

REQUEST FOR QUOTATION

SOLICITATION NO. RD24-09

Southside Scattered Sites - Tiffany

Unit Repairs/Make-Ready

3860-70 Park Ave.
St. Louis, MO 63110

April 24, 2024



ST. LOUIS
HOUSING
AUTHORITY

3520 Page Blvd.
St. Louis, MO 63106

TABLE OF CONTENTS

BIDDING AND CONTRACT DOCUMENTS

SECTION A	Request for Quotation/Award/Evaluation Criteria
SECTION B	General Requirements HUD 5370-EZ Additional General Requirements HUD 5369 Instructions to Bidders Contract Clauses Reference
SECTION C	Quotation Packet <u>Required Forms:</u> 1. Quotation Form 2. Representations, Certifications and Other Statements of Bidder (HUD – 5369-A) 3. Non-Collusive Affidavit Prime Contractor 4. Statement of Offeror’s Qualifications <u>Required Attachments:</u> Bid Guarantee/Bond <u>Optional Attachments:</u> MBE/WBE Certification (if applicable, prime & subcontractors) Section 3 Certification (if applicable, prime & subcontractors) City of St. Louis Business License* Certificate of Insurance meeting requirements in HUD 5370-EZ and Additional General Requirements* <i>Note: City of St. Louis Business License & Certificate of Insurance will be required from Prime Contractor prior to issuance of Purchase Order, and from any subcontractors prior to their beginning work on site. Enclosure will expedite the process.</i>
SECTION D	Wage Decision
ATTACHMENTS	Plans & Specifications
Available upon request:	Section 3 Business Certification Application Section 3 Worker Certification Application Sample Purchase Order Sample Payroll Reporting Form Sample Section 3 Monthly Report Sample HUD payment forms

SECTION A

Request for Quotation/Award/Evaluation Criteria

REQUEST FOR QUOTATION

SOLICITATION NO. RD24-09

**Southside Scattered Sites - Tiffany
Unit Repairs/Make-Ready**3860-70 Park Ave.
St. Louis, MO 63110

The St. Louis Housing Authority is soliciting quotations from qualified contractors to perform building repairs for six units in the Southside Scattered Sites Tiffany development located at 3860-70 Park Avenue in accordance with plans and technical specifications.

Project Description/Scope of Work

The Scope of Work for this project will consist of furnishing all labor and materials for the replacement/repair of all water damaged flooring, walls, ceilings, electrical, light fixtures, plumbing, HVAC, door and door hardware, windows, and attachment components as noted on the plans and specifications.

Quotations will be received until:**Quotations Due: May 9, 2024 at 2:30 PM (local time)**

Where: St. Louis Housing Authority
ATTN: Lisa Selligman, AIA, Capital Projects Manager
3520 Page Blvd.
St. Louis, Mo 63106
(314) 286-4311

The site will be available to potential offerors to familiarize themselves with existing site conditions on **Tuesday, April 30, 2024 at 1:30 PM.**

This will be the only site visit that will be conducted pursuant to this solicitation. All contractors wishing to submit a quotation must attend this site visit.

All technical questions must be submitted in writing and sent to both of the following contact(s):

Lisa Selligman, AIA	Capital Projects Manager	lselligman@slha.org
Bradley Chronister	Project Architect	bchronister@stlda.com

The SLHA reserves the right to extend the time limit without advance notice, to reject any or all quotes, to waive informalities or irregularities in any quote, to solicit for new quotes, or to proceed to do the work by other means, as may be determined to be in the best interest of the SLHA.

SECTION A

Request for Quotation/Award/Evaluation Criteria

The SLHA intends to award to the lowest, most responsive and most responsible bidder a fixed price purchase order for furnishing all materials, equipment, labor and supervision required to complete the work in this request for quotations

SLHA is a tax-exempt organization. Retail sales tax should not be included in your quote schedule of values, alternates, and fixed unit pricing.

AWARD/EVALUATION CRITERIA

All portions of the attached Quotation Form (labelled Section C Quotation Form at the top of the page) shall be completed by the offeror and submitted with the quotation to be considered responsive.

The St. Louis Housing Authority reserves the right to reject any or all quotations, to waive informalities or irregularities in any proposal, to seek new quotations, or to proceed to do the work by other means, as may be determined to be in the best interest of the St. Louis Housing Authority.

ST. LOUIS HOUSING AUTHORITY

BY: Latasha Barnes
Acting Contracting Officer

SECTION B

General Requirements

HUD 5370-EZ

General Contract Conditions for Small Construction/Development Contracts

General Contract Conditions for Small Construction/Development Contracts

U.S. Department of Housing and Urban
Development
Office of Public and Indian Housing
OMB Approval No. 2577-0157 (exp. 1/31/2027)

See Page 7 for Burden Statement

Applicability. The following contract clauses are applicable and must be inserted into **small construction/development contracts, greater than \$2,000 but not more than \$250,000.**

1. Definitions

Terms used in this form are the same as defined in form HUD-5370

2. Prohibition Against Liens

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

3. Disputes

- (a) 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.
- (b) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the PHA against the Contractor shall be subject to a written decision by the Contracting Officer.
- (c) 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.
- (d) The Contracting Officer's decision shall be final unless the Contractor (1) appeals in writing to a higher level in the PHA in accordance with the PHA'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.
- (e) 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 comply with any decision of the Contracting Officer.

4. Default

- (a) 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 in this contract, or any extension thereof, or fails to complete said work within this 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 the event, the PHA 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 the PHA 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

- (b) The Contractor's right to proceed shall not be terminated or 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, in the judgment of the Contracting Officer, the findings of Fact warrant such action, time for completing the work shall be extended by written modification to the contract. The findings of the Contracting Officer shall be reduced to a written decision which shall be subject to the provisions of the **Disputes** clause of this contract
- (c) 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 obligation of the parties will be the same as if the termination had been for convenience of the PHA.

5. Termination for Convenience

- (a) 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 the PHA. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective.
- (b) If the performance of the work is terminated, either in whole or in part, the PHA shall be liable to the Contractor for reasonable and proper costs resulting from such termination upon the receipt by the PHA of a properly presented claim setting out in detail: (1) the total cost of the work performed to 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, payment for which has not been made by the PHA to the Contractor or by the Contractor to the subcontractor or supplier; (3) the cost of preserving and protecting the work already performed until the PHA or assignee takes possession thereof or assumes responsibility therefore; (4) the actual or estimated cost of legal and accounting services reasonably necessary to prepare and present the termination claim to the PHA; and (5) an amount constituting a reasonable profit on the value of the work performed by the Contractor.
- (c) The Contracting Officer will act on the Contractor's claim within days (60 days unless otherwise indicated) of receipt of the Contractor's claim.
- (d) Any disputes with regard to this clause are expressly made subject to the provisions of the Disputes clause of this contract

6. Insurance

- (a) Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract.

(1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.

(2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$ 2,000,000 [Contracting Officer insert amount] per occurrence to protect the Contractor and each subcontractor 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 (3) below. If the Contractor has a "claims-made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be 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

(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 [Contracting Officer insert amount] per occurrence.

(b) Before commencing work, the Contractor shall furnish the PHA with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PHA. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started. It need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA's existing fire and extended coverage policy can be endorsed to include such work.

(c) All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. 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 the Contracting Officer.

7. Contract Modifications

- (a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.
- (b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which

do not change the rights or responsibilities of the parties (e.g., change in the PHA address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

- (c) When a proposed modification requires the approval of HUD prior to its issuance (e.g., a change order that exceeds the PHA's approved threshold), such modification shall not be effective until the required approval is received by the PHA.

8. Changes

- (a) 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) PHA-furnished facilities, equipment, materials, services, or site; or,
 - (4) Directing the acceleration in the performance of the work
- (b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) 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.
- (b) 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.
- (c) Many change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the PHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.
- (d) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause, or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract
- (e) The Contractor's written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:
- (1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor

breakdowns by hours or unit costs (identified with specific work to be performed); Construction equipment exclusively necessary for the change; Costs of preparation and/ or revision to shop drawings resulting from the change; Worker's Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and, Bond Costs - when size of change warrants revision.

- (2) Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.
 - (3) Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change.
- (f) The allowability of the direct and indirect costs shall be determined in accordance with the Contract Cost Principles and Procedures for Commercial Firms in Part 31 of the Federal Acquisition Regulation (48 CFR 1-31), as implemented by HUD Handbook 2210.18, in effect on the date of this contract. The Contractor shall not be allowed a profit on the profit received by any subcontractor. Equitable adjustments for deleted work shall include a credit for profit and may include a credit for indirect costs. On proposals covering both increases and decreases in the amount of the contract, the application of indirect costs and profit shall be on the net-change in direct costs for the Contractor or subcontractor performing the work
- (g) The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.
- (h) The Contracting Officer shall act on proposals within 30 days after their receipt, or notify the Contractor of the date when such action will be taken.
- (i) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled Disputes herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.
- (j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

9. Examination and Retention of Contractor's Records

The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three years after final payment under this contract, 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 contract for the purpose of making audit, examination, excerpts, and transcriptions.

10. Rights in Data and Patent Rights (Ownership and Proprietary Interest)

The HA 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 Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

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 in which the work under this contract is performed.

12. Procurement of Recovered Materials

- (a) 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. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable 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, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) 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: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract

13. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 75)

- (a) 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.
- (b) 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 to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.
- (c) 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).

- (d) 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 an applicable provision of 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 the regulations in 24 CFR Part 75.
- (e) 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.
- (f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

14. Labor Standards - Davis-Bacon and Related

If the total amount of this contract exceeds \$2,000, the Federal labor standards set forth in the clause below shall apply to the development or construction work to be performed under the contract.

(1) *Minimum wages*—(i) *Wage rates and fringe benefits.*

All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), 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 basic hourly 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. As provided in 29 CFR 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of these contract clauses; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classifications(s) 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 in which work is performed. The wage

The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(E) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under 29 CFR 5.5(a)(1)(iii)(C) and (D). The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR 5.5(a)(1)(iii)(C) or (D) must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iv) Fringe benefits not expressed as an hourly rate. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(v) Unfunded plans. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in 29 CFR 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(vi) Interest. In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

(2) Withholding—(i) Withholding requirements. The [write in name of Federal agency or the recipient of Federal assistance] may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in 29 CFR 5.5(a) for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in 29 CFR 5.5(a)(3)(iv), the [Agency] may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment,

advance, or guarantee of funds until such violations have ceased.

(ii) Priority to withheld funds. The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

(A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(B) A contracting agency for its procurement costs;

(C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(D) A contractor's assignee(s);

(E) A contractor's successor(s); or

(F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

(3) Records and certified payrolls—(i)

Basic record requirements—(A) Length of record

retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(B) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(C) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(D) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

(ii) *Certified payroll requirements—*(A) Frequency and method of submission. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the [write in name of appropriate Federal agency] if the agency is a party to the contract, but if the agency is not such a party, the

case may be, that maintains such records, for transmission to the [write in name of agency]. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(B) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i)(B), except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

(C) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(1) That the certified payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5(a)(3)(i), and such information and records are correct and complete;

(2) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(D) *Use of Optional Form WH-347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by 29 CFR 5.5(a)(3)(ii) (C).

(E) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(F) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(G) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iii) Contracts, subcontracts, and related documents. The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iv) *Required disclosures and access—*(A) Required record disclosures and access to workers. The contractor or subcontractor must make the records required under 29 CFR 5.5(a)(3)(i)–(iii), and any other documents that the [write the name of the agency] or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of the [write the name of the agency] or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(B) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(C) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the [write in name of appropriate Federal agency] if the agency is a party to the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the [write in name of agency], the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

(4) *Apprentices and equal employment opportunity—*(i) *Apprentices—*(A) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has

been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(B) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(C) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to 29 CFR 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 CFR 5.5(a)(4)(i)(A), must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(D) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

(ii) *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) *Compliance with Copeland Act requirements.* The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) *Subcontracts.* The contractor or subcontractor must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the [write in the name of the Federal agency] may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

(7) *Contract termination: debarment.* A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) *Compliance with Davis-Bacon and Related Act requirements.* All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) *Disputes concerning labor standards.* Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. 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. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) *Certification of eligibility.* (i) By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

(iii) The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

(11) *Anti-retaliation.* It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, a ny worker or job applicant for:

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

(ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

(vii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5; or

(viii) Informing any other person about their rights under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5.

(b) *Contract Work Hours and Safety Standards Act (CWHSSA).* The Agency Head must cause or require the contracting officer to insert the following clauses set forth in 29 CFR 5.5(b)(1), (2), (3), (4), and (5) in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must be inserted in addition to the clauses required by 29 CFR 5.5(a) or 4.6. As used in this paragraph, the terms "laborers and mechanics" include watchpersons and guards.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic 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 forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in 29 CFR 5.5(b) (1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5 (b)(1), in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR 5.5(b)(1).

