



REQUEST FOR PROPOSALS (RFP) No. 20005
HVAC Retrofit Project - Vendor Pool

DATE: 03/13/2020

CONTACT NAME: All questions shall be sent via e-mail to: procurement@hacc.org. All questions must be received by 03/26/2020 at 3:00 pm CST.

One (1) original, one (1) hard copy and one (1) PDF version on a storage device of the sealed Proposal Responses are due on **Thursday, April 2, 2020 at 2:00 pm CST**. Mail, Deliver or Hand Carry to the Corpus Christi Housing Authority, 3701 Ayers, Corpus Christi, TX 78415 (Front Window). Late submission will be grounds for disqualification.

NOTES TO ALL CONTRACTORS:

1. All work performed must meet all electrical, mechanical and building codes bases on local, state, and federal regulations.
2. Contractor shall not commence work without a properly approved purchase order.
3. A non-mandatory pre-proposal conference is scheduled for Tuesday, March 24, 2020, at 10:00 am, 3701 Ayers Street, Corpus Christi, TX 78415. A brief site visit will be conducted immediately following the meeting.
4. The Agency is establishing a pool of qualified vendors. Award may be to some or all responding vendors.



Brian Bray C.P.M.
Vice-President of Administrative Support

Signature and submission of this response shall serve as evidence that the Contractor understands and agrees to all conditions of the Request For Proposals-RFP 20005.

Company Name _____

Authorized Representative _____
(Printed Name) (Title)

Signature: _____

Address: _____ Phone Number: _____

E-Mail Address: _____ Date: _____

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1.0 THE AGENCY'S RESERVATION OF RIGHTS. The Agency reserves the right to:

- 1.1 **Right to Reject, Waive, or Terminate the RFP.** Reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed by the Agency to be in its best interests.
- 1.2 **Right to Not Award.** Not to award a contract pursuant to this RFP.
- 1.3 **Right to Terminate.** Terminate a contract awarded pursuant to this RFP, at any time for its convenience upon 10 days written notice to the successful proposer(s).
- 1.4 **Right to Determine Time and Location.** Determine the days, hours and locations that the successful proposer(s) shall provide the services called for in this RFP.
- 1.5 **Right to Retain Proposals.** Retain all proposals submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving proposals without the written consent of the Agency Contracting Officer (CO).
- 1.6 **Right to Negotiate.** Negotiate the fees proposed by the proposer entity.
- 1.7 **Right to Reject any Proposal.** Reject and not consider any proposal that does not meet the requirements of this RFP, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services.
- 1.8 **No Obligation to Compensate.** Have no obligation to compensate any proposer for any costs incurred in responding to this RFP.
- 1.9 **Right to Prohibit.** At any time during the RFP or contract process to prohibit any further participation by a proposer or reject any proposal submitted that does not conform to any of the requirements detailed herein.

2.0 Contractor End Items:

- 2.1 A separate payment request for the retainage;
- 2.2 A one-year warranty letter from the Contractor;
- 2.3 Consent of Surety to Final Payment;
- 2.4 Contractor's Affidavit of Release of Liens;
- 2.5 Contractor's Certificate and Release; and
- 2.6 As-builts.

3.0 Debris: The Contractor shall clean work areas daily, at the end of the work day, of all work-generated debris which may endanger the safety of the others (the public; Agency residents; etc.).

- 3.1 All work areas must be kept sanitary and clean of any trash. Debris from work must be removed from living areas.

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3.2 The Contractor must examine the work area and determine any unsuitable work condition.

3.3 Any required removal or replacement of this work caused by unsuitable conditions will be just cause for the Contractor to bear the expense. Notice of unsuitable conditions shall be brought to the Agency's representative in written form.

4.0 **Request for Payment Forms.** The Contractor shall submit a request for payment for this project on the following forms, each as may be appropriate:

4.1 AIA Document G702 - Application and Certification for Payment and G703 Continuation Sheet

4.2 form HUD-51002 (1/2014), *Schedule of Change Orders* (Attached hereto);

4.3 **Retainage.** The Request for Payment form must list and clearly identify the retainage in the amount of 10% as a deduction to the subtotal of charges on the Request for Payment.

