevention

9.1 In performing this contract, Subcontractor shall:

9.1.1 Take reasonable precautions to ensure the safety of individuals on the Project;

9.1.2 Ensure that no laborer or mechanic is required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and/or safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation;

9.1.3 Protect the lives, health, and safety of other persons;

9.1.4 Prevent damage to property, materials, supplies, and equipment; and

9.1.5 Avoid work interruptions.

9.2 For these purposes, the Subcontractor shall 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.

9.3 The Contractor shall be responsible for the Subcontractor's compliance with the provisions of this clause. The Contractor shall take such action with respect to any subcontract as GDPM and/or the Secretary of Housing or Secretary of Labor shall direct as a means of enforcing such provisions.

9.4 The Subcontractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational diseases, or damage to property, materials, supplies, or equipment, and shall report this data in the manner prescribed by 29 CFR Part 1904.

9.5 The Subcontractor shall pay any fine or cost incurred because of the Subcontractor's violation, or alleged violation, of any Applicable Law.

Article 10 — Prohibition Against Liens

10.1 The Subcontractor is prohibited from placing a lien on property owned by GDPM or an instrumentality of GDPM, consistent with Section 17 of the General Terms and Conditions.

Article 11 — Insurance

11.1 Before commencing work, the Subcontractor shall furnish GDPM with certificates of insurance showing that the following minimum insurance coverage is in force and will insure all operations under the Contract:

11.1.1 Workers' Compensation, in accordance with Ohio Workers' Compensation laws.

11.1.2 Commercial General Liability with a combined single limit for bodily injury and property damage of not less than $1,000,000 per occurrence to protect the Subcontractor and its subcontractors 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 (11.1.3) below. If the Subcontractor has a "claims-made" policy, the following additional requirements apply: the policy must provide a retroactive date 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.

11.1.3 Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith, for a combined single limit for bodily injury and property damage of not less than $1,000,000 per occurrence.

11.2 The Contractor may require coverage amounts in addition to the minimums set forth above.

11.3 Equipment Coverage: GDPM will not insure or be liable for damage to any Contractor- or Subcontractor-owned, leased, rented, or borrowed tools, equipment, or vehicles. The Contractor and Subcontractors are solely responsible for maintaining all insurance necessary to cover their own tools, equipment, and vehicles.

11.4 On a case-by-case basis, GDPM and Contractor may agree to adjust the minimum requirements for any particular Subcontractor.

11.5 All insurance shall be carried with companies which are financially responsible and admitted to do business in the State of Ohio. If any such insurance is due to expire during the construction period, the Subcontractor shall not permit the coverage to lapse and shall furnish evidence of continued coverage to GDPM. 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 GDPM.

Article 12 — Section 3

12.1 In order to promote employment, training, and contracting opportunities for low-income persons, the Subcontractor shall participate in GDPM's Section 3 Program.

12.2 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.

12.3 The parties to this Contract agree to comply with HUD's regulations at 24 CFR Part 75, which implement Section 3. As evidenced by execution of the Contract, the parties certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.

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

12.5 The Contractor/Subcontractor agrees to include this Section 3 clause in every subcontract subject to compliance with 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 a subcontractor is in violation of 24 CFR Part 75. The Subcontractor will not subcontract with any subcontractor where the Subcontractor has notice or knowledge that the subcontractor has been found in violation of 24 CFR Part 75.

12.6 The Subcontractor 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 24 CFR Part 75 requires employment opportunities to be directed, were not filled to circumvent the Subcontractor's obligations under 24 CFR Part 75.

12.7 Noncompliance with HUD's regulations at 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.

12.8 Section 3 compliance reports are to be submitted to GDPM's Section 3/Economic Inclusion Coordinator on the schedule GDPM specifies. These reports should include a listing of the Subcontractor's current workforce on the Project, any new hiring or subcontracting that has occurred, and identifying information on all new hires and all subcontractors.

12.9 The Subcontractor shall cooperate fully with requests for additional Section 3 information and documentation as needed by GDPM.

12.10 It is the responsibility of the Contractor to submit all required compliance reports under this provision.

Article 13 — Labor Standards

13.1 Minimum Wages: All laborers and mechanics employed under this Subcontract 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. 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. 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.

13.2 Classification: 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/Subcontract shall be classified in conformance with the wage determination, subject to HUD approval under 29 CFR 5.5(a)(1)(ii) and (iii).

13.3 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/Subcontractor under this Contract/Subcontract, or any other federally assisted contract subject to Davis-Bacon prevailing wage requirements held by the same prime Contractor or Subcontractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, the full amount of wages required by the Contract.