(3) *Withholding for unpaid wages and liquidated damages—(i) Withholding process.* The [write in the name of the Federal agency or the recipient of Federal assistance] may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in 29 CFR 5.5(b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

(ii) *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a) (2)(i) or (b)(3)(i), or both, over claims to those funds by:

(A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(B) A contracting agency for its procurement costs;

(C) A trustee(s) (either a court-appointed trustee or a U.S.

trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(D) A contractor's assignee(s);

(E) A contractor's successor(s); or

(F) A claim asserted under the Prompt Payment Act, 31 U.S.C.

3901-3907. (4) *Subcontracts.* The contractor or subcontractor must insert in any subcontracts the clauses set forth in 29 CFR 5.5(b)(1) through (5) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

(5) *Anti-retaliation.* It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in 29 CFR part 5;

(ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR part 5;

(ix) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or

(x) Informing any other person about their rights under CWHSSA or 29 CFR part 5.

(c) *CWHSSA required records clause.* In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this

paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

(d) *Incorporation of contract clauses and wage determinations by reference.* Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.

(e) *Incorporation by operation of law.* The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

Public reporting burden for this collection of information is estimated to average 1 hour. This includes the time for collecting, reviewing, and reporting the data. The information requested is required to obtain a benefit. This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 75. The form is required for construction contracts awarded by Public Housing Agencies (PHAs). The form is used by Housing Authorities in solicitations to provide necessary contract clauses. If the form were not used, PHAs would be unable to enforce their contracts. There are no assurances of confidentiality. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157.

SECTION B

Additional General Requirements

ADDITIONAL GENERAL REQUIREMENTS1. Permits

The contractor shall secure and pay for all permits, fees and licenses, necessary for the proper execution and completion of the work.

2. Warranty of Construction

The contractor warrants that work performed under this contract conforms to the Contract requirements and is free of any defects in equipment, material, or Workmanship performed by the Contractor or any subcontractor. This warranty shall continue for a period of 1 year from the date that the owner takes possession.

The contractor shall remedy, at the contractor's expense, any failure to conform, or any defect. In addition, the contractor shall remedy, at the contractor's expense, any damage to property when the damage is the result of the contractor's failure to conform to contract requirements; or any defects of equipment, material, workmanship or design furnished by the contractor.

3. Bid Guarantee

Required for contracts exceeding \$25,000.00. See HUD-5369, Paragraph 9 for instructions.

4. Assurance of Completion (Payment & Performance Bond)

See HUD-5369, Paragraph 10 for instructions.

5. Insurance

Before commencing the work, the contractor and each of his subcontractors shall furnish to the SLHA certificates of insurance showing the following insurance is in force and will insure all operations under the contract:

(1) Commercial General Liability on an occurrence form for:

- a) Bodily injury, and
- b) Property damage liability

with General Contractor limits of \$2,000,000 combined single limit each occurrence covering the Project specifically, and umbrella excess liability of \$5,000,000. Subcontractor limits will be \$1,000,000 combined single limit occurrence, and \$2,000,000 umbrella excess liability. with limits of \$1,000,000 and combined single limit each occurrence, and umbrella excess liability of \$2,000,000.

Such coverage shall include the following provisions:

- i. coverage for products/completed operations;
- ii. blanket contractual liability for all written contracts;
- iii. coverage for liability rising from the acts of independent contractors;
- iv. personal injury liability with injury to employee exclusion (if any) deleted;
- v. coverage for property damage due to explosion, collapse or underground hazards;
- vi. broad form property damage coverage, including completed operations; and
- vii. professional liability shall not be an exclusion to the policy
- viii. Products and Completed Operations to be maintained for two (2) years after final payment.

SECTION B

Additional General Requirements

ix. Property Damage Liability Insurance will provide X, C and U coverage as applicable.

(2) Worker's Compensation:

Statutory limits required by State Law
Employer's Liability: \$500,000.00

(3) Comprehensive Automobile Liability:

Bodily Injury:	\$1,000,000.00 Each Person
	\$1,000,000.00 Each Occurrence
Property Damage:	\$1,000,000.00 Each Occurrence

Each Contractor and/or Subcontractor shall procure and maintain, during the life of his contract, insurance as listed in this Article. Each Contractor and/or Subcontractor's General Liability Insurance Certificate shall include the St. Louis Housing Authority as an additional named insured. Certificates of Insurance shall be submitted by each Contractor and Subcontractor to the Authority prior to moving on site. No Contractor or Subcontractor shall be allowed to continue on site after the expiration of insurance coverage. Lapse in coverage will cause termination of contract. Contractor's partial payment shall be withheld until current Certificates of Insurance are submitted to the Authority. Contractor or Subcontractor is to notify the Authority in writing within a minimum period of thirty (30) days prior to date of cancellation of insurance and insure that this provision is made a part of the insurance binder.

6. Contractor Use of Premises

The Contractor's use of the premises is limited only by the Owner's right to perform construction operations with its own forces or to employ separate contractors on portions of the project.

Keep driveways and entrances serving the premises clear and available to the Owner, the Owner's employees, and the Owner's tenants at all times. Maintain access to adjacent properties. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on site.

7. Temporary Facilities

Cost for temporary construction and support facilities, Security and protection facilities shall be at Contractors expense. All temporary utility usage, cost for water service, electric power and light shall be provided by the owner.

Temporary utilities (Owner Paid) that may be required include but are limited to:
Temporary electric power and light.

Temporary construction and support facilities (Contractor Paid) include but are not limited to:

- a. Sanitary facilities, including drinking water.
- b. Temporary enclosures as may be required for transporting demolition debris and construction materials.
- c. Temporary Project identification signs and bulletin boards.
- d. Waste disposal services.
- e. Construction aids and miscellaneous services and facilities.
- f. Storage facilities.

SECTION B

Additional General Requirements

Security and protection facilities (Contractor Paid) required include but are not limited to:

- a. Temporary fire protection.
- b. Barricades, warning signs, lights.
- c. Environmental protection.

8. Subcontractors

The contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the contractor.

9. Wage Rate Determination

The attached General Decision Number: MO20240064, last modified 03/07/2024, which has been provided by the Department of Labor shall be applicable. All workforces shall be paid no less than the rates established by this determination. Weekly payroll documentation (WH-347 or contractor's form with identical information) shall be submitted to the SLHA by the contractor as well as subcontractors. (Form available upon request.)

7. Agreement Document

The agreement document for the work specified herein shall be in the form of an SLHA Purchase Order. (Available upon request.)

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

**Instructions to Bidders for Contracts
Public and Indian Housing Programs**

Instructions to Bidders for Contracts

Public and Indian Housing Programs

Table of Contents

Clause	Page
1. Bid Preparation and Submission	1
2. Explanations and Interpretations to Prospective Bidders	1
3. Amendments to Invitations for Bids	1
4. Responsibility of Prospective Contractor	1
5. Late Submissions, Modifications, and Withdrawal of Bids	1
6. Bid Opening	2
7. Service of Protest	2
8. Contract Award	2
9. Bid Guarantee	3
10. Assurance of Completion	3
11. Preconstruction Conference	3
12. Indian Preference Requirements	3

1. Bid Preparation and Submission

(a) Bidders are expected to examine the specifications, drawings, all instructions, and, if applicable, the construction site (see also the contract clause entitled **Site Investigation and Conditions Affecting the Work** of the *General Conditions of the Contract for Construction*). Failure to do so will be at the bidders' risk.

(b) All bids must be submitted on the forms provided by the Public Housing Agency/Indian Housing Authority (PHA/IHA). Bidders shall furnish all the information required by the solicitation. Bids must be signed and the bidder's name typed or printed on the bid sheet and each continuation sheet which requires the entry of information by the bidder. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority. (Bidders should retain a copy of their bid for their records.)

(c) Bidders must submit as part of their bid a completed form HUD-5369-A, "Representations, Certifications, and Other Statements of Bidders."

(d) All bid documents shall be sealed in an envelope which shall be clearly marked with the words "Bid Documents," the Invitation for Bids (IFB) number, any project or other identifying number, the bidder's name, and the date and time for receipt of bids.

(e) If this solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "No Bid" in the space provided for any item on which no price is submitted.

(f) Unless expressly authorized elsewhere in this solicitation, alternate bids will not be considered.

(g) Unless expressly authorized elsewhere in this solicitation, bids submitted by telegraph or facsimile (fax) machines will not be considered.

(h) If the proposed contract is for a Mutual Help project (as described in 24 CFR Part 905, Subpart E) that involves Mutual Help contributions of work, material, or equipment, supplemental information regarding the bid advertisement is provided as an attachment to this solicitation.

2. Explanations and Interpretations to Prospective Bidders

(a) Any prospective bidder desiring an explanation or interpretation of the solicitation, specifications, drawings, etc., must request it at least 7 days before the scheduled time for bid opening. Requests may be oral or written. Oral requests must be confirmed in writing. The only oral clarifications that will be provided will be those clearly related to solicitation procedures, i.e., not substantive technical information. No other oral explanation or interpretation will be provided. Any information given a prospective bidder concerning this solicitation will be furnished promptly to all other prospective bidders as a written amendment to the solicitation, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to other prospective bidders.

(b) Any information obtained by, or provided to, a bidder other than by formal amendment to the solicitation shall not constitute a change to the solicitation.

3. Amendments to Invitations for Bids

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date on the bid form, or (3) by letter, telegram, or facsimile, if those methods are authorized in the solicitation. The PHA/IHA must receive acknowledgement by the time and at the place specified for receipt of bids. Bids which fail to acknowledge the bidder's receipt of any amendment will result in the rejection of the bid if the amendment(s) contained information which substantively changed the PHA's/IHA's requirements.

(c) Amendments will be on file in the offices of the PHA/IHA and the Architect at least 7 days before bid opening.

4. Responsibility of Prospective Contractor

(a) The PHA/IHA will award contracts only to responsible prospective contractors who have the ability to perform successfully under the terms and conditions of the proposed contract. In determining the responsibility of a bidder, the PHA/IHA will consider such matters as the bidder's:

- (1) Integrity;
- (2) Compliance with public policy;
- (3) Record of past performance; and
- (4) Financial and technical resources (including construction and technical equipment).

(b) Before a bid is considered for award, the bidder may be requested by the PHA/IHA to submit a statement or other documentation regarding any of the items in paragraph (a) above. Failure by the bidder to provide such additional information shall render the bidder nonresponsible and ineligible for award.

5. Late Submissions, Modifications, and Withdrawal of Bids

(a) Any bid received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it:

(1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the PHA/IHA that the late receipt was due solely to mishandling by the PHA/IHA after receipt at the PHA/IHA; or

(3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and observed holidays.

(b) Any modification or withdrawal of a bid is subject to the same conditions as in paragraph (a) of this provision.

(c) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the bid, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, bidders should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(d) The only acceptable evidence to establish the time of receipt at the PHA/IHA is the time/date stamp of PHA/IHA on the proposal wrapper or other documentary evidence of receipt maintained by the PHA/IHA.

(e) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, bidders should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and Failure by a bidder to acknowledge receipt of the envelope or wrapper.

(f) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful bid that makes its terms more favorable to the PHA/IHA will be considered at any time it is received and may be accepted.

(g) Bids may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before the exact time set for opening of bids; provided that written confirmation of telegraphic or facsimile withdrawals over the signature of the bidder is mailed and postmarked prior to the specified bid opening time. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

6. Bid Opening

All bids received by the date and time of receipt specified in the solicitation will be publicly opened and read. The time and place of opening will be as specified in the solicitation. Bidders and other interested persons may be present.

7. Service of Protest

(a) Definitions. As used in this provision:

"Interested party" means an actual or prospective bidder whose direct economic interest would be affected by the award of the contract.

"Protest" means a written objection by an interested party to this solicitation or to a proposed or actual award of a contract pursuant to this solicitation.

(b) Protests shall be served on the Contracting Officer by obtaining written and dated acknowledgement from —

CONTRACTING OFFICER
ST. LOUIS HOUSING AUTHORITY
3520 PAGE BOULEVARD
ST. LOUIS, MISSOURI, 63106

[Contracting Officer designate the official or location where a protest may be served on the Contracting Officer]

(c) All protests shall be resolved in accordance with the PHA's/IHA's protest policy and procedures, copies of which are maintained at the PHA/IHA.

8. Contract Award

(a) The PHA/IHA will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the PHA/IHA considering only price and any price-related factors specified in the solicitation.

