

# **PROJECT MANUAL**

**For**

**BUILDING STABILIZATION  
WELLSTON STATION  
6111 Dr. Martin Luther King Dr.  
St. Louis, Missouri**



**Land Reutilization Authority  
of the City of St. Louis**

**August 2015**

## INVITATION

The Land Reutilization Authority of the City of St. Louis ("Authority") will receive sealed bids for **BUILDING STABILIZATION, WELLSTON STATION, 6111 Dr. Martin Luther King Dr., St. Louis, Missouri** ("Project").

All bids are to be submitted pursuant to the terms and conditions in this Invitation, the Instructions to Bidders. The selected Bidder must be a qualified contractor licensed by the City of St. Louis. **The work required for the Project includes the preservation of the current facility through careful removal of existing material, in addition to the salvage and storage of indicated materials for re-use. The selective demolition shall include the complete replacement of the roof, structural repairs to the columns and trusses supporting the roof structure and repairs and restoration of exterior building elements, including slate siding, windows, trim, decorative elements, etc., and the painting of those elements. Temporary enclosure of the site during construction procedures shall also be included in the project. Interior work is limited to the installation of a handrail on a portion of the stairs from the first floor to the second floor. The current occupant will vacate the premises during the construction period and will resume operations upon completions of the project. See Specification Section 0103 for specific regarding protections required for the resumption of operations for that business., as required by the attached Contract and the identified Drawings, Construction Specifications and other Bid Documents (collectively, the "Contract Documents").** The Bidders will familiarize themselves with the Project site prior to submission of bids.

**Bids will be received by the Authority at 1520 Market Street, Suite 2000, St. Louis, MO 63103, (Attention: Ms. Aminah T. Wright) until 3:00 P.M. local time on September 14, 2015 at which time and place all bids shall be publicly opened. Potential Bidders may obtain all Bid Documents from the Authority at the following address:**  
<https://www.stlouis-mo.gov/government/procurement.cfm>.

**A pre-bid conference meeting will be held Wednesday, August 26, 2015 at 1:00 PM in the St. Louis Development Corporation Board Room, 1520 Market Street, (2nd floor). All questions asked during the pre-bid conference will be reduced to writing and written responses thereto will be circulated to all parties who have obtained copies of the Bid Documents from the Authority. All potential Bidders should attend and bring their major subcontractors to the pre-bid conference.**

A Certified Check or bank draft, payable to the Authority, or a satisfactory Bid Bond, executed by the Bidder and an acceptable Surety, in an amount equal to five (5) percent of the bid, shall be submitted with each bid. The bid security must be held for at least thirty (30) calendar days, or until the Contract is awarded to the successful Bidder. The bid security of any unsuccessful Bidder shall be returned to the Bidder within fifteen (15) calendar days after the Authority rejects the applicable bid.

Attention is called to the fact that no less than the minimum wages and salaries, as set forth in the Bid Documents, must be paid on this Project, and that the participating contractors shall insure that employees and applicants for employment are not discriminated against because of their race, creed, color, age, national origin, physical handicap, or sex, and shall take affirmative action in the employment of lower income residents of the City.

The work which the Contractor shall be required to perform under this Contract shall be commenced at the time stipulated by the Authority in the Notice to Proceed; **all work shall be scheduled and completed within 180 calendar days subsequent to the execution of the contract, as outlined in the Construction Specifications. This schedule assumes no significant increase in volumes listed on the Bid Form.**

The maximum utilization of minority and women - owned business enterprises (MBE/WBE) will be sought for all work proposed in this Project, with goals of 25% minority-owned and 5% women-owned business enterprise utilization. Participating contractors must submit reports to the Authority, on forms approved by the Authority, which demonstrate contractors' good faith efforts to achieve said goals.

In order to be eligible to bid, Bidders must submit complete and acceptable documentation and information as required in these Bid Documents. The Authority does not warrant that a Contract will be awarded based on the submitted bids. The Authority reserves the right to reject any and all bids, and the right to waive informalities in the bidding. In particular, the Authority reserves the right to reject any bid, notwithstanding its price, for any reason considered by the Authority to be relevant to the Bidder's potential performance, including but not limited to past performance on other projects, claims history, financial capacity and stability of the Bidder, workforce and management capability of performing the work within the required Time for Completion and consistent with the other requirements of the Contract Documents, relevant experience and qualifications (or lack thereof), the Bidder's willingness to execute the required Contract and any other information requested by or furnished in response to this Invitation in the attached Instructions to Bidders.