13.4 Payrolls and Basic Records: Payrolls and basic records relating thereto shall be maintained by the Subcontractor during the course of the Work and preserved for three years thereafter for all laborers and mechanics working in the construction or development of the Project, consistent with 29 CFR 5.5(a)(3).

13.5 Weekly Submission: The Subcontractor shall submit, for each week in which any contract work is performed, a copy of all certified payrolls to the Contractor for transmission to GDPM and, as applicable, HUD or its designee. Optional Form WH-347 (or an equivalent form containing the same information) may be used for this purpose. The Contractor is responsible for the submission of payrolls by all subcontractors.

13.5.2 Each payroll submitted shall be accompanied by a signed Statement of Compliance certifying that the payroll information is correct and complete, that each laborer or mechanic has been paid the full weekly

wages earned without unauthorized rebate or deduction, and that each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits for the classification of work performed.

13.5.3 Falsification of any certification under this Article may subject the Contractor or Subcontractor to civil or criminal prosecution under 18 U.S.C. § 1001 and 31 U.S.C. § 3729.

13.6 Records: The Subcontractor shall make the records required under this Article available for inspection, copying, or transcription by authorized representatives of HUD or its designee, GDPM, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job.

13.7 Apprentices and Trainees: Apprentices and trainees may be paid less than the predetermined journeyman rate only if individually registered in a bona fide apprenticeship or training program approved by the U.S. Department of Labor or a recognized State Apprenticeship Agency, subject to the ratios and wage rates specified in the applicable registered program, consistent with 29 CFR Part 5.

13.8 Equal Employment Opportunity: The utilization of apprentices, trainees, and journeymen under this Article shall conform with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

13.9 Copeland Act and Related Compliance: The Subcontractor shall comply with the requirements of 29 CFR Part 3 (Copeland Act), which is incorporated by reference in this Contract. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 3 and 5 are likewise incorporated by reference.

13.10 Contract Termination; Debarment: A breach of this Article may be grounds for termination of the Contract/Subcontract and for debarment as a Contractor or Subcontractor as provided in 29 CFR 5.12.

13.11 Disputes Concerning Labor Standards: Disputes arising out of the labor standards provisions of this Article shall not be subject to the general disputes clause of this Contract/Subcontract (see Section 5 of the General Terms and Conditions). 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.

13.12 Certification of Eligibility: By entering into this Subcontract, the Subcontractor certifies that neither it nor any person or firm with an interest in the Subcontractor's firm is ineligible to be awarded contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

13.13 Contract Work Hours and Safety Standards Act: No Contractor or Subcontractor shall require or permit any laborer or mechanic, including watchmen and guards, to work in excess of 40 hours in any workweek unless that individual 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 that workweek. Violations carry liability for unpaid wages and liquidated damages of $10 per affected individual for each calendar day of violation, consistent with 40 U.S.C. § 3701 et seq.

Article 14 — Relationship

14.1 GDPM is an intended third-party beneficiary of the Subcontract, entitled to enforce any rights thereunder for its benefit.

14.2 Notwithstanding Section 14.1, nothing contained in this Contract shall create any contractual relationship between any Subcontractor and GDPM, or between the Subcontractor and HUD.

Article 15 — Subcontracts

15.1 The Subcontractor shall insert in any lower-tier subcontracts all the provisions contained in this Subcontract, and such other clauses as HUD or its designee may by appropriate instruction require, including a clause requiring lower-

tier subcontractors to include these provisions in any further subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with all of these provisions.

Signatures

IN WITNESS WHEREOF, the parties have executed this Subcontract Agreement to be effective on the ____ day of _____, 20__.

SUBCONTRACTOR:

Signature: _____

Print Name / Title: _____

Date: _____

CONTRACTOR:

Signature: _____

Print Name / Title: _____

Date: _____

Appendix D — Conditional Waiver and Release of Lien — Progress Payment (Form LW-1)

GDPM Form LW-1 is submitted with each Application for Payment on small construction contracts, consistent with Section 17 (Prohibition Against Liens) of the General Terms and Conditions and Section 10.2 of this Guide. A separate waiver should be obtained from the Contractor and from each subcontractor and material supplier who has furnished labor or materials for the portion of the Work being paid. The form must be notarized.