(b) If the apparent low bid received in response to this solicitation exceeds the PHA's/IHA's available funding for the proposed contract work, the PHA/IHA may either accept separately priced items (see 8(e) below) or use the following procedure to determine contract award. The PHA/IHA shall apply in turn to each bid (proceeding in order from the apparent low bid to the high bid) each of the separately priced bid deductible items, if any, in their priority order set forth in this solicitation. If upon the application of the first deductible item to all initial bids, a new low bid is within the PHA's/IHA's available funding, then award shall be made to that bidder. If no bid is within the available funding amount, then the PHA/IHA shall apply the second deductible item. The PHA/IHA shall continue this process until an evaluated low bid, if any, is within the PHA's/IHA's available funding. If upon the application of all deductibles, no bid is within the PHA's/IHA's available funding, or if the solicitation does not request separately priced deductibles, the PHA/IHA shall follow its written policy and procedures in making any award under this solicitation.

(c) In the case of tie low bids, award shall be made in accordance with the PHA's/IHA's written policy and procedures.

(d) The PHA/IHA may reject any and all bids, accept other than the lowest bid (e.g., the apparent low bid is unreasonably low), and waive informalities or minor irregularities in bids received, in accordance with the PHA's/IHA's written policy and procedures.

(e) Unless precluded elsewhere in the solicitation, the PHA/IHA may accept any item or combination of items bid.

(f) The PHA/IHA may reject any bid as nonresponsive if it is materially unbalanced as to the prices for the various items of work to be performed. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(g) A written award shall be furnished to the successful bidder within the period for acceptance specified in the bid and shall result in a binding contract without further action by either party.

9. Bid Guarantee (applicable to construction and equipment contracts exceeding \$25,000)

All bids must be accompanied by a negotiable bid guarantee which shall not be 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 the U.S. Government and authorized to do business in the state where the work is to be performed. In the case where the work under the contract will be performed on an Indian reservation area, the bid guarantee may also be an irrevocable Letter of Credit (see provision 10, Assurance of Completion, below). Certified checks and bank drafts must be made payable to the order of the PHA/IHA. The bid guarantee shall insure the execution of the contract and the furnishing of a method of assurance of completion by the successful bidder as required by the solicitation. Failure to submit a bid guarantee with the bid shall result in the rejection of the bid. Bid guarantees submitted by unsuccessful bidders will be returned as soon as practicable after bid opening.

10. Assurance of Completion

(a) Unless otherwise provided in State law, the successful bidder shall furnish an assurance of completion prior to the execution of any contract under this solicitation. This assurance may be [Contracting Officer check applicable items] —

(1) a performance and payment bond in a penal sum of 100 percent of the contract price; or, as may be required or permitted by State law;

(2) separate performance and payment bonds, each for 50 percent or more of the contract price;

(3) a 20 percent cash escrow;

(4) a 25 percent irrevocable letter of credit; or,

(5) an irrevocable letter of credit for 10 percent of the total contract price with a monitoring and disbursements agreement with the IHA (applicable only to contracts awarded by an IHA under the Indian Housing Program).

(b) Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. Individual sureties will not be considered. U.S. Treasury Circular Number 570, published annually in the Federal Register, lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of companies listed in this circular is mandatory. Copies of the circular may be downloaded on the U.S. Department of Treasury website <http://www.fms.treas.gov/c570/index.html>, or ordered for a minimum fee by contacting the Government Printing Office at (202) 512-2168.

(c) Each bond shall clearly state the rate of premium and the total amount of premium charged. The current power of attorney for the person who signs for the surety company must be attached to the bond. The effective date of the power of attorney shall not precede the date of the bond. The effective date of the bond shall be on or after the execution date of the contract.

(d) Failure by the successful bidder to obtain the required assurance of completion within the time specified, or within such extended period as the PHA/IHA may grant based upon reasons determined adequate by the PHA/IHA, shall render the bidder ineligible for award. The PHA/IHA may then either award the contract to the next lowest responsible bidder or solicit new bids. The PHA/IHA may retain the ineligible bidder's bid guarantee.

11. Preconstruction Conference (applicable to construction contracts)

After award of a contract under this solicitation and prior to the start of work, the successful bidder will be required to attend a preconstruction conference with representatives of the PHA/IHA and its architect/engineer, and other interested parties convened by the PHA/IHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract (e.g., Equal Employment Opportunity, Labor Standards). The PHA/IHA will provide the successful bidder with the date, time, and place of the conference.

12. Indian Preference Requirements (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

(a) HUD has determined that the contract awarded under this solicitation is subject to the requirements of section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)). Section 7(b) requires that any contract or subcontract entered into for the benefit of Indians shall require that, to the greatest extent feasible

(1) Preferences and opportunities for training and employment (other than core crew positions; see paragraph (h) below) in connection with the administration of such contracts or subcontracts be given to qualified "Indians." The Act defines "Indians" to mean persons who are members of an Indian tribe and defines "Indian tribe" to mean any Indian tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians; and,

(2) Preference in the award of contracts or subcontracts in connection with the administration of contracts be given to Indian organizations and to Indian-owned economic enterprises, as defined in section 3 of the Indian Financing Act of 1974 (25 U.S.C. 1452). That Act defines "economic enterprise" to mean any Indian-owned commercial, industrial, or business activity established or organized for the purpose of profit, except that the Indian ownership must constitute not less than 51 percent of the enterprise; "Indian organization" to mean the governing body of any Indian tribe or entity established or recognized by such governing body; "Indian" to mean any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act; and Indian "tribe" to mean any Indian tribe, band, group, pueblo, or community including Native villages and Native groups (including

corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

(b) (1) The successful Contractor under this solicitation shall comply with the requirements of this provision in awarding all subcontracts under the contract and in providing training and employment opportunities.

(2) A finding by the IHA that the contractor, either (i) awarded a subcontract without using the procedure required by the IHA, (ii) falsely represented that subcontracts would be awarded to Indian enterprises or organizations; or, (iii) failed to comply with the contractor's employment and training preference bid statement shall be grounds for termination of the contract or for the assessment of penalties or other remedies.

(c) If specified elsewhere in this solicitation, the IHA may restrict the solicitation to qualified Indian-owned enterprises and Indian organizations. If two or more (or a greater number as specified elsewhere in the solicitation) qualified Indian-owned enterprises or organizations submit responsive bids, award shall be made to the qualified enterprise or organization with the lowest responsive bid. If fewer than the minimum required number of qualified Indian-owned enterprises or organizations submit responsive bids, the IHA shall reject all bids and readvertise the solicitation in accordance with paragraph (d) below.

(d) If the IHA prefers not to restrict the solicitation as described in paragraph (c) above, or if after having restricted a solicitation an insufficient number of qualified Indian enterprises or organizations submit bids, the IHA may advertise for bids from non-Indian as well as Indian-owned enterprises and Indian organizations. Award shall be made to the qualified Indian enterprise or organization with the lowest responsive bid if that bid is -

(1) Within the maximum HUD-approved budget amount established for the specific project or activity for which bids are being solicited; and

(2) No more than the percentage specified in 24 CFR 905.175(c) higher than the total bid price of the lowest responsive bid from any qualified bidder. If no responsive bid by a qualified Indian-owned economic enterprise or organization is within the stated range of the total bid price of the lowest responsive bid from any qualified enterprise, award shall be made to the bidder with the lowest bid.

(e) Bidders seeking to qualify for preference in contracting or subcontracting shall submit proof of Indian ownership with their bids. Proof of Indian ownership shall include but not be limited to:

(1) Certification by a tribe or other evidence that the bidder is an Indian. The IHA shall accept the certification of a tribe that an individual is a member.

(2) Evidence such as stock ownership, structure, management, control, financing and salary or profit sharing arrangements of the enterprise.

(f) (1) All bidders must submit with their bids a statement describing how they will provide Indian preference in the award of subcontracts. The specific requirements of that statement and the factors to be used by the IHA in determining the statement's adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement shall be rejected as nonresponsive. The IHA may require that comparable statements be provided by subcontractors to the successful Contractor, and may require the Contractor to reject any bid or proposal by a subcontractor that fails to include the statement.

(2) Bidders and prospective subcontractors shall submit a certification (supported by credible evidence) to the IHA in any instance where the bidder or subcontractor believes it is infeasible to provide Indian preference in subcontracting. The acceptance or rejection by the IHA of the certification shall be final. Rejection shall disqualify the bid from further consideration.

(g) All bidders must submit with their bids a statement detailing their employment and training opportunities and their plans to provide preference to Indians in implementing the contract; and the number or percentage of Indians anticipated to be employed and trained. Comparable statements from all proposed subcontractors must be submitted. The criteria to be used by the IHA in determining the statement(s)'s adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement(s), or that includes a statement that does not meet minimum standards required by the IHA shall be rejected as nonresponsive.

(h) Core crew employees. A core crew employee is an individual who is a bona fide employee of the contractor at the time the bid is submitted; or an individual who was not employed by the bidder at the time the bid was submitted, but who is regularly employed by the bidder in a supervisory or other key skilled position when work is available. Bidders shall submit with their bids a list of all core crew employees.

(i) Preference in contracting, subcontracting, employment, and training shall apply not only on-site, on the reservation, or within the IHA's jurisdiction, but also to contracts with firms that operate outside these areas (e.g., employment in modular or manufactured housing construction facilities).

(j) Bidders should contact the IHA to determine if any additional local preference requirements are applicable to this solicitation.

(k) The IHA [] does [] does not [Contracting Officer check applicable box] maintain lists of Indian-owned economic enterprises and Indian organizations by specialty (e.g., plumbing, electrical, foundations), which are available to bidders to assist them in meeting their responsibility to provide preference in connection with the administration of contracts and subcontracts.

SECTION B

Contract Clauses Reference

Contract Clauses Reference (2 CFR 200)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request the St. Louis Housing Authority will make their full text available.

1. Administrative Contractual or legal remedies.
2. Termination for Convenience.
3. Compliance with Executive Order 11246 of the September 24, 1965 Act.
4. Compliance with the Copeland Anti-Kickback Act.
5. Notice of Awarding Agency Requirements and Regulations pertaining to reporting.
6. Notice of Awarding Agency's requirements and regulations pertaining to patent rights with respect to any discovery invention which arises or develops in the course of or under such contract.
7. Awarding Agency's requirements and regulations pertaining to copyrights.
8. Access by grantee, the sub grantee, the Federal Grantor Agency or any duly authorized representative to any books.
9. Retention of all required records for three (3) years after grantees or sub grantees makes final payment.
10. Compliance with applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act and Clean Water Act.
11. Mandatory Standards and Policies relating to energy efficiency which are contained in the State Conservation Plan issued in compliance with the Energy Policy and Conservation Act.
12. 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., 1701 U. (Section 3). The parties to this contract agree to comply with HUD's regulation in 24 CFR part 75 which implements Section 3.

SECTION C

Quotation Form

QUOTATION FORM

TO: St. Louis Housing Authority
 3520 Page Blvd.
 St. Louis, MO 63106
 Lisa Selligman, AIA
 Capital Projects Manager
 Telephone: (314) 286-4311

SOLICITATION NO. RD24-09
 South Side Scattered Sites - Tiffany
 Unit Repairs/Make Ready
 3860-70 Park Ave.
 St. Louis, MO 63110

FROM:

Name of Offeror	
Address	
City, State Zip	
Telephone	
Email address	
Tax ID #	

1. ADDENDA: The following Addenda to the Contract Documents are hereby acknowledged:

No. _____ Dated: _____

No. _____ Dated: _____

No. _____ Dated: _____

No. _____ Dated: _____

No. _____ Dated: _____

No. _____ Dated: _____

2. COMMENCEMENT AND COMPLETION

Work will be started immediately after receipt of Notice to Proceed. The contractor hereby commits to achieve final completion of all work within 60 working days from the issuance of the Notice to Proceed.

3. QUOTATION CALCULATIONS

The undersigned having familiarized themselves with the local conditions affecting the cost of the work, and with the specifications (including Proposal and Contract Documents, General Conditions, Special Conditions, Technical Specifications and Addenda, and plans) as prepared by St. Louis Design Alliance, hereby proposes to furnish all labor, material, equipment and services required to complete all work as described in the Contract Documents.

SECTION C

Quotation Form

BASE BID

Furnish all Labor and Materials for Unit Repairs/Make-Ready work per plans & specifications.

For the sum of _____ \$ _____

Please check any of the following that apply to your firm & enclose certifications as applicable.

- MBE Certification
- WBE Certification
- Section 3 Certification
- DBE Certification

In submitting this quotation, the bidder certifies that they are not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

It is also understood that the right is reserved by the St. Louis Housing Authority to reject any and all quotations. Quotation shall remain valid for a period of 60 days from receipt and the undersigned agrees to accept the terms and conditions of a Purchase Order to be issued for the specific work identified by this solicitation.