An applicant will not be considered if any affiliate entity, board member, or member of the development team (including consultants) has been debarred and listed on System for Award Management (SAM).

Applicants must be able to successfully pass City of St. Louis Central Business Index (CBI) Clearance, which includes having a current City business license and enrollment with the Earnings Tax Department of the City Collector of Revenue Office.

Applicants assume all risk of any predevelopment fund expended before selection is formally approved. Upon submitting an application, respondent acknowledges that he/she assumes all risks of changes in HUD rules and regulations and/or CDA policies concerning its subsidy programs, together with any adverse effects upon therefrom and any resulting costs thereof.

No bid shall be withdrawn for a period of ninety (90) calendar days subsequent to the opening of bids without the express written consent of the Authority.

### **Land Reutilization Authority of the City of St. Louis**

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## **INSTRUCTIONS TO BIDDERS**

The Authority has utilized Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development (HUD) to revitalize the property. Since these funds are being used, the redevelopment project must comply with certain federal regulations and other related requirements.

### **1. USE OF SEPARATE BID FORMS**

These Bid Documents (items as listed in the Index) include a complete set of Bid and Sample Contract Forms, which are for the convenience of Bidders and are not to be detached and filled out or executed. Separate copies of Bid Forms are furnished for that purpose.

### **2. INTERPRETATIONS**

No oral interpretation will be made to any Bidder as to the meaning of the Bid Documents or any part thereof. Questions regarding any matter pertaining to the performance of the Project or the Bidder's response shall be made in writing to Ms. Aminah Wright, Major Projects Manager via email: [wrighta@stlouis-mo.gov](mailto:wrighta@stlouis-mo.gov). Questions received five (5) or more calendar days prior to the date fixed for opening of bids will be given consideration. Every interpretation made to a Bidder will be in the form of an Addendum to the Bid Documents, and when issued will be on file in the office of the Authority, at least three calendar days before bids are opened.

### **3. PRE-BID CONFERENCE**

A pre-bid conference will be held at **1:00 p.m. on August 26, 2015** at the offices of St. Louis Development Corporation, located at 1520 Market Street, Suite 2000, St. Louis, Missouri 63103. All questions asked during the pre-bid conference will be reduced to writing and written responses thereto will be circulated to all parties who have obtained copies of the Bid Documents from the Authority. All potential Bidders should attend **and bring their major subcontractors to the pre-bid conference.**

### **4. INSPECTION OF PROJECT SITE**

The Project Site **will be made available from 2:00 p.m. to 4:00 p.m. on August 26, 2015.** In this regard, all prospective Bidders are directed to Section 7 of the General Conditions, which provides that the selected Contractor shall be responsible for, and shall bear all costs associated with, any conditions which are observed or are reasonably capable of observation pursuant to a thorough inspection of the Project site prior to execution of the Contract. A visit to the Project site to determine the site characteristics and the conditions under which the work will be performed will be critical to all Bidders. The day of the pre-bid conference may be the only opportunity to do so. The successful Bidder, by the execution of the Contract, shall in no way be relieved of any obligation due to its failure to review or examine any information made available to the Bidder prior to execution of the Contract, or its failure to visit the site and become fully acquainted with the conditions at the site. Pursuant to the Contract, the Contractor shall not be entitled to any claim for any increase in the Contract Price, any extension of the Time for Completion or any other damages or relief based on facts which the Contractor could have noted upon a thorough examination of all accessible aspects of the site and/or a review of all available information prior to the execution of the Contract.

