MOHCD provisions are to be incorporated into construction agreements that are funded in whole or in part by MOHCD. American Institute of Architects forms are recommended: A104-2017, Standard Abbreviated Form of Agreement, or A105-2017 Standard Short Form, or A101-2017 Standard Form of Agreement with A201-2017, General Conditions. Documents can be obtained from an AIA distributor by calling 415-362-7397 or 1-800-365-2724. They can also be ordered online at https://www.aiacontracts.org/purchase.

The following provisions are to be incorporated into all AIA contract documents. If a different contract form is used, these provisions still must be incorporated.

Work to be performed under this agreement shall commence by *(insert date)*

Applications for payment shall be on AIA document G702 & G703 or equivalent.

Progress payments shall be made monthly by Owner in amounts equal to labor & materials furnished less ten percent (10%) retainage to be held after work is completed *(Retainage may be higher if no performance and labor material payment bonds are provided. Retainage may be less than 10% if certain conditions are met.)*

Payment for retainage shall be made thirty days after substantial completion, less any incomplete work & unsettled claims.

1. Supplementary General Conditions – Federal and Local Requirements
2. Federal Labor Standards Provisions, HUD #4010 for contracts over $2,000 (for federally funded projects)
3. Prevailing Wage Determination No. CA with modification \_\_\_\_\_\_\_\_\_ published \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Link: [Provided when notice of intent to bid is submitted](https://www.wdol.gov/wdol/scafiles/davisbacon/CA__________) (for federally funded projects).

Link to State Prevailing Wage Determination reference is Provided when notice of intent to bid is submitted

(Note: For federally funded projects use the Modification published by the U.S. Dept. of Labor **or** by the CA Department of Industrial Relations, which ever determination is higher and in effect 10 days before bid opening. For state and locally funded projects use only CA Department of Industrial Relations wage determination).

1. *Federal Equal Employment Opportunity Forms A, B, C, & D* for contract amounts of $10,000 or greater (for federally funded projects only)
2. Contractor’s Requirements for Licensing, Bonding, Insurance & Eligibility (MOH 9)
3. Notice that successful bidders, contractors and subcontractors must be registered with the California Department of Industrial Relations pursuant to the requirements of SB 854 shall be incorporated into the Owner-Contractor Agreement
4. Section 3 ($100,000 and greater) – use of project area businesses & lower income residents: include *Section 3 of the Housing and Urban Development Act of 1968* with *Exhibits A through G* and *Attachment 1* to *Exhibit B.* (for federally funded projects only)
5. First Source Hiring Program (for construction contracts in excess of $350,000)
6. Grantee is responsible for insuring that the contractor registers project in LCPTracker with the San Francisco Office of Labor Standards Enforcement (OLSE)
7. Contract Monitoring Division requirements apply to construction contracts of $600,000 or more

Article 20 Other Conditions or Provisions

1. Prior to the commencement of the Work, the contractor shall furnish to the Owner, certificates of insurance with limits of liability not less than the specified in the Contractor’s Requirements. In addition, Performance and Labor and Payment Bonds, when required, must also be submitted to the owner.
2. Chapter 12B of San Francisco Administrative Code relating to anti-discrimination is hereby incorporated by reference.
3. Change Orders - Total cost of extra work shall be the sum of labor costs, material costs, equipment rental costs plus overhead and profit as allowed herein. The same overhead and profit limits as established for change order additions shall be credited to change order deductions. No other cost, including special damages of any type, arising out of or connected with the performance of extra work, of any nature, may be recovered by the contractor.
4. Contractors Overhead and profit on direct labor, Material and Equipment for extra work shall be 10 percent
5. Sub-Contractors Overhead and profit on direct labor; Material and Equipment for extra work shall be 10 percent. Contractor shall add no more than 5% to the contract amount of a change order agreement entered into between Contractor and Sub-Contractor, provided that a copy of the change order agreement between contractor and sub-Contractor is provided to Owner and MOHCD and approved by both.
6. Overhead Defined -The following constitutes charges that are included in overhead for all contract modifications: Drawings: field drawings, shop drawings, etc. including submission of drawings, Routine field inspection of work proposed, General superintendence, General administration and preparation of change orders, Salaries of project engineers, project managers, superintendent, timekeeper, secretaries and administrative assistants, Janitorial services, Temporary on-site facilities, Home office expenses, Insurance and Bond Premium, Procurement and use of vehicles used coincidentally in base bid work,, Surveying, Estimating, Protection of work, Final clean up, Warranties, Review of Contract Modification procedures, Incidental labor and misc. tools, coordination of work and Other incidental work..
7. General Contractor is hereby informed that all change order proposals must have the following cost breakdown
8. Labor - cost for labor shall be fair and reasonable in accordance with industry standard and paid at the highest prevailing wage rate for the trade involved
9. Material - cost for material shall be fair and reasonable in accordance with industry standard and paid at fair market value
10. Equipment – cost for equipment rental shall be in accordance with California Department of Transportation official equipment rental rate.
11. MOHCD shall have the right to audit all records in possession of Contractor relating to activities covered by change order. Further MOHCD shall have the right to audit, inspect, or copy all records maintained in connection with the contract, including financial records in possession of Contractor. If Contractor is a joint venture, right of MOHCD shall apply collaterally to same extent to records of joint venture sponsor, and of each individual joint venture member. Section 6.22 of Chapter 6 of the San Francisco Administrative code relating to contractor’s workforce and hiring of local residents is hereby incorporated by reference.
12. THIS AGREEMENT, FUTURE MODIFICATIONS, AND CHANGE ORDERS ARE SUBJECT TO PRIOR WRITTEN APPROVAL BY THE OFFICE OF ECONOMIC AND WORKFORCE DEVELOPMENT/MAYOR’S OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT (MOHCD) AND NO COST SHALL BE INCURRED PRIOR TO THIS APPROVAL.