GREATER DAYTON PREMIER MANAGEMENT

CONDITIONAL WAIVER AND RELEASE OF LIEN — PROGRESS PAYMENT

Submit this form with each Application for Payment • Small Construction Contracts

PROJECT NAME / LOCATION	GDPM CONTRACT OR PO NO.
CONTRACTOR (COMPANY NAME)	CONTRACTOR ADDRESS
PAYMENT APPLICATION NO.	FOR WORK PERFORMED THROUGH (DATE)
AMOUNT OF THIS PAYMENT REQUEST ($)	RETAINAGE WITHHELD TO DATE ($)

In consideration of the payment amount stated above, and **conditioned upon and effective only upon the Contractor's actual receipt of that payment**, the undersigned Contractor waives and releases any mechanic's lien, claim of lien, or right to lien under Ohio Revised Code Chapter 1311, and any claim for payment, against Greater Dayton Premier Management ("**GDPM**"), the Project, and the Project property, for labor, materials, equipment, or services furnished by the Contractor through the date stated above.

This waiver and release does NOT apply to, and the Contractor expressly reserves:

1. Retainage withheld by GDPM and not yet paid;
2. Amounts for work, changes, or claims that have been submitted in writing but not yet paid, including pending change orders and disputed claims identified below;
3. Contract rights that survive final payment, including warranty obligations and rights arising after the date stated above.

EXCEPTIONS / DISPUTED CLAIMS (WRITE "NONE" IF NONE)

The Contractor certifies that, upon receipt of the payment stated above, it will promptly pay its subcontractors, laborers, and material suppliers for work covered by this payment, and that to the best of its knowledge all such parties have been or will be paid for work through the date of the Contractor's previous payment application.

If the payment stated above is not received, this waiver is of no effect. This is a partial, conditional waiver covering only the payment identified above; it is not a final waiver and does not release rights to amounts earned after the date stated above.

SIGNATURE OF AUTHORIZED REPRESENTATIVE	DATE
PRINTED NAME	TITLE

NOTARY ACKNOWLEDGMENT

State of _____, County of _____. Sworn to and subscribed before me by the person named above on this _____ day of _____, 20____.

NOTARY PUBLIC SIGNATURE	MY COMMISSION EXPIRES

GDPM Form LW-1 • Conditional Waiver and Release — Progress Payment • Page 1 of 1

Appendix E — Final Waiver and Release of Lien

This Final Waiver and Release of Lien is required from the Contractor and from each subcontractor and material supplier before release of final payment and final retainage, consistent with Section 19.2 (Release of Retainage) of the General Terms and Conditions. It must accompany the Contractor's final payment request, be fully executed, and be notarized; final payment will not be processed until this waiver and all required closeout documents have been received and approved by GDPM. Comparable final waivers from all subcontractors and major suppliers may be required at GDPM's discretion.

GREATER DAYTON PREMIER MANAGEMENT
Public Housing Authority for Dayton & Montgomery County, Ohio

400 Wayne Avenue
Dayton, Ohio 45410
P: 937.910.7500 | gdpm.org

FINAL WAIVER AND RELEASE OF LIEN

Upon Final Payment — To Accompany Contractor's Final Payment Request

PROJECT (name and address):	**GDPM PROJECT / CONTRACT NO.:**
OWNER: Greater Dayton Premier Management, 400 Wayne Ave, Dayton, OH 45410	**CONTRACT FOR (description of work):**
CONTRACTOR (name and address):	**CONTRACT DATE:**

STATEMENT OF CONTRACT AMOUNTS

1. Original Contract Sum	$
2. Net Change by Approved Change Orders	$
3. Adjusted Contract Sum (Line 1 ± Line 2)	$
4. Total Payments Previously Received	$
5. FINAL PAYMENT DUE (Line 3 – Line 4)	**$**

WAIVER AND RELEASE

The undersigned Contractor, in consideration of and conditioned upon receipt of final payment in the amount shown on Line 5 above, paid by Greater Dayton Premier Management ("**GDPM**" or "**Owner**"), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby, effective upon receipt of said final payment:

(a) waive, release, and relinquish any and all mechanic's liens, materialman's liens, stop notices, claims of lien, and rights to claim any lien pursuant to Chapter 1311 of the Ohio Revised Code or otherwise, against the Project, the real property upon which the Project is located, and any improvements thereon, and against any funds of the Owner, arising out of labor, services, materials, equipment, or other work furnished by or through the undersigned in connection with the above-referenced Contract; and

(b) release and forever discharge the Owner, its commissioners, officers, employees, and agents from any and all claims, demands, causes of action, and liabilities of every kind arising out of or relating to the Contract or the Project, except as expressly identified under "Exceptions" below.