SOLICITATION NO. **RD24-09**

Date of Quotation: _____

Firm Name: _____

Authorized Representative: _____

Title: _____

Signature: _____

Project Name/Number: _____

Contractor Name: _____

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

**Representations, Certifications,
and Other Statements of Bidders**
Public and Indian Housing Programs

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

Table of Contents

Clause	Page
1. Certificate of Independent Price Determination	1
2. Contingent Fee Representation and Agreement	1
3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	1
4. Organizational Conflicts of Interest Certification	2
5. Bidder's Certification of Eligibility	2
6. Minimum Bid Acceptance Period	2
7. Small, Minority, Women-Owned Business Concern Representation	2
8. Indian-Owned Economic Enterprise and Indian Organization Representation	2
9. Certification of Eligibility Under the Davis-Bacon Act	3
10. Certification of Nonsegregated Facilities	3
11. Clean Air and Water Certification	3
12. Previous Participation Certificate	3
13. Bidder's Signature	3

1. Certificate of Independent Price Determination

(a) The bidder certifies that--

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

(b) Each signature on the bid is considered to be a certification by the signatory that the signatory--

(1) Is the person in the bidder's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

_____ [insert full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder deletes or modifies subparagraph (a)2 above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

[] [Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000)

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" [] is, [] is not included with the bid.

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

(b) The bidder represents and certifies as part of its bid that, except for full-time bona fide employees working solely for the bidder, the bidder:

(1) [] has, [] has not employed or retained any person or company to solicit or obtain this contract; and

(2) [] has, [] has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(c) If the answer to either (a)(1) or (a)(2) above is affirmative, the bidder shall make an immediate and full written disclosure to the PHA/IHA Contracting Officer.

(d) Any misrepresentation by the bidder shall give the PHA/IHA the right to (1) terminate the contract; (2) at its discretion, deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

- (a) Result in an unfair competitive advantage to the bidder; or,
- (b) Impair the bidder's objectivity in performing the contract work.

[] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

7. Small, Minority, Women-Owned Business Concern Representation

The bidder represents and certifies as part of its bid/ offer that it --

(a) [] is, [] is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) [] is, [] is not a women-owned business enterprise. "Women-owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) [] is, [] is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- | | |
|------------------------|------------------------------|
| [] Black Americans | [] Asian Pacific Americans |
| [] Hispanic Americans | [] Asian Indian Americans |
| [] Native Americans | [] Hasidic Jewish Americans |

8. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

(a) [] is, [] is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.

(b) [] is, [] is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or

community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

9. Certification of Eligibility Under the Davis-Bacon Act (applicable to construction contracts exceeding \$2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

10. Certification of Nonsegregated Facilities (applicable to contracts exceeding \$10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

- (1) Obtain identical certifications from the proposed subcontractors;
- (2) Retain the certifications in its files; and
- (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

11. Clean Air and Water Certification (applicable to contracts exceeding \$100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [] is, [] is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

12. Previous Participation Certificate (applicable to construction and equipment contracts exceeding \$50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate" [] is, [] is not included with the bid.

13. Bidder's Signature

The bidder hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)

SECTION C Quotation Form

Non-Collusive Affidavit (Prime Contractor)

Non-Collusive Affidavit

STATE OF _____)

COUNTY OF _____)

_____, Being first duly sworn, deposes and says that:

1. He is the _____ of _____.
(owner, partner, officer, representative, or agent), the Bidder that has submitted the attached Bid;
2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder or any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement, or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or, to secure through any collusion, conspiracy, connivance, or unlawful agreement, any advantage against the St. Louis Housing Authority or any person interest in the proposed Contract; and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement or the part of the Bidder or any its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

(Title) _____

Subscribed and sworn to before me this _____ day of _____, 20_____

My commission expires _____

Project Name/Number: _____

Contractor Name: _____

SECTION C Quotation Form

Statement of Offeror's Qualifications

Statement of Offeror's Qualifications

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The offeror may submit any additional information he/she desires.

1. Name of Offeror
2. Permanent main office address, including city, state, and zip code. (Include St. Louis Office address if main office is not in St. Louis.)
3. When organized.
4. If a Corporation, where incorporated.
5. How many years have you been engaged in trade/construction under your present firm or trade/construction name?
6. Contracts on hand: (Schedule these showing gross amount of each contract and the appropriate anticipated dates of completion.)
7. General character of work performed by your company.
8. Have you ever failed to complete any work awarded to you. If so, where and why. (Be specific and attach separate sheets if needed.)
9. Have you ever defaulted on a contract? If so, where and why? (Be specific, attach separate sheet if needed.)
10. List the more important contracts recently completed by you, stating approximate gross cost for each, and the month and year completed.
11. List your major equipment available for this contract.

Project Name/Number: _____

Contractor Name: _____

SECTION C Quotation Form

Statement of Offeror's Qualifications

- 12. Experience in this type of work similar in size to this project.

- 13. Background and experience of the principal members of your organization including the officers. (Attach separate sheets)

- 14. Credit Available: \$

- 15. Give bank reference

- 16. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the St. Louis Housing Authority?
() **YES** () **NO**

- 17.
 - (a) Have you ever been a party to or otherwise involved in any action or legal proceeding involving matters related to race, color, nationality, sex, disability, age or religion? If so, give full details. (Attach separate sheets)

 - (b) Have you ever been accused of discrimination based upon race, color, nationality, sex, disability, age or religion in any action or legal proceeding including any proceeding related to any Federal Agency? If so give full details. (Attach separate sheets)

- 18. The undersigned hereby authorizes and requests that any person, firm, or corporation to furnish any information requested by the St. Louis Housing Authority in verification of the recitals comprising this Statement of offeror's Qualifications.

Name of Offeror: _____

By: _____

Date: _____

Title: _____

New or updated Offer's Qualifications may be required if last submittal to the Authority has been over 180 days from this contract Bid Date.

Project Name/Number: _____

Contractor Name: _____

SECTION D

Wage Decision

MO20240064 03/08/2024

"General Decision Number: MO20240064 03/08/2024

Superseded General Decision Number: MO20230064

State: Missouri

Construction Type: Residential

County: St Louis City County in Missouri.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024
1	01/19/2024

2

03/08/2024

CARP0002-013 05/01/2023

Rates Fringes

CARPENTER

Drywall Hanging Only.....\$ 36.00 20.15

ELEC0001-008 05/31/2020

Rates Fringes

ELECTRICIAN.....\$ 36.55 24.33

ENGI0513-018 05/07/2023

Rates Fringes

POWER EQUIPMENT OPERATOR:

Backhoe/Excavator.....\$ 41.01 29.63

Roller.....\$ 41.01 29.63

LAB00042-006 03/02/2023

Rates Fringes

LABORER

Mason Tender - Brick.....\$ 36.21 17.12

PAIN0002-010 09/01/2009

Rates Fringes

PAINTER: Drywall

Finishing/Taping.....\$ 29.58 11.75

PLUM0562-009 07/01/2023

Rates Fringes

PLUMBER.....\$ 48.60 28.58

* ROOF0002-007 03/01/2024

Rates Fringes

ROOFER.....\$ 38.00 21.32

SFM00268-001 01/01/2024

Rates Fringes

SPRINKLER FITTER (Fire

Sprinklers).....\$ 50.02 28.51

SHEE0036-007 08/01/2022

Rates Fringes

SHEET METAL WORKER (Including

Installation of HVAC Duct and

HVAC System).....\$ 47.43 24.65

* SUM02011-008 08/11/2011

	Rates	Fringes
CARPENTER, Excludes Drywall Hanging.....	\$ 23.80	1.80
CEMENT MASON/CONCRETE FINISHER...	\$ 16.00 **	0.00
LABORER: Common or General.....	\$ 27.36	1.96
PAINTER: Brush Only.....	\$ 38.88	0.00
PAINTER: Roller.....	\$ 38.88	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====
** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can

be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
 Wage and Hour Division
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION"

ATTACHMENT

TECHINCAL SPECIFICATIONS

A MAKE-READY AND MINOR REPAIR RENOVATION FOR

St. Louis Housing Authority

3520 PAGE BLVD, ST. LOUIS, MO 63106

SOUTHSIDE SCATTERED SITES TIFFANY (3860-3870 PARK AVE)

ISSUE DATE: 04/15/2024

PROJECT #: 2024-014

ARCHITECT:

ST. LOUIS DESIGN ALLIANCE, INC.
5897 DELMAR BLVD
ST. LOUIS, MO 63112
314-863-1313



DESIGN ALLIANCE
architects

SPECIFICATION TABLE OF CONTENTS

DIVISION 0 - TOC AND DRAWING LIST

- 00 01 15 TABLE OF CONTENTS
- A0 COVER SHEET
- A1 FIRST FLOOR UNITS
- A2 SECOND FLOOR UNITS

DIVISION 1 - GENERAL REQUIREMENTS

- 01 30 00 ADMINISTRATIVE REQUIREMENTS
- 01 40 00 GENERAL REQUIREMENTS

DIVISION 2 - EXISTING CONDITIONS

- 02 41 20 SELECTIVE DEMOLITION - DEBRIS REMOVAL

DIVISION 6 - WOOD AND PLASTICS

- 06 10 00 ROUGH CARPENTRY

DIVISION 7 - THERMAL AND MOISTURE PROTECTION

- 07 80 00 SEALANTS

DIVISION 8 - OPENINGS

- 08 10 00 DOORS AND FRAMES
- 08 50 00 WINDOWS & EXTERIOR DOORS
- 08 71 00 DOOR HARDWARE

DIVISION 9 - FINISHES

- 09 20 00 PLASTER AND GYPSUM BOARD
- 09 30 00 TILING
- 09 65 00 RESILIENT FLOORING
- 09 90 00 PAINTING

DIVISION 10 - SPECIALTIES

- 10 28 00 TOILET, BATH, AND LAUNDRY ACCESSORIES
- 10 56 00 SHELVING

DIVISION 11 - EQUIPMENT

- 11 30 13 RESIDENTIAL APPLIANCES

DIVISION 12 - FURNISHINGS

- 12 30 00 CASEWORK

DIVISION 22 - PLUMBING

- 22 00 00 PLUMBING

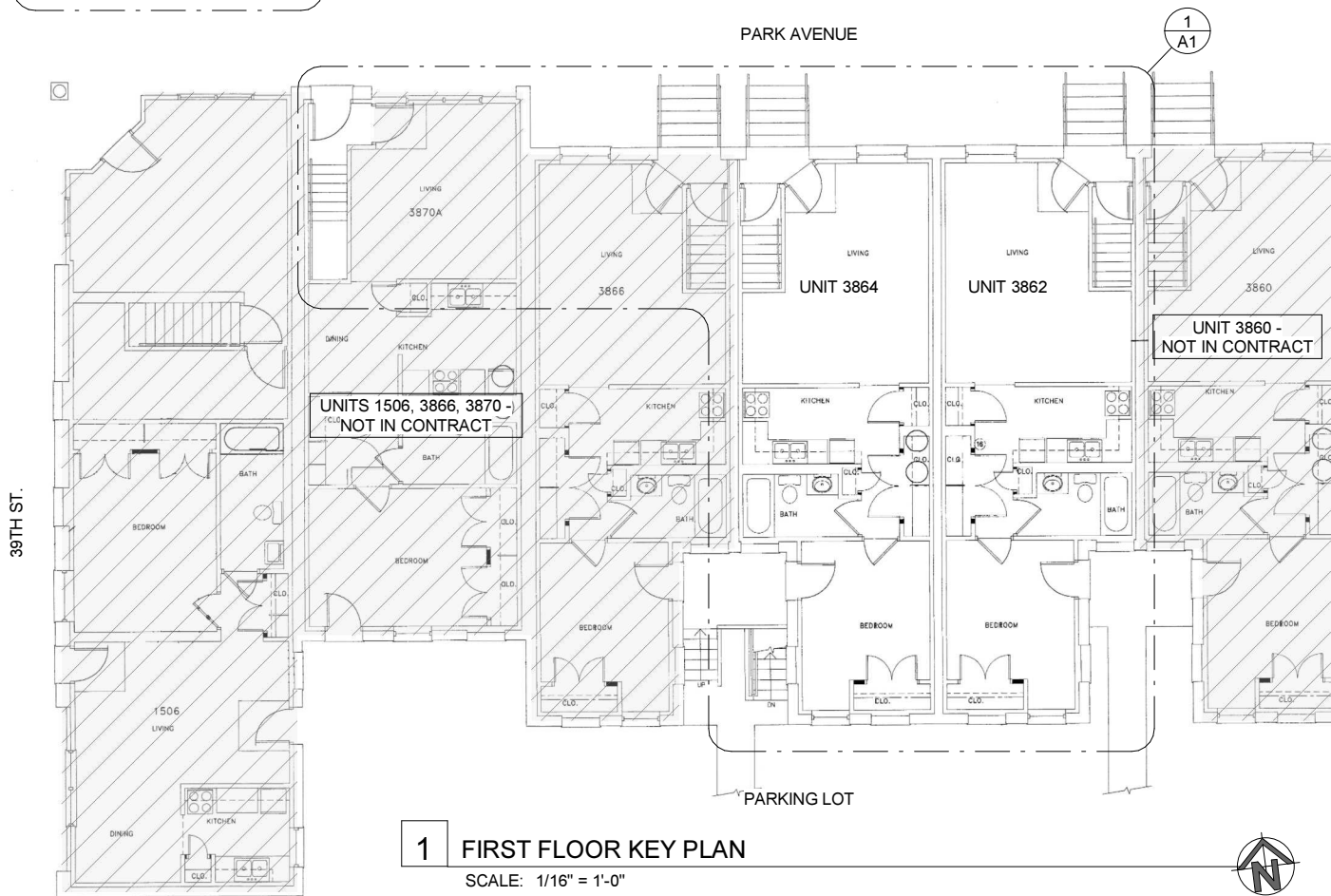
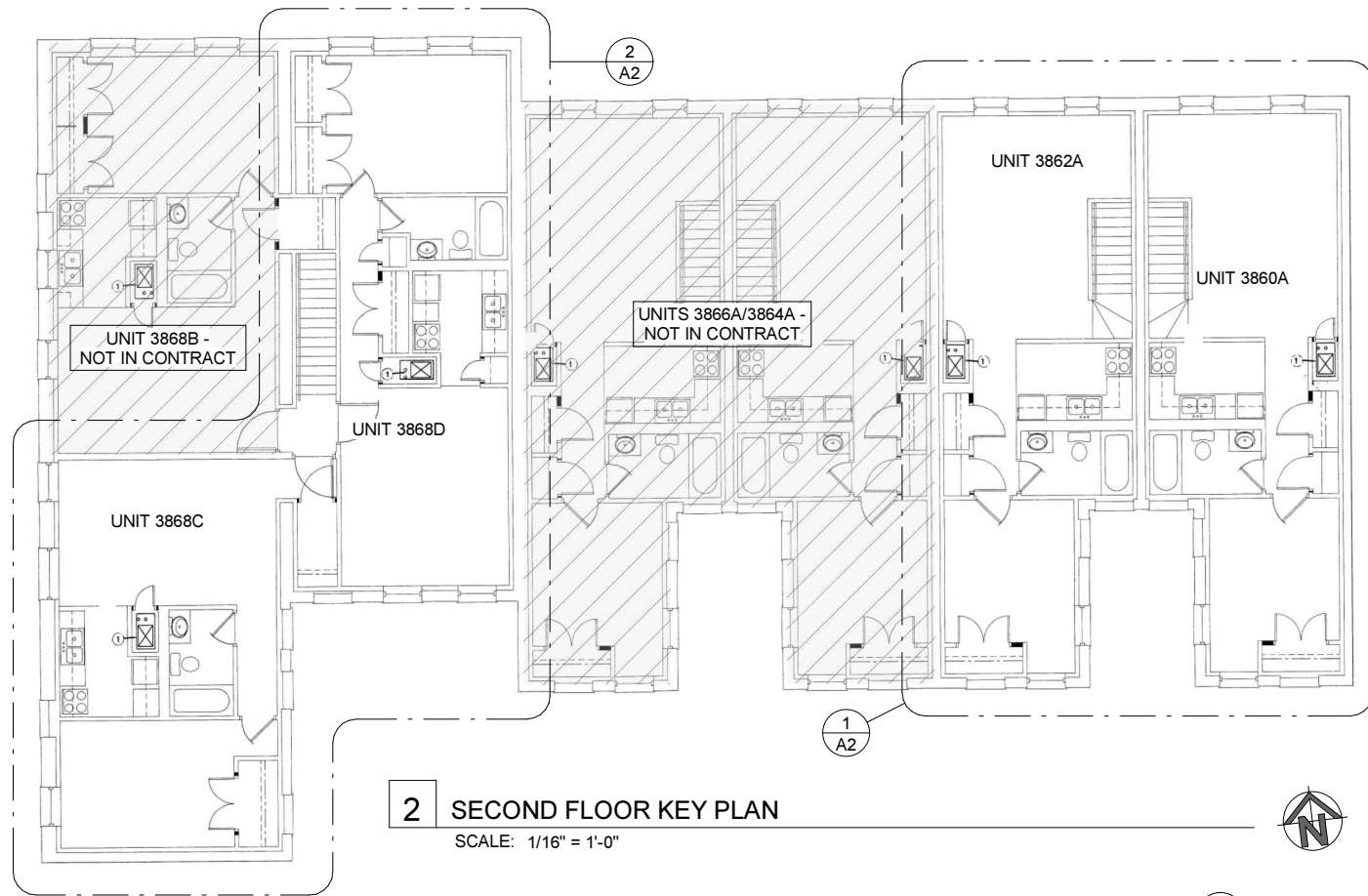
DIVISION 23 - HEATING, VENTILATING, AND AIR CONDITIONING (HVAC)

- 23 00 00 HEATING, VENTILATING, AND AIR CONDITIONING

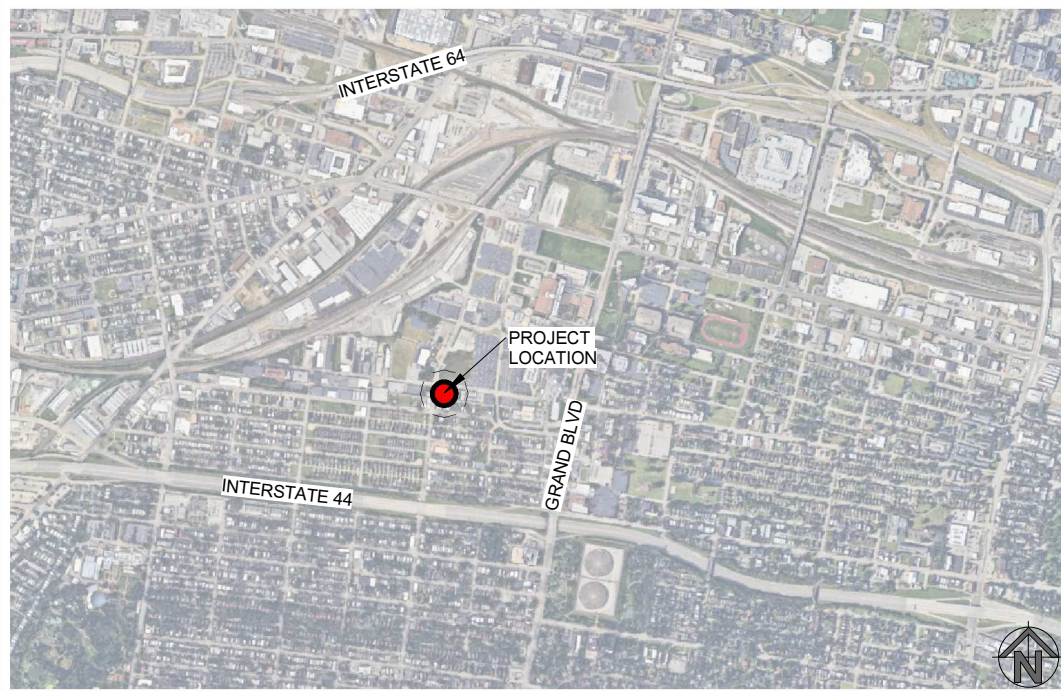
DIVISION 26 - ELECTRICAL

- 26 00 00 ELECTRICAL DESIGN BUILD

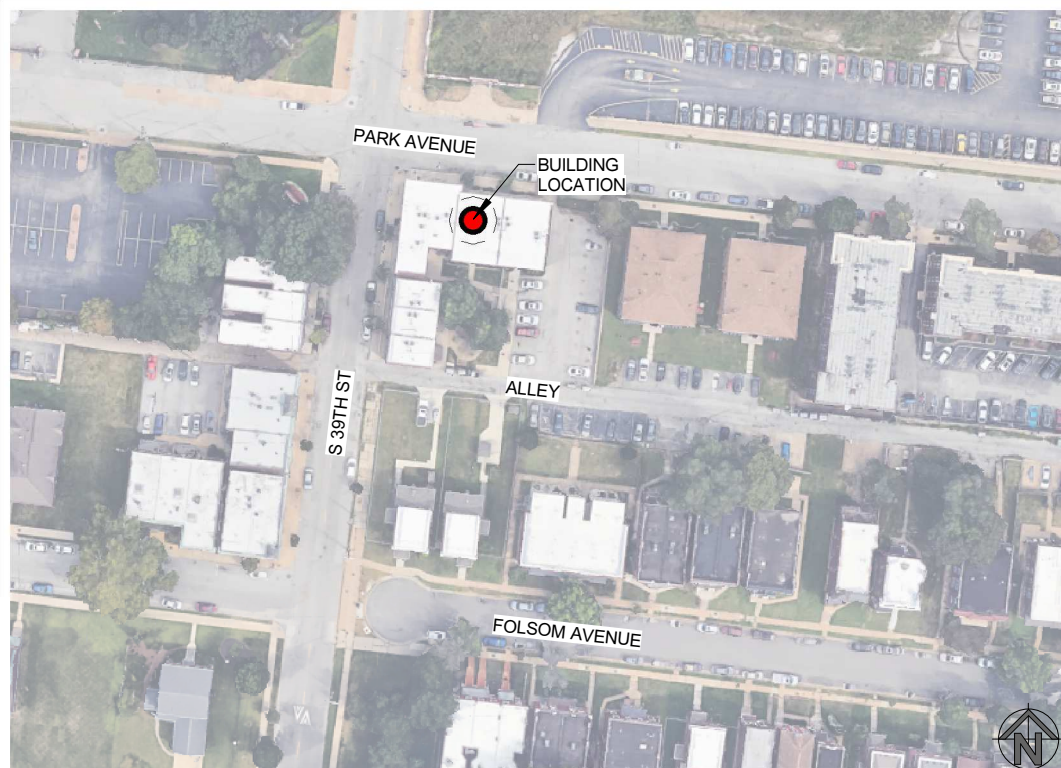
END OF DOCUMENT



SITE LOCATION

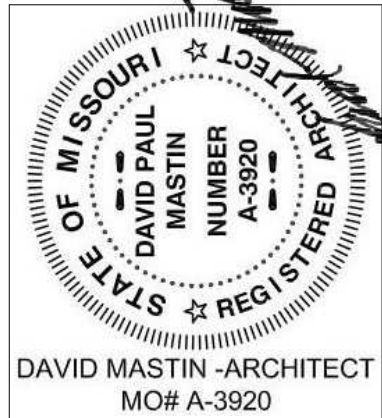


BUILDING LOCATION



GENERAL NOTE TO BIDDERS

THE PLANS AND SPECIFICATIONS ARE INTENDED TO DESCRIBE THE SCOPE OF THIS PROJECT COMPLETELY IN ALL RESPECTS. HOWEVER, BY CONTRACT THE ARCHITECT AND CONTRACTOR RECOGNIZE THE IMPLAUSIBILITY OF EVERY AND ALL ITEM(S) NEEDED WERE NOTED ON THE PLANS. THE CONTRACTOR IS REQUIRED TO TURN OVER TO THE OWNER UNITS IN A COMPLETE, CLEAN, AND READY TO RENT CONDITION. THE CONTRACTOR SHALL REVIEW THE CONDITION OF EACH UNIT DURING THE WALKTHROUGH AND PROVIDE WITHIN THEIR CONTRACT APPROPRIATE CONTINGENCIES SUCH THAT ITEMS NOT NOTED ON THE DRAWINGS CAN BE ADDRESSED WITHOUT A CHANGE ORDER TO THE CONTRACT. WITHIN REASON, CHANGE ORDER REQUESTS FOR INCIDENTAL ITEMS EVIDENT AT THE TIME OF THE WALKTHROUGH WILL NOT BE APPROVED.



A MAKE-READY RENOVATION FOR
**SOUTHSIDE SCATTERED
SITES TIFFANY
(3860-3870 PARK AVE)**
ST. LOUIS HOUSING AUTHORITY

COVER SHEET

Project number 2024014
Date 2024.04.15

A0

4/15/2024 11:18:58 AM

NOTIFY ARCHITECT IN EVENT OF DISCREPANCIES, OMISSIONS, AND/OR CONFLICTS IN THE DRAWINGS OR SPECIFICATIONS. THE CONTRACTOR IS NOT AUTHORIZED TO SCALE THE DRAWINGS. ALL QUESTIONS IN REFERENCE TO THE CONTRACT DOCUMENTS SHALL BE IMMEDIATELY DIRECTED TO THE ARCHITECT.