5.0 **SCOPE OF WORK/TECHNICAL SPECIFICATIONS.** The Agency is seeking proposals from qualified and licensed entities to provide the following detailed services:

5.1 **HVAC Retrofit Project at Various Property Locations. See Exhibit A.**

6.0 **Offer's Experience:** Offerors must complete the following information and return as part of the RFP response. Offerors must provide a list of similar accounts for the last 5 years using the following SAMPLE format:

Client Name, Description & Location	Contact Name/Phone Number/Email	Annual Contract Amount	Dates of Service
ABC Housing Authority HVAC Retrofit Project Somewhere, USA	Name Phone Email	\$50,000	January 1, 2017 – December 31, 2018; or January 1, 2019 - present

Failure to submit requested information will result in a determination of Non-Responsive proposal and grounds for disqualification.

7.0 PROVISIONS.

7.1 **Assignment of Personnel.** The Agency shall retain the right to demand and receive a change in personnel assigned to the work if the Agency believes that such change is in the best interest of the Agency and the completion of the contracted work.

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7.2 Unauthorized Sub-Contracting Prohibited. The Contractor shall not assign any right, nor delegate any duty for the work proposed pursuant to this RFP (including, but not limited to, selling or transferring the contract) without the prior written consent of the CO. Any purported assignment of interest or delegation of duty, without the prior written consent of the CO shall be void and may result in the cancellation of the contract with the Agency, or may result in the full or partial forfeiture of funds paid to the Contractor as a result of the proposed contract; either as determined by the CO.

7.3 Award Period. The award period is for (1) one year and (4) four addition (1) one-year options to extend.

7.4 Licensing and Insurance Requirements. Prior to award (but not as a part of the proposal submission) the *successful proposer* will be required to provide:

7.4.1 Workers Compensation Insurance. An original certificate evidencing the proposer's current industrial (worker's compensation) insurance carrier and coverage amount (NOTE: Workers Compensation Insurance will be required of any Contractor that has employees other than just the owner working on-site to provide the services);

7.4.2 General Liability Insurance. An original certificate evidencing General Liability coverage, naming the Agency as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the Agency as an additional insured under said policy (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000, together with damage to premises and fire damage of \$50,000 and medical expenses any one person of \$5,000), with a maximum deductible amount of \$5,000;

7.4.3 Automobile Insurance. An original certificate showing the proposer's automobile insurance coverage in a combined single limit of \$1,000,000. For every vehicle utilized during the term of this program, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$100,000/\$300,000 and medical pay of \$5,000.

7.4.4 City/County/State Business License. If applicable, a copy of the proposer's business license allowing that entity to provide such services within the City of Corpus Christi, Nueces County, and/or the State of Texas.

7.5 Right to Negotiate Final Fees. The Agency shall retain the right to negotiate the amount of fees that are quoted by Approved Vendors.

7.6 Contract Service Standards. All work performed pursuant to this RFP must conform and comply with all applicable local, state and federal codes, statutes, laws and regulations. Industry and manufacturer standards apply.

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7.7 Jurisdiction of Law. The laws of the State of Texas shall govern. The parties agree that Nueces County, Texas 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.

7.8 Indemnification. Offeror shall fully indemnify, save, and hold harmless the Agency, its officers, employees, and agents (hereinafter "the Indemnities") against any and all liability, damage, loss, claims, demands, and actions of any nature whatsoever based on personal injuries (including, without limitation on the foregoing, workers' compensation and death claims), or property loss or damage of any kind whatsoever, which arise out of or are in any manner connected with, or are claimed to arise out of or be in any manner connected with, the performance of the contract, unless such injury, loss, or damage is caused by the sole negligence of the Indemnities. Offeror shall at its own expense, investigate all such claims and demands, attend to their settlement or other disposition, defend all actions based thereon, and pay all charges of attorneys and all other costs and expenses of any kind arising from any such liability, damage, loss, claims, demands, and/or actions.