CONTRACTOR'S CERTIFICATIONS

The undersigned hereby certifies, represents, and warrants to the Owner that: (1) the Work under the Contract has been fully completed in accordance with the Contract Documents; (2) all payrolls, bills for materials and equipment, and all other indebtedness connected with the Work for which the Owner or the Owner's property might in any way be responsible or encumbered — including all amounts owed to subcontractors, sub-subcontractors, laborers, and material suppliers of every tier — have been paid or otherwise satisfied, or will be paid in full from the proceeds of the final payment; (3) no security interests, liens, or encumbrances arising out of the Work remain outstanding against the Project or the Owner's property; (4) all applicable taxes, contributions, and premiums, including workers' compensation and unemployment contributions, have been paid; and (5) the undersigned has not assigned any claim or right to a claim against the Owner to any other party.

The undersigned agrees to defend, indemnify, and hold harmless the Owner from and against any lien, claim, or demand asserted by any subcontractor, supplier, or other person or entity furnishing labor or materials through the undersigned in connection with the Work, including all costs and reasonable attorneys' fees incurred by the Owner in connection therewith.

EXCEPTIONS

This waiver and release does not cover the following disputed claims or retained items, if any (if none, write "NONE"):

CONTRACTOR

Company Name: _____

By (signature): _____
(authorized signature — sign in ink)

Printed Name / Title: _____

Date: _____

ACKNOWLEDGMENT

STATE OF OHIO, COUNTY OF _____ , ss:

Subscribed and sworn to before me, a Notary Public in and for said County and State, by _____

as _____ of the above-named Contractor, who acknowledged the signing of this Final Waiver and Release of Lien as a free and voluntary act on behalf of the Contractor,

this _____ day of _____ , 20 _____ .

_____
Notary Public — My Commission Expires: _____

This form must be fully executed, notarized, and submitted with the Contractor's final application for payment. Final payment will not be processed until this waiver and all required closeout documents have been received and approved by GDPM. Comparable final waivers from all subcontractors and major suppliers may be required at GDPM's discretion.

Appendix F — Change Order Request & Approval Form

GDPM's Change Order Request & Approval Form is the single form used to request, review, and approve changes to the Work, Contract Sum, and/or Contract Time, consistent with Sections 9 and 10 of the General Terms and Conditions and Section 9 of this Guide. The Contractor and the GDPM Project Manager both sign the request; the Architect/Engineer (where applicable) indicates whether approval is recommended; and the Contracting Officer approves or denies. Upon execution by all parties, this form serves as the approved Change Order and amends the Contract accordingly (see Appendix G).

GREATER DAYTON PREMIER MANAGEMENT

CHANGE ORDER REQUEST & APPROVAL FORM

400 Wayne Avenue, Dayton, Ohio 45410

CHANGE ORDER NO.:
DATE OF REQUEST:

PROJECT NAME	PROJECT / AMP NO.
CONTRACTOR (Name, Address, Phone)	CONTRACT NO. / DATE OF CONTRACT
ARCHITECT / ENGINEER (A/E)	GDPM PROJECT MANAGER

NOTES: (1) Attach itemized cost breakdown (labor, materials, equipment, overhead & profit) and any supporting documentation. (2) Do not proceed with the work described below until this Change Order is fully executed by GDPM. (3) Upon execution by all parties, this form serves as the approved Change Order and amends the Contract accordingly. (4) Agreed amounts include all costs, direct and indirect, and any time impact related to this change; no further claims will be made for this change.

1. DESCRIPTION OF CHANGE REQUESTED (describe the work to be added, deleted, or revised — attach drawings/specs as needed)

2. REASON / JUSTIFICATION FOR CHANGE (e.g., unforeseen condition, owner request, design clarification, code requirement)

3. CHANGE IN CONTRACT SUM

1. Original Contract Sum	$
2. Net change by previously authorized Change Orders	$
3. Contract Sum prior to this Change Order (Line 1 + Line 2)	$
4. Amount of this Change Order ☐ ADD ☐ DEDUCT ☐ NO CHANGE	**$**
5. New Contract Sum including this Change Order (Line 3 ± Line 4)	**$**

4. CHANGE IN CONTRACT TIME

CONTRACT TIME WILL BE: ☐ NCREASED ☐ ECREASED ☐ JNCHANGED BY (CALENDAR DAYS)	NEW SUBSTANTIAL COMPLETION DATE

5. SIGNATURES

REQUESTED BY — CONTRACTOR	RECOMMENDED BY — ARCHITECT / ENGINEER	APPROVED BY — GDPM
Contractor certifies the amounts and time above are complete and accurate for the described change.	*A/E has reviewed this request and recommends the action indicated below.*	*Authorization to proceed. This Change Order is not valid until signed by GDPM.*
Signature	☐ Approval Recommended ☐ ot Recommended	☐ pproved ☐ enied
Printed Name / Title	Signature	Signature
Date	Printed Name / Title	Printed Name / Title
	Date	Date