KEYED NOTES (R/R INDICATES "REMOVE AND REPLACE")

DIVISION 1: GENERAL REQUIREMENTS
1A FINAL CLEANING

DIVISION 2: EXISTING CONDITIONS
2A TRASH OUT

DIVISION 6: WOOD, PLASTICS, COMPOSITES

- 6A R/R BASE TRIM
- 6B R/R WINDOW STOOL
- 6C R/R STAIR HANDRAIL
- 6D R/R DOOR CASING
- 6E R/R WINDOW CASING
- 6F REPAIR, CAULK, AND REPAINT DOOR TRIM
- 6G REPAIR AND REPAINT DELAMINATED DOOR
- 6H R/R 4'X4' SECTION OF DAMAGED SUBFLOOR
- 6I SECURE HANDRAIL TO WALL

DIVISION 7: THERMAL AND MOISTURE PROTECTION

- 7A R/R TUB SURROUND CAULKING
- 7B R/R VANITY CAULKING

DIVISION 8: OPENINGS

- 8A R/R EXTERIOR DOOR PANEL, MATCH EXISTING
- 8B R/R INTERIOR DOOR PANEL, MATCH EXISTING
- 8C R/R DOOR HARDWARE
- 8D R/R WINDOW
- 8E NEW DOOR STOP
- 8F REPLACE MISSING/DAMAGED WINDOW SCREEN
- 8G BONDO AND REPAINT DAMAGED DOOR PANEL
- 8H ADJUST DOOR HW FOR PROPER OPERATION
- 8I REPLACE BALL CATCH AND PLATE
- 8J REMOVE EXTRANEOUS HARDWARE
- 8K WEATHER STRIPPING

DIVISION 9: FINISHES

- 9A REPAIR DAMAGED DRYWALL, REPAINT ENTIRE WALL
- 9B PAINT ENTIRE UNIT (WALLS AND CEILINGS)
- 9C PAINT WALL (CORNER TO CORNER)
- 9D PAINT (TOUCH UP AND FEATHER)
- 9E PAINT ENTIRE CEILING
- 9F REPAIR DRYWALL SEAM, REPAINT ENTIRE WALL
- 9G R/R VINYL BASE WITH RUBBER COVE BASE (WALL)
- 9H R/R VINYL BASE WITH RUBBER COVE BASE (ROOM)
- 9I NEW FLOORING OVER EXISTING IN ENTIRE ROOM
- 9J R/R SECTION OF DAMAGED DRYWALL CEILING (ROOM)
- 9K REPAINT DOOR (BOTH FACES), JAMB, AND CASING
- 9L REPAIR DRYWALL CORNER BEAD
- 9M REPAINT DOOR TRIM
- 9O R/R DAMAGED TILE AND BACKER BOARD
- 9P R/R DRYWALL - REFINISH TO MATCH EXISTING
- 9Q PAINT WOOD CAP ON KNEE WALL
- 9R REPAIR DAMAGED DRYWALL
- 9S R/R STAIR TREAD AND NOSING RISER

DIVISION 10: SPECIALTIES

- 10A R/R BLINDS (ALL)
- 10B R/R BLIND
- 10C R/R TOILET PAPER HOLDER
- 10D R/R TOWEL BAR
- 10E R/R GRAB BARS
- 10F R/R WIRE SHELVING

DIVISION 11: EQUIPMENT

- 11A R/R RANGE BURNERS
- 11B R/R RANGE DRIP PANS
- 11C R/R GAS RANGE
- 11D R/R REFRIGERATOR
- 11E R/R ELECTRIC RANGE

DIVISION 12: FURNISHINGS

- 12A R/R CABINETS (ALL)
- 12B R/R BASE CABINET
- 12C R/R DRAWER BASE
- 12D R/R WALL CABINET
- 12E COUNTER TOP REPAIR
- 12F R/R COUNTER TOP NEW
- 12G R/R REPAIR DOOR FRONT

DIVISION 22: PLUMBING

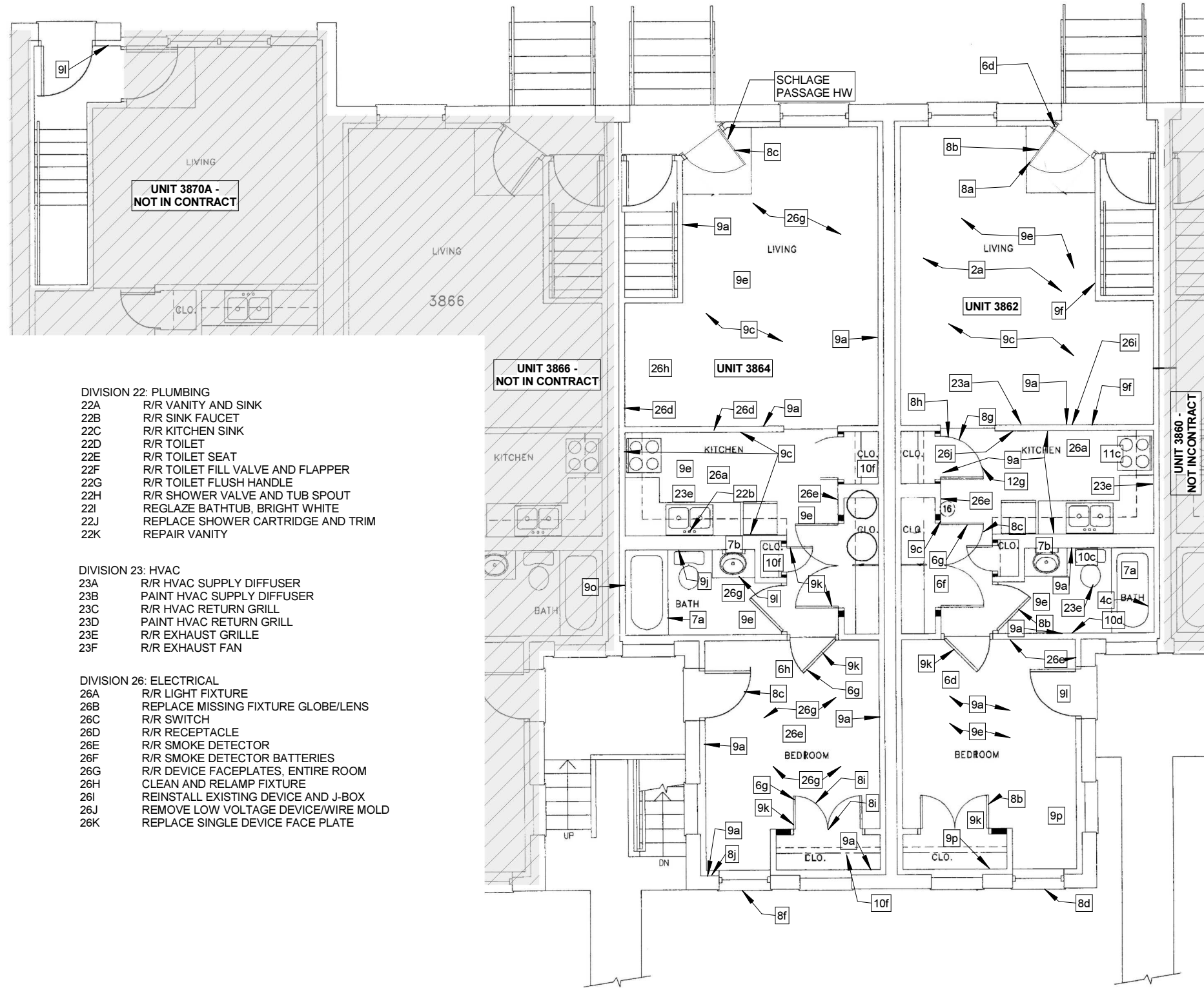
- 22A R/R VANITY AND SINK
- 22B R/R SINK FAUCET
- 22C R/R KITCHEN SINK
- 22D R/R TOILET
- 22E R/R TOILET SEAT
- 22F R/R TOILET FILL VALVE AND FLAPPER
- 22G R/R TOILET FLUSH HANDLE
- 22H R/R SHOWER VALVE AND TUB SPOUT
- 22I REGLAZE BATHTUB, BRIGHT WHITE
- 22J REPLACE SHOWER CARTRIDGE AND TRIM
- 22K REPAIR VANITY

DIVISION 23: HVAC

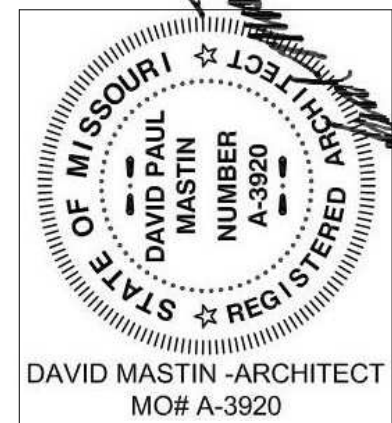
- 23A R/R HVAC SUPPLY DIFFUSER
- 23B PAINT HVAC SUPPLY DIFFUSER
- 23C R/R HVAC RETURN GRILL
- 23D PAINT HVAC RETURN GRILL
- 23E R/R EXHAUST GRILLE
- 23F R/R EXHAUST FAN

DIVISION 26: ELECTRICAL

- 26A R/R LIGHT FIXTURE
- 26B REPLACE MISSING FIXTURE GLOBE/LENS
- 26C R/R SWITCH
- 26D R/R RECEPTACLE
- 26E R/R SMOKE DETECTOR
- 26F R/R SMOKE DETECTOR BATTERIES
- 26G R/R DEVICE FACEPLATES, ENTIRE ROOM
- 26H CLEAN AND RELAMP FIXTURE
- 26I REINSTALL EXISTING DEVICE AND J-BOX
- 26J REMOVE LOW VOLTAGE DEVICE/WIRE MOLD
- 26K REPLACE SINGLE DEVICE FACE PLATE



1 FIRST FLOOR UNITS 3862-3864
SCALE: 1/8" = 1'-0"



DAVID MASTIN - ARCHITECT
MO# A-3920



DESIGN ALLIANCE
architects
5897 DELMAR BOULEVARD
SAINT LOUIS, MISSOURI, 63112
PHONE: 314.863.1313
sftda@stlida.com

A MAKE-READY RENOVATION FOR
**SOUTHSIDE SCATTERED
SITES TIFFANY
(3860-3870 PARK AVE)**
ST. LOUIS HOUSING AUTHORITY

FIRST FLOOR
UNITS
Project number 2024014
Date 2024.04.15

A1

4/15/2024 11:18:59 AM

NOTIFY ARCHITECT IN EVENT OF DISCREPANCIES, OMISSIONS, AND/OR CONFLICTS IN THE DRAWINGS OR SPECIFICATIONS. THE CONTRACTOR IS NOT AUTHORIZED TO SCALE THE DRAWINGS. ALL QUESTIONS IN REFERENCE TO THE CONTRACT DOCUMENTS SHALL BE IMMEDIATELY DIRECTED TO THE ARCHITECT.

KEYED NOTES (R/R INDICATES "REMOVE AND REPLACE")

DIVISION 1: GENERAL REQUIREMENTS
1A FINAL CLEANING

DIVISION 2: EXISTING CONDITIONS
2A TRASH OUT

DIVISION 6: WOOD, PLASTICS, COMPOSITES
6A R/R BASE TRIM
6B R/R WINDOW STOOL
6C R/R STAIR HANDRAIL
6D R/R DOOR CASING
6E R/R WINDOW CASING
6F REPAIR, CAULK, AND REPAINT DOOR TRIM
6G REPAIR AND REPAINT DELAMINATED DOOR
6H R/R 4'X4' SECTION OF DAMAGED SUBFLOOR
6I SECURE HANDRAIL TO WALL

DIVISION 7: THERMAL AND MOISTURE PROTECTION
7A R/R TUB SURROUND CAULKING
7B R/R VANITY CAULKING

DIVISION 8: OPENINGS
8A R/R EXTERIOR DOOR PANEL, MATCH EXISTING
8B R/R INTERIOR DOOR PANEL, MATCH EXISTING
8C R/R DOOR HARDWARE
8D R/R WINDOW
8E NEW DOOR STOP
8F REPLACE MISSING/DAMAGED WINDOW SCREEN
8G BONDO AND REPAINT DAMAGED DOOR PANEL
8H ADJUST DOOR HW FOR PROPER OPERATION
8I REPLACE BALL CATCH AND PLATE
8J REMOVE EXTRANEIOUS HARDWARE
8K WEATHER STRIPPING

DIVISION 9: FINISHES
9A REPAIR DAMAGED DRYWALL, REPAINT ENTIRE WALL
9B PAINT ENTIRE UNIT (WALLS AND CEILINGS)
9C PAINT WALL (CORNER TO CORNER)
9D PAINT (TOUCH UP AND FEATHER)
9E PAINT ENTIRE CEILING
9F REPAIR DRYWALL SEAM, REPAINT ENTIRE WALL
9G R/R VINYL BASE WITH RUBBER COVE BASE (WALL)
9H R/R VINYL BASE WITH RUBBER COVE BASE (ROOM)
9I NEW FLOORING OVER EXISTING IN ENTIRE ROOM
9J R/R SECTION OF DAMAGED DRYWALL CEILING (ROOM)
9K REPAINT DOOR (BOTH FACES), JAMB, AND CASING
9L REPAIR DRYWALL CORNER BEAD
9M REPAINT DOOR TRIM
9N R/R DAMAGED TILE AND BACKER BOARD
9P R/R DRYWALL - REFINISH TO MATCH EXISTING
9Q PAINT WOOD CAP ON KNEE WALL
9R REPAIR DAMAGED DRYWALL
9S R/R STAIR TREAD AND NOSING RISER