7.9 Commitment of Current Revenue: The Agency, by law, reserves the right to terminate this contract at the expiration of each budget year. The contract is conditioned on a best effort attempt to obtain and appropriate funds for payment of the award and the continuing right to terminate. This award is a commitment of current revenues only.

7.10 Warranty. All products shall have a standard commercial or manufacturer's warranty. Contractor shall provide one-year warranty on labor.

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General Information

1. Name of Firm: _____
Address of Principle Office: _____
Phone: _____ Fax: _____
Form of Business Organization: _____
Responsible Contact Personnel:
Name _____ Cell # _____ E-mail _____
Name _____ Cell # _____ E-mail _____
Name _____ Cell # _____ E-mail _____
2. How many years has your organization been in business in its current capacity?
3. How many years has your organization been in business under its present name?
4. Under what other or former names has your organization operated?
5. Claims and suits (If the answer to any of the questions below is yes, please attach details).
 - 5.1 Has your organization ever failed to complete any work awarded to it?
 - 5.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?
 - 5.3 Has your organization filed any lawsuits or requested arbitration or mediation with regard to any contracts within the last fifteen years?
6. Within the last fifteen years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)

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Form of Proposal

(1) **Instructions.** Unless otherwise specifically required, the items listed below must be completed and included in the proposal submittal.

(2) **Resident Participation Statement.** Are you claiming a Resident participation business preference? Yes No

(3) **Debarred Statement.** Has this firm, or any principal(s) ever been debarred from providing any services by the Federal Government, any state government, the State of Texas, or any local government agency within or without the State of Texas? Yes No If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

(4) **Disclosure Statement.** Does this firm or any principals thereof have any current, past personal or professional relationship with any Commissioner or Officer of the Agency? Yes No If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

(5) **Felony Disclosure.** Has any principal(s) or any person(s) proposed to perform the work ever been convicted of a felony? Yes No If "Yes," please attach a full detailed explanation, including dates, circumstances and current status. PLEASE NOTE: The Agency reserves the right to not make award to any proposer that has staff who has been convicted of a felony if the Agency feels that doing such is in its best interests.

(6) **Non-Collusive Affidavit.** The undersigned party submitting this proposal hereby certifies that such proposal is genuine and not collusive and that said proposer entity has not colluded, conspired, connived or agreed, directly or indirectly, with any proposer or person, to put in a sham proposal or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the proposal price of affiant or of any other proposer, to fix overhead, profit or cost element of said proposal price, or that of any other proposer or to secure any advantage against the Agency or any person interested in the proposed contract; and that all statements in said proposal are true.

(7) **Proposer's Statement.** The proposer hereby states that by completing and submitting this Form and all other documents within this proposal submittal, he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and that if the Agency discovers that any information entered herein to be false, such shall entitle the Agency to not consider or make award or to cancel any award with the undersigned party. Further, by completing and submitting the proposal submittal, and by entering and submitting the costs where provided, the undersigned proposer is thereby

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agreeing to abide by all terms and conditions pertaining to this RFP as issued by the Agency, either in hard copy or referenced. Pursuant to all RFP Documents, this Form of Proposal, and all attachments, and pursuant to all completed Documents submitted, including these forms and all attachments, the undersigned proposes to supply the Agency with the services described herein for the fee(s) entered within.

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Pricing Sheet

1. Fixed Price for HVAC Retrofit for 30 units at Leeward Homes in accordance with Scope of Work. Price includes all labor, materials and overhead.

\$ _____

2. Provide unit prices to be used as the basis to calculate price of future projects.

a. Project Manager \$ _____/hour

b. Certified Technician \$ _____/hour

c. Helper \$ _____/hour

3. Provide the maximum upcharge for equipment and materials as a percentage of actual cost. (i.e. 5%)

a. Maximum upcharge for equipment and materials _____%

Exhibit -A Scope of Work

General: The Corpus Christi Housing Authority & Affiliates is requesting proposals from qualified vendors to retrofit existing gas furnaces to new HVAC split systems at various property locations. Contractors shall provide a proposed price to retrofit 30 units at Leeward Homes, 2800 Sacky, Corpus Christi, TX 78415 based on specifications below. In addition, Contractors shall provide unit labor pricing and a maximum mark-up percentage for equipment and supplies to be used as the basis of obtaining quotes on future projects.