Appendix G — Change Order

Under GDPM's updated forms effective July 1, 2026, the **Change Order Request & Approval Form (Appendix F)** serves both functions previously divided between a separate Change Order Request and a separate Change Order. Upon execution by the Contractor, the Architect/Engineer (where applicable), and GDPM's Contracting Officer, the Appendix F form is the approved Change Order and amends the Contract accordingly — no separate Change Order document is issued unless GDPM elects to issue one for a specific contract.

Key points that continue to apply to every executed Change Order:

- It is not valid until signed by GDPM; do not proceed with the changed work before receiving the fully executed form, except in a genuine emergency endangering life or property.
- Agreed amounts include all costs, direct and indirect, and any time impact related to the change; no further claims may be made for that change.
- Cost allowability is determined in accordance with FAR Part 31 (48 CFR 1-31), as implemented by HUD Handbook 2210.18, and, for federally funded contracts, 2 CFR Part 200 Subpart E.
- Except as expressly modified by the executed Change Order, all other terms and conditions of the Contract Documents remain unchanged and in full force and effect, and the Change Order does not waive any other right or remedy of GDPM.
- For any modification requiring HUD prior approval under the General Terms and Conditions, the Change Order is not effective until the required HUD approval is received by GDPM.

Appendix H — Notice of Substantial Completion

This form is used to certify that the Work, or a designated portion of the Work, is substantially complete, and to establish the punch list, consistent with Section 20 of the General Terms and Conditions and Section 11 of this Guide. The punch list, retainage held, Anticipated Final Punch List Completion Date, and acceptance signatures are all recorded on this single form; additional punch list items are carried on the Punch List Continuation Sheet that follows.

GREATER DAYTON PREMIER MANAGEMENT
Capital Improvements / Modernization Department

NOTICE OF SUBSTANTIAL COMPLETION

Small Construction Projects

1. PROJECT INFORMATION

Project Name:

Project Location / Site:

Contractor:

Architect/Engineer (if applicable):

Contract / PO Number: **Contract Date:**

Date of Substantial Completion:

2. CERTIFICATION OF SUBSTANTIAL COMPLETION

The Work performed under the above-referenced Contract has been inspected by authorized representatives of Greater Dayton Premier Management ("GDPM"), the Contractor, and the Architect/Engineer (if applicable), and is hereby determined to be substantially complete as of the Date of Substantial Completion stated above. Substantial Completion is the date on which the Work, or a designated portion thereof, is sufficiently complete in accordance with the Contract Documents so that GDPM can occupy or utilize the Work for its intended use.

Warranties and guarantees required by the Contract Documents shall commence on the Date of Substantial Completion unless otherwise stated. GDPM assumes responsibility for security, maintenance, utilities, and insurance for the accepted Work as of that date, except as otherwise provided in the Contract Documents.

This Notice does not constitute final acceptance of the Work and does not relieve the Contractor of the obligation to complete all remaining items in accordance with the Contract Documents.

3. PUNCH LIST

The following items remain to be completed or corrected. The Contractor shall complete all punch list items on or before the Anticipated Final Punch List Completion Date below. Failure to complete punch list items within the time stated may result in GDPM completing the items and deducting the cost from amounts due the Contractor.

No.	Description of Punch List Item / Location	Responsible Party	Date Corrected	Verified (Initials)
1				
2				
3				
4				
5				
6				

Note: Additional punch list pages may be attached if needed. ☐ *Additional page(s) attached — number of pages:*

Anticipated Final Punch List Completion Date:

Retainage Held (if any): $

4. ACCEPTANCE AND SIGNATURES

By signing below, the parties acknowledge and accept the Date of Substantial Completion, the punch list identified in Section 3, and the Anticipated Final Punch List Completion Date.

CONTRACTOR

Signature — Printed Name & Title Date

GREATER DAYTON PREMIER MANAGEMENT (Owner)

Signature — Printed Name & Title Date

ARCHITECT / ENGINEER *(if applicable)*

Signature — Printed Name & Title Date

Distribution: ☐ Contractor ☐ GDPM Contract File ☐ Architect/Engineer ☐ Asset Management / Property Manager

GREATER DAYTON PREMIER MANAGEMENT
Capital Improvements / Modernization Department

PUNCH LIST — CONTINUATION SHEET

Attachment to Notice of Substantial Completion

Project Name: _____ **Contract / PO Number:** _____

Date of Substantial Completion: _____ **Page** _____ **of** _____

Continue numbering from the Notice of Substantial Completion punch list. All items on this sheet are subject to the terms of that Notice.