## 5. BID DOCUMENTS

An electronic version of the Project Manual, including the Drawings and Construction Specifications shall be issued with the RFP. A complete set of Bid Documents will be available for review Monday through Friday, during their respective business hours at the following locations:

Land Reutilization Authority of the City of St. Louis  
c/o SLDC, 1520 Market Street, Suite 2000  
St. Louis, Missouri 63103  
314-657-3700  
Contact: Aminah T. Wright, Major Projects Manager

MOKAN  
5261 Delmar Boulevard, Suite B  
St. Louis, MO 63108  
314-454-9675  
314-361-9806 (fax)  
[planroom@mokanccac.org](mailto:planroom@mokanccac.org)

Cross Rhodes Reprographics  
1720 Macklind Ave  
St. Louis, MO 63110  
314 678-0087  
[www.x-rhodes.com](http://www.x-rhodes.com)

## 6. ALTERNATIVE BIDS

- a. An Alternate Bid for repair and restoration of existing windows under the roof structure on the second floor, including painting shall be provided on the BID FORM. Acceptance of Alternate No. 1 shall be subject to the bid results and the project budget.

## 7. BIDS

- a. All bids must be submitted in triplicate on forms supplied by the Authority and shall be subject to all requirements of the Bid Documents, including the Contract, the Drawings, Construction Specifications and these INSTRUCTIONS TO BIDDERS. All Bids must be regular in every respect and no interlineations, excisions or special conditions shall be made or included in the Bid Form by the Bidder. However, the Authority reserves the right to waive informalities in the bidding, in the sole discretion of the Authority.
- b. Bid Documents, including but not limited to the Bid, the Bid Guaranty, the Non-Collusive Affidavits and Bidder's Qualifications, shall be enclosed in a SEALED envelope labeled with the words "**Building Stabilization, Wellston Station Bid Documents,**" as well as **the name of the bidder and date and time of Bid Opening**, in order to guard against premature opening of bid.

- c. The Authority may consider as irregular any bid on which there is an alteration of or departure from the Bid Form hereto attached, and, in its sole discretion, may reject any Bid or Bids, so altered or changed.
- d. The Authority shall interpret the Contractor's act of submitting a bid proposal to the Authority to mean that the Contractor has satisfied itself as to the quantities and has ascertained at the site by inspection, investigation, measurement, or otherwise, all circumstances affecting the cost of performing the work.
- e. All Bidders are required to prepare a written Section 3 Plan as a part of their bid(s). A Section 3 Plan is a mandatory contract requirement. Proposals which do not contain a complete Section 3 Plan, including all required forms, will be considered non-responsive. All responsive offers' Section 3 Plans will be evaluated for compliance and are retained for HUD auditing purposes. Instructions on how to prepare a Section 3 Plan is provided in Appendix G-7.

## **8. BID GUARANTY**

- a. The Bid must be accompanied by a Bid Guaranty which shall equal five (5) percent of the amount of the Bid, and at the option of the Bidder, may be Certified Check, Bank Draft, or a Bid Bond secured by a guaranty or a surety company listed in the latest issue of U.S. Treasury Circular 570. The amount of such Bid Bond shall be within the maximum amount specified for such company in said Circular 570. The practice of multiple sureties joining together to issue a satisfactory Bond, shall not be allowed. No Bid will be considered unless it is so guaranteed. Certified Check or Bank Drafts must be made payable to the order of the Land Reutilization Authority of the City of St. Louis. Cash deposits will not be accepted. The Bid Guaranty shall ensure the execution of the contract and the furnishing of Performance and Payment Bond by the successful Bidder, all as required by the Bid Documents. Bid Bonds must be submitted in triplicate.
- b. Revised bids, if representing an increase in excess of two (2) percent of the original bid, must have the Bid Guaranty adjusted accordingly; otherwise the original bid shall remain in force.
- c. In case the Bid Guaranty is in the form of a Certified Check or Bank Draft, the Authority may make such disposition of the same as will accomplish the purpose for which submitted.

## **9. NON-COLLUSIVE AFFIDAVIT**

Each person or corporation submitting a bid for the work contemplated in the Bid Documents, shall execute an affidavit in the form herein provided, to the effect that is has not colluded with any other person, firm or corporation in regard to any bid submitted. Such affidavit shall be attached to the bid in triplicate.

Before executing any subcontract, the successful Bidder shall submit the name of any proposed subcontractor for prior notification, with an attached executed Non-Collusive Affidavit of Subcontractor form, provided herein.