Leeward Homes Scope of Work.

Leeward Homes consists of 30 four-bedroom units that are 1,296 square feet each.

- 1.) Contractor shall disconnect and remove existing gas furnace and dispose offsite.
- 2.) Contractor shall install a new Goodman 14 SEER HVAC system or owner approved equal. Contractor is responsible for right sizing the HVAC system based on the heating/cooling space. Testing and Balancing is included.
- 3.) Contractor shall be responsible to assessing and providing the necessary electrical infrastructure to service new HVAC systems.
- 4.) Contractor shall install 220 line voltage to A/C condenser to include installation of proper size breaker at main meter panel. Includes fused disconnect box with condenser unit from main panel.
- 5.) Contractor shall provide new ball valve cut-off and new flex gas line for gas line to furnace.
- 6.) Contractor shall provide a filter base to include 1" pleated filter.
- 7.) Contractor shall provide a new non-programmable thermostat with 1 stage hot and the other cold.
- 8.) Contractor shall provide new return air grill, white steel, including all supply grills.
- 9.) Contractor shall install P-Trap below furnace closet floor for new evaporator coil. Contractor to verify drain is not clogged and is draining properly.
- 10.) Contractor shall install new insulated refrigerant line set and low wire voltage. Use R410A refrigerant/14 SEER Unit.
- 11.) Contractor shall install metal line set cover at exterior wall where A/C condenser will be located.

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- 12.) Contractor shall install prefab concrete pad for A/C Condenser. Anchor down.
- 13.) Contractor shall secure condenser to concrete pad as per Windstorm certification. Make all necessary connections. Install float switch.
- 14.) Contractor shall secure and provide the Corpus Christi Housing Authority with Certificates of Compliance (WPI), once all work is complete.
- 15.) Contractor is responsible for compliance with current International Mechanical and Electrical Code book and Municipal Code Compliance.
- 14.) Contractor is allowed 3 work days to complete each unit, maximum 90 work days to complete 30 units.
- 15.) Contractor shall provide a schedule of work sequence and dates of completion. Contractor acknowledges that most units are occupied and require advance coordination with residents to gain access.
- 16.) Contractor shall inspect duct work and make any repairs to seal system.
- 17.) Contractor shall provide one year warranty on labor in addition to Manufacturer's warranty on equipment.
- 18.) Contractor is responsible for any required licensing and permits.
- 19.) For projects estimated over \$100,000 per property, the successful Contractor shall provide Performance and Payment Bonds equaling 100% of the contract price.
- 20.) Progress Payments are authorized with 10% Retainage to be billed at successful completion of project.
- 21.) Liquidated Damages: Contractor will be charged \$250 per day past negotiated schedule.
- 21.) **Labor Unit Pricing:** Contractor shall provide labor unit pricing to be used as the basis for providing future quotes on similar projects.
- 22.) **Maximum Mark-up on Materials:** Contractor shall provide a maximum percentage mark-up for equipment and materials to be used as the basis for providing future quotes on similar projects.
- 23.) Contractor shall execute a Housing Authority contract prior to any work being performed.