No.	Description of Punch List Item / Location	Responsible Party	Date Corrected	Verified (Initials)

Acknowledged:

Contractor Initials / Date: _____ **GDPM Initials / Date:** _____

Appendix I — Certification of Final Acceptance (Form GDPM-CFA)

This Certification of Final Acceptance is issued by GDPM upon final completion of all Work, including resolution of all punch list items and receipt of all required closeout documentation, consistent with Sections 19.2 and 20 of the General Terms and Conditions and Section 11 of this Guide. Issuance of this Certification — including GDPM Procurement's verification sign-off — is a condition of release of remaining retainage and final payment.

GREATER DAYTON PREMIER MANAGEMENT
Construction & Capital Improvements

Form GDPM-CFA
Page 1 of 2

CERTIFICATION OF FINAL ACCEPTANCE

Final Completion, Acceptance of the Work, and Authorization of Final Payment

1. PROJECT INFORMATION

Project Name: _____
Project Location / Site: _____
Contract / PO Number: _____
Contractor: _____
Architect/Engineer (if applicable): _____
Contract Date: _____ Date of Substantial Completion: _____
Date of Final Inspection: _____ Date of Final Acceptance: _____

2. CERTIFICATION OF FINAL ACCEPTANCE

The Work performed under the above-referenced Contract has been inspected by authorized representatives of Greater Dayton Premier Management ("**GDPM**"), the Contractor, and the Architect/Engineer (if applicable). All Work, including all punch list items identified at Substantial Completion, has been fully completed in accordance with the Contract Documents, and the Work is hereby finally accepted by GDPM as of the Date of Final Acceptance stated above.

Final Acceptance signifies that the Contractor has fulfilled all obligations under the Contract Documents required as a condition of final payment, including completion of all Work and delivery of all required closeout documents identified in Section 3. Upon execution of this Certification and receipt of all required closeout documents, the Contractor is entitled to final payment, including release of retainage, in the amount stated on Line 6 of Section 4.

Final Acceptance and final payment do not relieve the Contractor of responsibility for: (a) obligations under warranties and guarantees required by the Contract Documents; (b) correction of defective or non-conforming Work discovered after Final Acceptance, including latent defects; (c) claims arising from faulty or defective Work, or from failure of the Work to comply with the Contract Documents; or (d) obligations that by their nature survive completion of the Work.

3. CLOSEOUT DOCUMENTS

The following items must be received and verified by GDPM before final payment is released. Check the appropriate box for each item.

CLOSEOUT ITEM	RECEIVED	N/A	VERIFIED BY (INITIALS)
Final Application for Payment (all previous applications reconciled)			
Punch list — all items completed and verified			
Final lien waivers / releases from Contractor and all subcontractors and suppliers			
Consent of Surety to final payment (if bonded)			
All warranties and guarantees required by the Contract Documents			
Operation and maintenance manuals / product data (if applicable)			
As-built / record drawings (if applicable)			
Keys, access devices, and attic stock / spare materials turned over			
Certified payroll reports complete (if Davis-Bacon / prevailing wage applies)			
Section 3 and MBE/WBE reporting complete (if applicable)			
Final inspection(s) passed and permits closed out (if applicable)			

4. FINAL CONTRACT ACCOUNTING

1. Original Contract Sum	$
2. Net change by approved Change Orders (add/deduct)	$
3. Final Contract Sum (Line 1 ± Line 2)	**$**
4. Total payments previously made to Contractor	$
5. Retainage held	$
6. Final payment due Contractor, including release of retainage (Line 3 − Line 4)	**$**

Attach the Contractor's final Application for Payment and a summary of all approved Change Orders.

5. CONTRACTOR'S RELEASE AND WARRANTY

By signing below, the Contractor certifies that: (a) all Work has been completed in accordance with the Contract Documents; (b) all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which GDPM or GDPM's property might be responsible have been paid or otherwise satisfied; (c) all subcontractors and suppliers have been paid, or will be paid in full from the final payment; and (d) acceptance of final payment constitutes a release and waiver of all claims by the Contractor against GDPM arising out of the Contract, except those claims previously made in writing and identified by the Contractor as unsettled at the time of the final Application for Payment.

The Contractor warrants all Work against defects in materials and workmanship for a period of one (1) year from the Date of Substantial Completion, or such longer period as required by the Contract Documents. The Contractor shall promptly correct any Work found to be defective or not in conformance with the Contract Documents during the warranty period, at no cost to GDPM.