## **10. BIDDER'S QUALIFICATIONS**

The Wellston Station is a St. Louis City Landmark and is listed on the National Register of Historic Places. This requires that the work performed on this building complies with historic standards, including, but not limited to, any stipulations made in the Section 106 Review conducted by the St. Louis Cultural Resources Office and, in general, the Secretary of the Interior's Standards for Rehabilitation. In addition to the requirements set forth in the documents that precede these Instructions to Bidders, the Contractor shall demonstrate knowledge and experience in the restoration of historic structures and shall submit the following with any response to this RFP as an attachment to the Bid Form:

The Contractor shall provide a list of a minimum of four (4) projects completed within the last four (4) years that complied with the Secretary of the Interior's Standards for Rehabilitation. Such compliance may be demonstrated by the successful completion of the requirements for the granting of state and/or federal historic tax credits or the demonstration that the project may have qualified for such credits, had they been applied for.

**Failure to include this attachment may result in the rejection of the Bid.**

The Authority shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform the work and the Bidder shall furnish the Authority all such information and data for this purpose, as the Authority may request. The Authority reserves the right, in its sole, unrestricted discretion to reject any bid where an investigation of the evidence or information does not satisfy the Authority that the Bidder is qualified to carry out properly the terms of the Bid Documents.

## **11. CORRECTIONS**

Erasures or other changes in the Bid Forms must be explained or noted over the signature of the Bidder. Failure to comply with this may result in the disqualification of the bid submitted.

## **12. TIME FOR RECEIVING BIDS**

- a. Bids received prior to the advertised hour of opening will be kept sealed. The representative of the Authority whose duty it is to open them will decide when the specified time has arrived, and no bid received thereafter will be considered. Notwithstanding the foregoing, when a Bid arrives by mail after the time fixed for opening, but before the reading of all other Bids is completed, and it is shown to the satisfaction of the Authority that the non-arrival on time was due solely to delay in the mail service for which the Bidder was not responsible, such bid will be received and considered. The Authority will not be responsible for the premature opening of a Bid not properly addressed and identified.
- b. Bids or mid modifications received by facsimile will not be considered.
- c. Bidders are cautioned to allow ample time for transmittal of bids by mail or otherwise. Bidder should secure correct information relative to the probable time of arrival and distribution of mail at the place where bids are to be opened; and, so far as practicable, make due allowance for possible delays in order to avoid the necessity for investigations of claims that such delays in receipt of bids were due solely to delay in the mail, as provided for in this section.

### **13. OPENING OF BIDS**

At the time and place fixed for the opening of bids, the Authority will cause to be opened and publicly read aloud, every bid received within the time set for receiving bids, irrespective of any irregularities therein. Bidders and other persons properly interested may be present, in person or by representative.

### **14. WITHDRAWAL OF BIDS**

Bids may be withdrawn by written request dispatched by the Bidder in time for delivery in the normal course of business prior to the time fixed for opening; provided that written confirmation is placed in the mail and postmarked prior to the time set for bid opening. The Bid Guaranty of any Bidder withdrawing his bid in accordance with the foregoing conditions will be promptly returned. Negligence on the part of the Bidder in preparing his bid confers no right of withdrawal or modification of his bid after such bid has been opened.

### **15. REJECTION OF BIDS**

- a. The Authority reserves the right to reject the bid of any Bidder for any reason considered by the Authority to be relevant to the Bidder's potential performance. This includes, but is not limited to, the Bidder's past performance on other projects, claims history, financial capacity and stability of the Bidder, relevant experience and qualifications (or lack thereof), availability of qualified personnel to supervise, manage and perform the work, existence of adequate bonding and insurance, past payment history of the Contractor with respect to subcontractor obligations and other bills for materials, supplies, labor or related services, Bidder's willingness to execute the required Contract, the Bidder's ability to conform to the requirements of the Contract, Drawings, Technical Specifications and other Contract Documents and the Authority's assessment of whether the Contractor is capable of performing the work in a full, timely, complete and proper fashion, and any other information requested by or furnished in connection with this Invitation. In determining which Bidder, if any, the Authority concludes is the lowest responsible, responsive Bidder, the following elements, in addition to those above mentioned, will be considered: (1) the size, manpower resources and business structure of the Bidder and its capacity to perform the work; (2) whether the Bidder has adequate equipment available to do the work properly and expeditiously and in conformance with the Contract requirements; (3) whether the Bidder has suitable financial resources to meet the obligations incidental to the work; (4) whether the Bidder has appropriate technical experience; and (5) whether the bidder meets the EEO and MBE/WBE goals of the Contract.
- b. Based on the nature of the work to be performed, and the technical requirements, experience and capacity necessary in connection with UST removal, environmental remediation and related work required by the Contract, the Authority will evaluate each bid by determining the specific entity and individuals who will be performing the work on the Project. The Authority reserves the right to reject any Bidder as unqualified, if it proposes to perform the work principally through other companies who will participate in the bidding as a partner or joint venture with the Bidder.
- c. Each Bidder is required to provide a Performance Bond and Payment Bond as set forth in the Contract. In assessing the qualifications, responsibility and responsiveness of a