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**Exhibit B
Sample Forms**

- 1. Application and Certification for Payment AIA Document G702**
- 2. HUD 51002 - Schedule of Change Orders**
- 2. Certificate and Release form**

TO OWNER:

PROJECT:

APPLICATION NO:

Distribution to:

OWNER
ARCHITECT
CONTRACTOR

FROM CONTRACTOR:

VIA ARCHITECT:

PERIOD TO:

PROJECT NOS:

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due

- 1. ORIGINAL CONTRACT SUM \$
- 2. Net change by Change Orders \$
- 3. CONTRACT SUM TO DATE (Line 1 + 2) \$
- 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$

- 5. RETAINAGE:
 - a. % of Completed Work (Column D + E on G703) \$
 - b. % of Stored Material (Column F on G703) \$

Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 0.00

6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$ 0.00

- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$
- 8. CURRENT PAYMENT DUE \$
- 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.) ARCHITECT:

By: Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

APPLICATION NO:
APPLICATION DATE:

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO:
ARCHITECT'S PROJECT NO:

Use Column I on Contracts where variable retainage for line items may apply.

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + B)	THIS PERIOD			TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)		
	GRAND TOTALS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Users may obtain validation of this document by requesting of the licensee a completed AIA Document D401 - Certification of Document's Authenticity

Schedule of Change Orders

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0157
(exp. 3/31/2020)

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

This information is collected under the authority of Section 6(c) of the U.S Housing Act of 1937 and HUD regulations. HAs are responsible for contract administration to ensure that the work for project development is done in accordance with State laws and HUD requirements. The contractor/subcontractor reports provide details and summaries on payments, change orders, and schedule of materials stored for the project. The information will be used to ensure that the total development costs, identified in the ACC, are kept as low as possible and consistent with HUD construction requirements. Responses to the collection are necessary to obtain a benefit. The information requested does not lend itself to confidentiality.

Instructions: Contractors use this form for reporting the details of approved Change Orders. Attach an original (or a copy) to each copy of the Periodic Estimate for Partial Payment (form HUD-51001) submission, and send to the Public Housing Agency. Complete all entries. Only Change Orders which bear the signatures required by the contract are to be recorded.

Name of Public Housing Agency	Supporting Periodic Estimate for Partial Payment Number	Period From (mm/dd/yyyy)	to (mm/dd/yyyy)
Location of Project			Project Number
Name of Contractor			Contract Number

Approved Change Orders		Additions		Deductions
Change Order Number (1)	Dated (mm/dd/yyyy) (2)	Total Amount of Change Order (3)	Value of Work Completed to Date (4)	Total Amount of Change Order (5)
		\$	\$	\$
Totals		\$	\$	\$

Authorized Project Representative	Date (mm/dd/yyyy)
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Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

CERTIFICATE AND RELEASE

TO: Corpus Christi Housing Authority 3701 Ayers Street Corpus Christi, TX 78415	Contract No. _____ Contract Date: ___/___/20___
Project No. _____	Project: _____

The State of Texas §
 §
County of Nueces §

1. _____ ("Contractor") hereby certifies that there is due and payable under the contract described above and all approved Change Orders, the undisputed balance of \$ _____.

2. Contractor further certifies that in addition to the amount set forth in paragraph 1, above, there are outstanding the following items which Contractor claims are just and due by the Corpus Christi Housing Authority ("CCHA") to Contractor:

- a. \$ _____, payable for _____
- b. \$ _____, payable for _____
- c. \$ _____, payable for _____
- d. \$ _____, payable for _____
- e. \$ _____, payable for _____

3. Contractor further certifies that all work required under this contract, including work required under Change Orders numbered _____, has been performed in accordance with the terms of the contract, and that there are no claims of laborers or mechanics for unpaid wages arising out of the performance of this contract, and that the wage rates paid by the Contractor and all sub-contractors were paid in conformity with the contract provisions relating to said wage rates.

4. Except for the amounts stated in paragraphs 1 and 2 above, the Contractor has received all sums payable to the Contractor pursuant to the contract and any Change Orders or modifications thereof.

5. In consideration of the payment of the amount stated above in paragraph 1, the Contractor does hereby release CCHA from any and all claims arising under or by virtue of this contract except the amounts listed in paragraph 2; provided however, that if for any reason the CCHA does not pay in full the amount state in paragraph 1 above, said deduction shall not affect the validity of this release, but the amount so deducted shall be automatically included under paragraph 2 as an amount which the Contractor has not released, but will release upon payment thereof.