Exceptions / unsettled claims (if none, write "NONE"):

_____

_____

6. ACCEPTANCE AND SIGNATURES

By signing below, the parties certify the statements above and acknowledge and accept the Date of Final Acceptance and the final contract accounting in Section 4.

CONTRACTOR

_____ _____

Signature / Printed Name and Title Date

ARCHITECT / ENGINEER *(if applicable)*

_____ _____

Signature / Printed Name and Title Date

GDPM PROCUREMENT *— Verification and sign-off for Final Acceptance:*

By signing below, GDPM Procurement verifies that (check each item):

- ☐ Consent of Surety to final payment has been received (or is not required — Contract not bonded);
- ☐ all required Section 3 reporting has been completed;
- ☐ all required prevailing wage / certified payroll documentation has been received and is complete.

and, on the basis of the above, signs off on Final Acceptance of the Work.

_____ _____

Signature / Printed Name and Title Date

GREATER DAYTON PREMIER MANAGEMENT (Owner) *— Final Acceptance authorized by:*

_____ _____

Signature / Printed Name and Title Date

Distribution: ☐ Contractor ☐ GDPM Contract File ☐ GDPM Procurement ☐ Architect/Engineer ☐ Finance / Accounts Payable ☐ Asset Management / Property Manager

Appendix J — Davis-Bacon Weekly Certified Payroll (Form WH-347)

On Davis-Bacon projects, the Contractor and each subcontractor must submit certified payrolls weekly for every week in which work is performed. GDPM requires contractors to use U.S. Department of Labor Form WH-347, reproduced on the following pages, and each weekly submission must include the signed Statement of Compliance (page 2). See Section 6 (Labor Standards) and General Terms and Conditions § 14.

U.S. Department of Labor
Wage and Hour Division

Davis-Bacon and Related Acts Weekly Certified Payroll Form

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Unless otherwise noted, the information requested is specific to the named project below.

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

U.S. Wage and Hour Division

Rev. January 2025
OMB No.: 1235-0008
Expires: 01/31/2028

☐ SUBMISSION OF FINAL DBRA CERTIFIED PAYROLL FORM ☐ PRIME CONTRACTOR ☐ SUBCONTRACTOR

PROJECT NAME	PROJECT NO. or CONTRACT NO.	CERTIFIED PAYROLL NO.	PRIME CONTRACTOR'S/SUBCONTRACTOR'S BUSINESS NAME
PROJECT LOCATION	**WAGE DETERMINATION NO.**	**WEEK ENDING DATE**	**PRIME CONTRACTOR'S/SUBCONTRACTOR'S BUSINESS ADDRESS**

(1A) WORKER ENTRY NO.	(1B) WORKER LAST NAME	(1C) WORKER FIRST NAME	(1D) WORKER MIDDLE INITIAL	(1E) WORKER IDENTIFYING NO.	(2) (J) JOURNEYWORKER (RA) REGISTERD APPRENTICE	(3) LABOR CLASSIFICATION	(4) ST = STRAIGHT TIME OT = OVERTIME	(TOP) DAYS OF WORK WEEK (BOTTOM) DATES / HOURS WORKED EACH DAY	(5) TOTAL HOURS WORKED FOR WEEK	(6A) HOURLY WAGE RATE PAID FOR ST AND OT	(6B) TOTAL FRINGE BENEFIT CREDIT	(6C) PAYMENT IN LIEU OF FRINGE BENEFITS	(7A) GROSS AMT EARNED	(7B) GROSS AMT EARNED FOR **ALL WORK**	(8) DEDUCTIONS FOR **ALL WORK**: TAX WITH-HOLDINGS	FICA	OTHER (MUST SPECIFY, SEE INSTRUCTIONS)	TOTAL DEDUCTIONS	(9) NET PAY TO WORKER FOR **ALL WORK**
							ST												
							OT												
							ST												
							OT												
							ST												
							OT												
							ST												
							OT												
							ST												
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While use of Form WH-347 itself is optional, covered contractors and subcontractors performing work on Federal or federally assisted construction contracts are required by the DBRA regulations and the contract clauses to submit payroll information on a weekly basis. The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federal or federally financed construction contracts to, on a weekly basis, "furnish a statement on the wages paid each employee during the prior week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors and subcontractors to submit weekly certified payrolls to the appropriate Federal agency if the agency is a party to the contract (or, if the agency is not such a party, to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the Federal agency). Each certified payroll must be accompanied by a signed "Statement of Compliance" (e.g., page 2 of the WH-347 or another document with identical wording) indicating that the certified payrolls are accurate and complete, and that each laborer or mechanic has been paid not less than the required Davis-Bacon prevailing wage rate(s) (including any fringe benefits) for the work performed. DOL and contracting agencies receiving this information review the information to determine whether workers have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210 (over)

