

CONTRACT

#???M501LTMM22

THIS AGREEMENT made this 20th day of September, in the year Two Thousand and Twenty-Three by and between ABC Construction, 410 Court Street, Portsmouth, Ohio 45662 (hereinafter called the “Contractor”) and **THE PORTSMOUTH METROPOLITAN HOUSING AUTHORITY**, (hereinafter referred to as “PMHA”).

WITNESSETH, that the Contractor and the PMHA for the consideration stated herein mutually agrees under the instructions of PMHA as follows:

ARTICLE 1. STATEMENT OF WORK. The Contractor shall furnish all labor material, equipment and services, and perform and complete all work required satisfying the bid proposal for #22-010 / Roofing (Homes) at Lett Terrace & Miller Manor in strict accordance with the attached bid scope of work and bid proposal.

ARTICLE 2. THE CONTRACT PRICE. The PMHA shall pay the Contractor for the performance of the contract, in current funds, subject to additions and /or deductions as approved by the PMHA, the sum of \$ 00,000.00. The Contract payment will be made in full up on completion and subject to inspection and approval of the Maintenance Supervisor over the site or his designee. PMHA shall make no social security contribution on behalf of the Contractor or withhold any State or Federal income taxes from the Contractor's pay and the Contractor is solely responsible for any and all taxes, thereby releasing PMHA from the payment of the same.

ARTICLE 4. TERM OF CONTRACT. PMHA hereby contracts for the services of the Contractor to be completed no later than September 20, 2024. This Contract is subject however to the condition that the contractual agreement shall continue only as long as the services rendered by such Contractor are satisfactory to PMHA, regardless of any other provision contained in this Contract. PMHA shall be the sole judge as to whether the services of the Contractor are satisfactory.

ARTICLE 5. TERMINATION. Either party may terminate this Contract by giving a written notice of termination to the other party.

ARTICLE 6. MATERIALS. Material used will be generally recognized in the trade as effective and safe for the specific use for which it is intended. All materials will meet State approval and will be applied in the appropriate manner and in accordance with the safe practices recommended by the manufacturer.

ARTICLE 7. JURISDICTION OF LAW. The laws of the State of Ohio shall govern the validity, construction and effect of this contract, unless said laws are superseded by, or in conflict with applicable federal laws and/or federal regulations. This contract will be binding upon the parties, their heirs, beneficiaries, and devisees of the parties hereto. The parties agree that Scioto County, Ohio is the appropriate forum for any action relating to this contract. Should any party hereto retain counsel for the purpose of initiating litigation or arbitration to enforce, prevent the breach of any provision hereof, or for any other judicial remedy, then the prevailing party shall be entitled to be reimbursed by the losing party for all costs and expenses incurred thereby, including, but not limited to, reasonable

attorney's fees and costs incurred by such prevailing party. This contract may be signed in counterparts.

ARTICLE 8. PROCEDURES. In addition to the procedures detailed within Clause No. 31 of Form HUD-5370 (8/2016), General Conditions Construction Contracts, - Public Housing Programs, in the event that the HA disputes any portion of its billing(s), the HA shall pay the undisputed portion of such billing and initiate the dispute-resolving procedures, as follows:

- 8.1 The HA's representative shall, within 10 days after the HA's receipt of such billing, formally notify the contractor's representative of all particulars pertaining to the dispute, and request that he/she investigate and respond to this issue.
- 8.2 If such dispute cannot be resolved by the contractor's response, within 10 days after such notification is given, the CO and the contractor's representative shall meet to discuss the matter and attempt to arrive at a resolution.
- 8.3 If the CO and the contractor's representative are unable to resolve the dispute through such discussion within 10 days, the HA shall, within 10 days thereafter, either:
 - 8.3.1 pay the disputed charges and reserve the right to submit the matter to the Judicial Alternatives of Ohio, 7419 Jackson Pike, Lockbourne, Ohio 43137 if the disputed amount does not exceed \$40,000 or to the Portsmouth, Ohio Municipal Court or Scioto County, Ohio Common Pleas Court;
 - 8.3.2 not pay the disputed charge and submit the matter to the Judicial Alternatives of Ohio, 7419 Jackson Pike, Lockbourne, Ohio 43137 if the disputed amount does not exceed \$40,000 or to the Portsmouth, Ohio Municipal Court or Scioto County, Ohio Common Pleas Court;
 - 8.3.3 not pay the disputed charge and allow the Contractor to submit the matter either to the Judicial Alternatives of Ohio, 7419 Jackson Pike, Lockbourne, Ohio 43137 if the disputed amount does not exceed \$40,000 or to the Portsmouth, Ohio Municipal Court or Scioto County, Ohio Common Pleas Court;
- 8.4 The decision from arbitration will be binding upon both parties. If the decision is adverse to the HA, the HA shall pay the HA's receipt of the decision. If the decision is in favor of the HA, the contractor will either:
 - 8.4.1 clear the amount which is ordered from the HA account; or
 - 8.4.2 repay to the HA the amount ordered;
 - 8.4.3 Either option shall be completed within 10 days after the contractor's receipt of the arbitrator's decision.

ARTICLE 9. CONTRACT DOCUMENTS. The contract shall consist of the following component parts:

- A. This instrument.
- B. Scope of work
- C. Bid proposal
- D. Davis-Bacon Wage Determination for residential construction
- E. HUD-5370, General Conditions of Contract for Construction

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to the specifications. **All debris is to be removed and is solely the responsibility of the contractor.** Any alteration or deviation from the specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the Contract. The Contractor will carry liability insurance. The Contractor's workers are to be fully covered by Workman's Compensation Insurance.

No members, officer or employee of the Local Authority during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in the Contract or proceeds thereof.

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

ATTEST

CONTRACTOR

ABC Construction
410 Court Street
Portsmouth, OH 45662

BY: _____

DATE: September 20, 2023

TITLE: _____

ATTEST

PMHA
410 Court Street
Portsmouth, OH 45662

By: _____

Peggy S. Rice

Date: September 20, 2023

Title: Executive Director