DIVISION 10: SPECIALTIES
10A R/R BLINDS (ALL)
10B R/R BLIND
10C R/R TOILET PAPER HOLDER
10D R/R TOWEL BAR
10E R/R GRAB BARS
10F R/R WIRE SHELVING

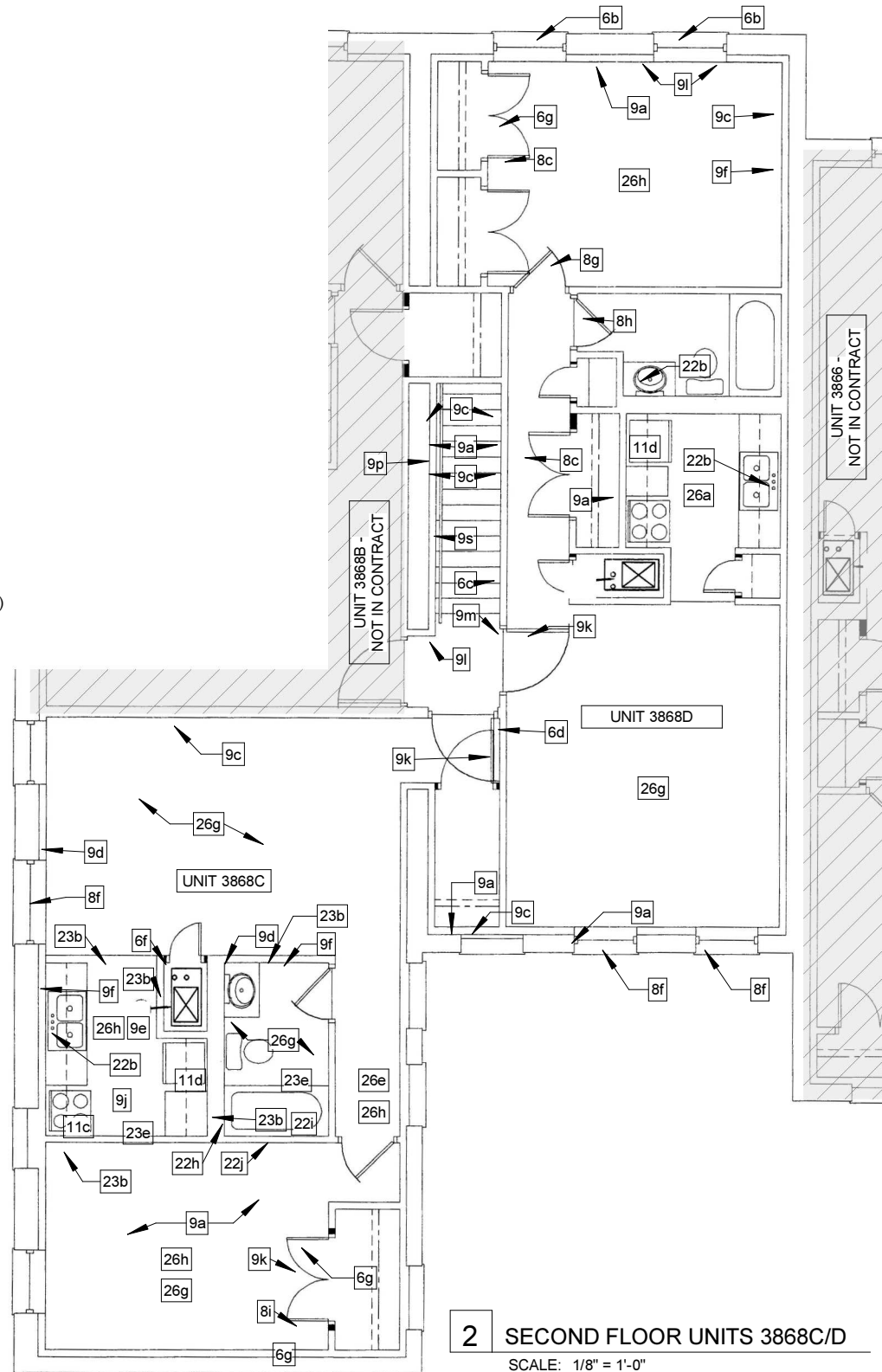
DIVISION 11: EQUIPMENT
11A R/R RANGE BURNERS
11B R/R RANGE DRIP PANS
11C R/R GAS RANGE
11D R/R REFRIGERATOR
11E R/R ELECTRIC RANGE

DIVISION 12: FURNISHINGS
12A R/R CABINETS (ALL)
12B R/R BASE CABINET
12C R/R DRAWER BASE
12D R/R WALL CABINET
12E COUNTER TOP REPAIR
12F R/R COUNTER TOP NEW
12G R/R REPAIR DOOR FRONT

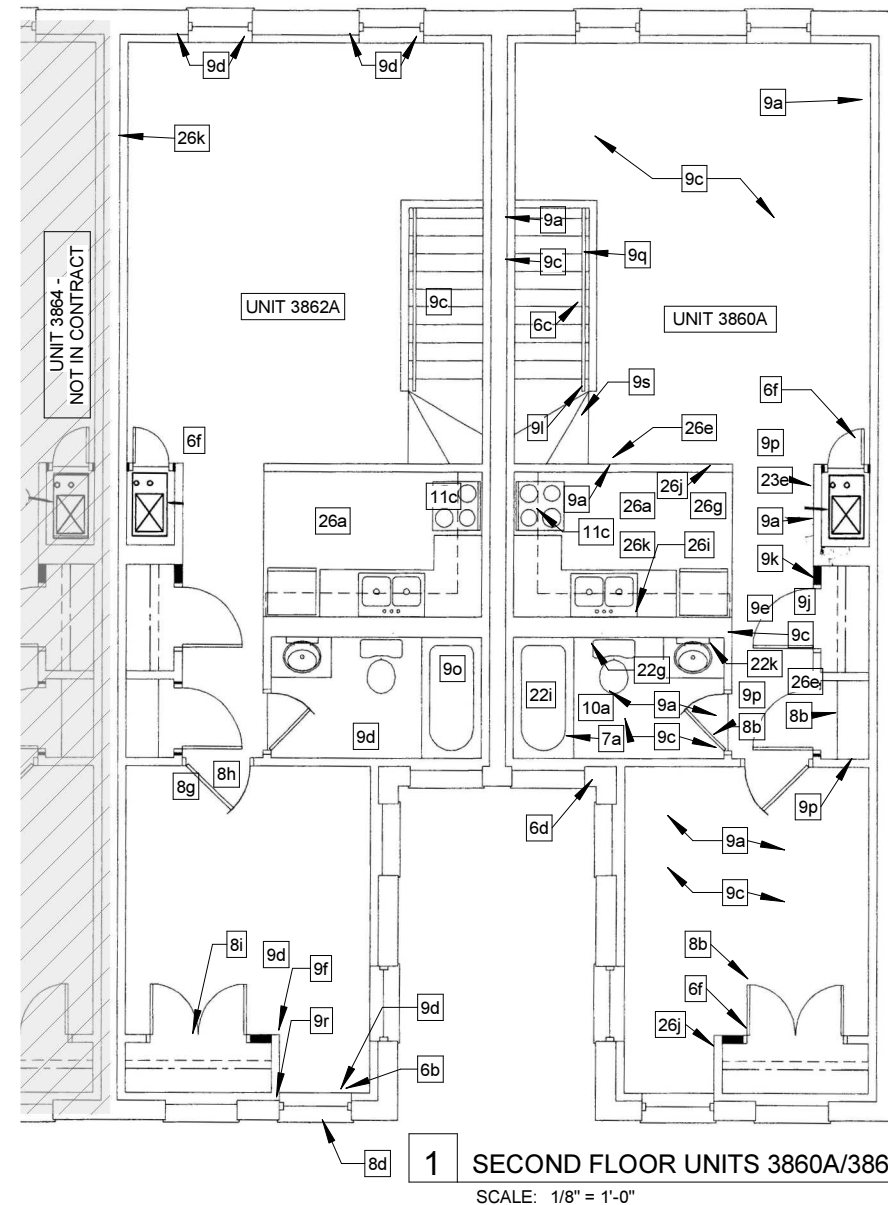
DIVISION 22: PLUMBING
22A R/R VANITY AND SINK
22B R/R SINK FAUCET
22C R/R KITCHEN SINK
22D R/R TOILET
22E R/R TOILET SEAT
22F R/R TOILET FILL VALVE AND FLAPPER
22G R/R TOILET FLUSH HANDLE
22H R/R SHOWER VALVE AND TUB SPOUT
22I REGLAZE BATHTUB, BRIGHT WHITE
22J REPLACE SHOWER CARTRIDGE AND TRIM
22K REPAIR VANITY

DIVISION 23: HVAC
23A R/R HVAC SUPPLY DIFFUSER
23B PAINT HVAC SUPPLY DIFFUSER
23C R/R HVAC RETURN GRILL
23D PAINT HVAC RETURN GRILL
23E R/R EXHAUST GRILLE
23F R/R EXHAUST FAN

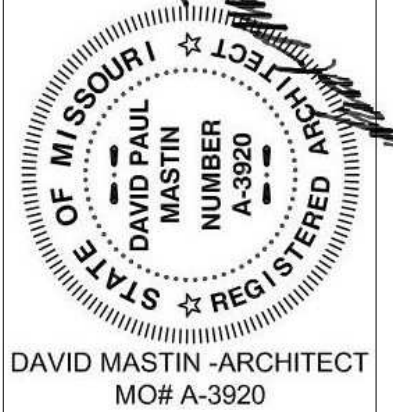
DIVISION 26: ELECTRICAL
26A R/R LIGHT FIXTURE
26B REPLACE MISSING FIXTURE GLOBE/LENS
26C R/R SWITCH
26D R/R RECEPTACLE
26E R/R SMOKE DETECTOR
26F R/R SMOKE DETECTOR BATTERIES
26G R/R DEVICE FACEPLATES, ENTIRE ROOM
26H CLEAN AND RELAMP FIXTURE
26I REINSTALL EXISTING DEVICE AND J-BOX
26J REMOVE LOW VOLTAGE DEVICE/WIRE MOLD
26K REPLACE SINGLE DEVICE FACE PLATE



2 SECOND FLOOR UNITS 3868C/D
SCALE: 1/8" = 1'-0"



1 SECOND FLOOR UNITS 3860A/3862A
SCALE: 1/8" = 1'-0"



DAVID MASTIN -ARCHITECT
MO# A-3920



A MAKE-READY RENOVATION FOR
**SOUTHSIDE SCATTERED
SITES TIFFANY
(3860-3870 PARK AVE)**
ST. LOUIS HOUSING AUTHORITY

SECOND FLOOR
UNITS

Project number 2024014
Date 2024.04.15

A2

4/15/2024 11:18:59 AM

NOTIFY ARCHITECT IN EVENT OF DISCREPANCIES, OMISSIONS, AND/OR CONFLICTS IN THE DRAWINGS OR SPECIFICATIONS. THE CONTRACTOR IS NOT AUTHORIZED TO SCALE THE DRAWINGS. ALL QUESTIONS IN REFERENCE TO THE CONTRACT DOCUMENTS SHALL BE IMMEDIATELY DIRECTED TO THE ARCHITECT.

013000 ADMINISTRATIVE REQUIREMENTS

1. Final cleaning shall be responsibility of Contractor and shall include but not be limited to removing labels, cleaning ductwork, equipment, windows, floors, cabinets, countertops mirrors etc.,
2. Contractor shall maintain a set of record drawings to record installed locations of all exterior underground utilities and below slab piping as applicable. Drawings shall locate and dimension where lines and piping was installed.
3. Deliver to Owner all extra, unused material and store in location acceptable to Owner.
4. Contractor shall deliver to Owner in an acceptable electronic format at final completion a list of all equipment serial numbers, warranties, manuals, and similar product and manufacturer's documentation.