PROJECT NAME	PROJECT NO. or CONTRACT NO.	PAYROLL NO.	PRIME CONTRACTOR'S/SUBCONTRACTOR'S BUSINESS NAME
PROJECT LOCATION		WEEK ENDING DATE	CERTIFYING OFFICIAL's NAME AND TITLE

I paid or supervised the payment of the laborers or mechanics working on the above project during the stated time period. I certify the following:

☐ The payroll information submitted with this statement is correct and complete for the above project during the above period, and the wage and fringe benefit rates paid to the workers, including credit taken for the reasonably anticipated costs of a bona fide fringe benefit plan, fund or program, are not less than the applicable wage and fringe benefits rates for the classification(s) of work actually performed, as specified in the wage determination(s) incorporated into the contract.

☐ All regular payrolls and all other basic records that the contractor is required to maintain for this payroll period are complete and accurate and will be made available upon request from the agency or the Department of Labor.

☐ The classifications reported for each laborer or mechanic are the classification(s) of work that each worker actually performed.

☐ Any workers paid as apprentices during the above period are duly registered in a bona fide apprenticeship program registered with the Office of Apprenticeship, Employment and Training Administration, United States Department of Labor ("OA"), or a State Apprenticeship Agency ("SAA") recognized by Department of Labor. I have verified the registered apprenticeship program information provided below as accurate and applicable to any apprentices identified on page 1 of this form.

APPRENTICESHIP PROGRAM NAME	REGISTERED	NAME OF LABOR CLASSIFICATION
	☐OA ☐SAA	
	☐OA ☐SAA	
	☐OA ☐SAA	

☐ Fringe benefits have been paid in cash and/or to bona fide fringe benefit plans, funds, or programs. Where the contractor is claiming an hourly credit for their contributions to or reasonably anticipated costs of a bona fide fringe benefit plan, fund, or program, provide plan information and the hourly credit claimed for each worker listed on the previous page of this form.

HOURLY CREDIT FOR FRINGE BENEFITS

If an amount is listed in (6B) on the first page of this certified payroll form, enter the hourly credit claimed under each plan name, type and number for each worker and check whether the plan is funded or unfunded.

NAME OF WORKER	FB NAME / FB TYPE / PLAN NO.	☐Funded	☐Unfunded	FB NAME / FB TYPE / PLAN NO.	☐Funded	☐Unfunded	FB NAME / FB TYPE / PLAN NO.	☐Funded	☐Unfunded	FB NAME / FB TYPE / PLAN NO.	☐Funded	☐Unfunded	TOTAL HOURLY CREDIT
		Hourly Credit	$		Hourly Credit	$		Hourly Credit	$		Hourly Credit	$	$
		Hourly Credit	$		Hourly Credit	$		Hourly Credit	$		Hourly Credit	$	$
		Hourly Credit	$		Hourly Credit	$		Hourly Credit	$		Hourly Credit	$	$
		Hourly Credit	$		Hourly Credit	$		Hourly Credit	$		Hourly Credit	$	$
		Hourly Credit	$		Hourly Credit	$		Hourly Credit	$		Hourly Credit	$	$
		Hourly Credit	$		Hourly Credit	$		Hourly Credit	$		Hourly Credit	$	$
		Hourly Credit	$		Hourly Credit	$		Hourly Credit	$		Hourly Credit	$	$
		Hourly Credit	$		Hourly Credit	$		Hourly Credit	$		Hrly Credit	$	$

☐ All workers on the project have been paid the full weekly wages earned, and no rebates or deductions have been or will be made either directly or indirectly, other than permissible deductions as defined in 29 CFR part 3.

ADDITIONAL REMARKS

SIGNATURE OF CERTIFYING OFFICIAL	DATE	TELEPHONE NUMBER	EMAIL ADDRESS
		(___) ___-____	

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION (SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF TITLE 31 OF THE UNITED STATES CODE), AS WELL AS DEBARMENT FROM FUTURE FEDERAL AND FEDERALLY-ASSISTED CONTRACTS. INFORMATION REPORTED IN CERTIFIED PAYROLLS MAY BE SUBJECT TO DISCLOSURE IN RESPONSE TO A FREEDOM OF INFORMATION ACT REQUEST.