014000 GENERAL REQUIREMENTS

1. The following scope shall be executed across all units to be renovated. See individual specification sections for additional information related to the execution of work.
 - a. Remove all vinyl base.
 - b. Prep existing VCT flooring and install LVP flooring over existing VCT.
 - c. Install rubber cove base.
 - d. Relamp existing interior light fixtures - see specification 260000
 - e. Remove and replace aerator on existing faucets to remain - see specification 220000
 - f. Remove and replace shower heads - see specification 220000
 - g. Remove extraneous window treatment hardware and other extraneous appurtenances.
 - h. Remove and replace entry door lockset and deadbolt with a new passage set and deadbolt - see specification 087100.
 - i. Remove and replace existing miniblinds with 1" cordless adjustable vinyl mini-blinds
 - j. Remove and replace existing return air filter with MERV 6 filter, field verify size
 - k. Remove and replace smoke detectors is damaged or no-functioning and replace batteries in all smoke detectors.
 - l. Test outlets for proper wiring. Repair and/or replace devices where required.
 - m. Remove, clean and reinstall all supply, return, and exhaust grilles
 - n. Replacement products installed shall be uniform across all units within scope of work.

024120 SELECTIVE DEMOLITION/DEBRIS REMOVAL

1. Contractor shall remove all items left by tenant including but not limited to furniture, clothing, food, kitchen and bath items, accessories, tenant owned appliances, etc.
2. All demolition waste materials removed from Project site shall be legally dispose of in an EPA-approved landfill acceptable to authorities having jurisdiction. Do not allow demolished materials to accumulate on-site
3. Unless otherwise indicated, demolition waste becomes property of Contractor.
4. On-site storage or sale of removed items or materials is not permitted.
5. All items shall be removed in a safe and workman like manor. Throwing items from windows is not permitted.
6. Contractor is to avoid causing damage to existing construction. Repair of damage caused by debris removal shall be the responsibility of the contractor.
7. Use of on-site dumpsters is permitted. Contractor shall coordinate with the owner as to location. Contractor shall be responsible for any permits required by authorities having jurisdiction.

061000 ROUGH CARPENTRY

1. Framing shall comply with American Wood Council Wood (AWC) publication WCD 1 - Details for Conventional Wood Frame Construction, latest edition.
2. Floor members design for deflection shall be at least $l/480$ unless stiffer design deflection is indicated on the drawings.
3. Material Schedule:
 - All wood: 19% maximum moisture content
 - Stud framing: Any species allowed by ANSI National Design Specification (NDS) for Wood Construction
 - Joist framing: Any species allowed by ANSI National Design Specification (NDS) for Wood
 - Plywood: American Plywood Association (APA) product guide for Performance Rated Panels
4. Install firestopping and fireblocking in walls and soffits as required by IRC.
5. All work shall be installed straight, plumb, level and true.

062000 FINISH CARPENTRY

1. Provide door casing and handrails where indicated on the drawings.
2. Casing may be pine, poplar, manufactured finger jointed-primed or other approved by Owner for a painted finish.
3. One piece casing shall match existing profile.
4. Exposed plywood panels for interior casework repair shall be veneer grade, no exposed edges. Finish to match existing
5. Stair Handrail shall be stain grade oak, round profile style to match existing.
6. Handrails shall be stained finish to match existing casework in units.
7. Finished handrail assemblies shall support 300# concentrated load applied at any point along top rail. Install handrail brackets directly to studs at 32" OC.
8. Scribe and cope trim for accurate fit.
9. Install all work straight, plumb, level, true, fit all joints tightly.

079000 SEALANTS

1. Sealants for interior use shall be "Advanced Silicone 2" as manufactured by GE (BASIS OF DESIGN)
2. Sealant schedule:
 - Interior joints at wet/damp locations: silicone
 - Interior joints: acrylic
3. Sealant shall be selected as appropriate for width of joint and adjacent materials and in keeping with manufacturer's performance characteristics.
4. Install sealants in accordance with manufacturer's instructions.

081000 DOORS AND FRAMES

1. Steel doors with wood edges shall be 1-3/4 thick", insulated, wood frame. Style to match existing. Prep door and frame to receive required hardware.
2. Interior wood doors shall match existing profile, thickness and finish.
3. Door frames shall be split jamb, wood, primed for painted finish.
4. Exterior doors shall receive threshold and weatherstripping. Install to create complete seal at perimeter of door and frame and threshold.
5. Doors and frames shall be reinforced and prepared to receive required hardware.
6. Install all work level and plumb, provide proper clearances, ease of operation and proper latching.

085000 WINDOWS

1. Energy ratings for windows shall meet the following minimum requirements:
U-0.32
2. Aluminum windows shall have, low - e insulated glass, single hung operation,
3. Window materials and hardware colors to match existing.
4. Provide fiberglass insect screens at all operable units from manufacturer's standard options.
5. Install and weatherproof window per manufacturer's installation instructions. Adjust sash for smooth operation and proper latching.
6. Windows where top of sill is located more than 72" above adjacent exterior grade and less than 24" above finished floor shall provide a fall device that meets ASTM F-2090

087100 DOOR HARDWARE

1. Door hardware shall be of sufficient quantity, size and strength to properly operate and fit doors sizes and function as indicated herein and on plans.
2. Exterior doors shall receive full weather-stripping at head, jamb and sill where indicated.
3. Install wall mounted stop at doors opening against adjacent walls. Provide two hinge stops per door when opening against adjacent doors. Verify style and size with Owner.
4. Install all hardware in accordance with manufacturer's instructions.
5. Adjust all hardware for smooth operation and proper latching of doors.
6. Door Location Hardware Schedule:
 - a. Exterior Doors: passage spherical doorknob set, manually rekey-able deadbolt with thumb turn
 - b. Bathroom and bedroom doors: privacy set spherical knob
 - c. Typical hinged door: passage set spherical knob
 - d. Closet doors: Dummy knob, ball catch
7. Deadbolt basis of design shall be Kwikset Control lock 816 15 SMT, satin nickel finish featuring a double keyway for separate tenant and landlord keys. Equals will be accepted by Schlage, Yale, Dexter, Best.
8. Privacy and passage basis of design shall be Schlage Orbit style handle, F40ORB626/F10ORB626. Equals will be accepted by Kwikset, Yale, Dexter, Best.

092000 GYPSUM BOARD AND PLASTER

1. Replacement gypsum board shall match existing thickness.
2. Replacement gypsum board for tile backer shall be mold/moisture resistant and match existing thickness.
3. Finish shall be three coat work, smooth, in all areas.
4. Provide all required trims and accessories for proper, finished installation.
5. Install work in accordance with United States Gypsum Company's recommendations.

093000 TILING

1. Inspect existing substrate. If the substrate is solid and sound, tile shall be installed on existing substrate. If substrate is not solid and sound, substrate shall be replaced with mold and moisture resistant gypsum board.
2. Tile color and profile shall match existing.
3. Shower walls shall be sealed using fluid applied waterproofing and crack isolation membrane system with joint treatments as recommend by waterproofing manufacturer for the substrate.
4. Grout shall be compatible with type of tile and location to ensure proper performance, color selected from manufacturer's standard options.
5. Wall tile shall be installed with adhesive method.
6. Grout joints and sealed upon completion.
7. Clean all work at final completion.

096500 RESILIENT FLOORING AND ACCESSORIES

1. Resilient flooring shall be DeGradus 6x48x2mm as manufactured by Six Degrees. Color selected by owner. Glue down vinyl plank flooring. Equal products will accepted by Patcraft, Tarkett, Shaw, and Mannington.
2. Where existing VCT occurs, VCT shall remain and new flooring shall be overlaid. Prep existing flooring per manufacturer's instructions.
3. Where flooring is going over existing structural panel wood sub-floor, provide ¼" luan sub-floor. Install per manufacturer's instructions.
4. Vinyl Plank shall be glue down. Use adhesive products per manufacturer's instructions.
5. Provide all materials and accessories for proper installation. Transition strips shall be rubber.
6. Plan layout to minimize joints, butt all joints tightly, leave space for expansion and contraction at walls and other obstructions as required by manufacturer.
7. Provide manufacturer's instructions for proper care of flooring.
8. Cove base shall be 4" rubber base in continuous rolls with pre-formed outside corners, color as selected by Owner.
9. Stair treads shall be adhered rubber treads with integral nosings with matching risers and landings, color to match base.
10. Remove existing stair treads and landings. Prepare substrate and install treads, nosings, risers and landings per manufacturer's recommendations.

099000 PAINTING AND COATING

1. Paints and stains shall be provided from the following manufacturers: Benjamin Moore, PPG/Porter, Pratt & Lambert, Sherwin Williams, Cabot, Minwax, Olympic. Alternates shall be subject to Owner approval.
2. Color shall be matched to existing walls and ceilings.
3. Paint Schedule:
Interior gypsum board ceilings: 1 coat latex primer, 2 coats eggshell latex, final coat roller applied
Interior gypsum board walls: 1 coat latex primer, 2 coats eggshell latex, final coat roller applied.

Interior wood trim (paint): 1 coat acrylic primer, 2 coats semi-gloss latex enamel
Interior wood trim (stain): 1 coat oil base stain sealer, 2 coats satin finish polyurethane

Existing gypsum board and wood trim which was previously coated shall receive 1 coat latex, sheen to match. Add additional coat if required to cover. Any touch up areas shall be feathered to blend.
4. Prepare all surfaces to receive paint. Finished work shall be free of surface defects.
5. Painter shall install sealants as required to achieve finished appearance at items abutting walls and trim. Fill all nail holes.
6. Leave work clean and adjacent surfaces free of splatters, drips etc.
7. Install in accordance with manufacturer's instructions for each substrate condition, temperature range for application and type of paint.

102800 TOILET BATH ACCESSORIES / TUB SURROUNDS

1. Toilet accessories shall match existing style and finish.
2. Verify location and mounting heights of all accessories with Owner prior to installation.
3. Tub surrounds shall be white fiberglass panels. Caulk all joints.
4. Install accessories in accordance with manufacturer's instructions.

105600 SHELVING

1. Closet shelving shall be wire units, baked enamel, integral rod for clothes hanging.
2. Anchor all support brackets ONLY to blocking or studs,
3. Install in accordance with manufacturer's instructions.

113013 RESIDENTIAL APPLIANCES

1. Kitchen equipment includes replacement gas ranges and refrigerators where indicated.
2. Kitchen equipment shall match the style, size, and function of existing equipment.
3. Confirm capacity of existing gas and electric utilities against the utility connections of equipment to be installed.
4. Verify all equipment selections and locations with Owner.
5. Provide all accessories needed for a complete proper installation.
6. Install all equipment level and plumb and in accordance with manufacturer's instructions.

123000 CASEWORK

1. Cabinets, cabinet hardware and countertops shall be selected by Owner, installed by General Contractor.
2. Cabinet supplier shall submit shop drawings for review prior to installation for review by Owner.
3. All cabinets placed against walls shall be anchored to blocking and or studs. Island cabinets shall be anchored to subfloor AND joists.
4. Provide all required fillers and accessories to provide proper clearances for door and drawer operation including clearances for pulls.
5. Scribe fillers and tops to walls as needed for finished appearance. Joints shall not be wider than ¼"
6. Install cabinets level and plumb.
7. Adjust cabinet doors, drawer fronts for proper alignment, and smooth operation

220000 PLUMBING

1. All work shall conform with applicable codes and ordinances.
2. Provide all material and labor required for the replacement of fixtures and fittings as noted on the plans.
3. Install replacement fixtures and fittings in style and finish to match existing where indicated.
4. Remove and replace all lavatory and sink aerators with size as follows:
 - a. 0.5 gpm toilet room, 1.5 gpm kitchen
5. Remove and replace all shower heads with 2" face diameter, 2.0 gpm (max) fixed shower head, chrome finish

230000 HEATING VENTILATION AIR-CONDITIONING

1. Remove, clean and reinstall all supply, return, and exhaust grilles unless otherwise noted for replacement.
2. All work shall conform with applicable codes and ordinances.
3. Protect ductwork from infiltration of dust and debris during construction. Install new filters at completion of project.
4. Install all work in accordance with manufacturer's instructions.
5. Replacement exhaust fans shall provide 110 cfm, min., 1 sone max sound rating.

260000 ELECTRICAL

1. All work shall conform with applicable codes and ordinances.
2. Contractor shall test existing receptacles for proper wiring and grounding, re-wire at device where required for code compliant installation.
3. Replacement devices shall be tamper resistant.
4. Contractor shall remove and replace 4' fluorescent fixtures in kitchen with new 12" surface mount fixture.
5. Replacement light fixtures shall be 12" round, surface mount units with translucent cover and replaceable LED bulbs to match existing elsewhere in unit.
6. All LED fixtures or lamps for light fixtures shall have 3000 K color temperature rating.
7. Contractor shall replace all smoke detector batteries.
8. Replacement smoke/ carbon monoxide detectors shall be hardwired, interconnected, w/ battery backup.
9. Cover plates shall be thermoplastic nylon, color to match existing.
10. Install all work in accordance with manufacturer's instructions.
11. All replacement bulbs shall be 60w equivalent 3000k LED bulbs.