Bidder, the Authority may consider whether the entity submitting the bid is capable of providing the Performance and Payment Bond in its own name, or instead is providing bonding or insurance through an affiliation with another entity.

- d. Other data required by the Bid Documents includes (but is not limited to) the submittals related to the City's MBE/WBE program as described in this "Instructions to Bidders", the MBE/WBE Index and Submission Instructions and the MBE/WBE forms included in this specification.

## **16. AWARD OF CONTRACT**

**The work required for the Project includes the complete replacement of the roof, structural repairs to the columns and trusses supporting the roof structure and repairs and restoration of exterior building elements, including slate siding, windows, trim, decorative elements, etc., and the painting of those elements. Interior work is limited to the installation of a handrail on a portion of the stairs from the first floor to the second floor. Operation of the ongoing business on the first floor shall be interrupted during the stabilization project but shall be resumed upon completion of the project. See Specification Section 0103 for specific regarding protections required for the resumption of operations for that business.** The Authority has a limited budget for the performance of this work. Accordingly, each Bidder is requested to provide a grand total, lump sum bid for the activities. It is understood by the Authority that certain unknown site conditions may affect the final Project cost. The successful Bidder and the award of a Contract, however, will be based on the grand total bid, together with the other factors identified herein, and will be the result of the Authority's overall determination as to the lowest, responsible and responsive Bidder, considering, among other things, not only cost but adherence to specifications, past performance of the Bidder and such other factors as have been identified herein. The selected Bidder to whom an award is made will be notified at the earliest practicable date. The Authority however, reserves the right at its sole discretion to reject any and all bids and to waive any informality in the bids received. This includes, but is not limited to, the failure of a bidder to make reasonable good faith efforts to demonstrate the ability to meet the City's MBE/WBE goals prior to bid opening.

## **17. PERFORMANCE AND PAYMENT BOND; EXECUTING OF CONTRACT**

- a. Subsequent to the award and within five working days after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the Authority the Contract, in the form attached hereto.
- b. Having satisfied all conditions of award as set forth elsewhere in these documents, a successful Bidder shall, within the period specified in Paragraph "a" above, furnish a Performance and Payment Bond in a penal sum of at least 100% of the amount of the Contract as awarded, as security for the faithful performance of the Contract and for the payment of all persons, firms, or corporations to whom the successful Bidder may become legally indebted for labor, materials, tools, equipment, or services of any nature, including utility and transportation services, employed or used by him in performing the work. Such Bond shall be in substantially the same form included in the Bid Documents and shall bear the same date as, or a date subsequent to, the date of the Contract. This Bond shall be signed by a guaranty or a surety company listed in the latest issue of U.S. Treasury Circular 570 and the penal sum shall be within the maximum specified for such company in said Circular 570.

The practice of multiple sureties joining together to issue a satisfactory Bond, shall not be allowed.

- c. On each Bond, the rate of premium shall be stated, together with the total amount of the premium charged. The current power of attorney for the person who signs for any surety company shall be attached to such Bond.
- d. The failure of the successful Bidder to execute the Contract in the form attached hereto and to supply the required Bond within five working days after the prescribed forms are presented for signature, or within such extended period as the Authority may grant based upon reasons determined adequate by the Authority, shall constitute a default, and the Authority may either award the Contract to the next lowest responsive Bidder or re-advertise for bids, and may charge against the Bidder the difference between the amount of the bid and amount for which a Contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the Bid Guaranty. If a more favorable bid is received by re-advertising, the defaulting Bidder shall have no claim against the Authority for a refund.

## **18. WAGES AND SALARIES**

- a. The contract resulting from this opportunity is subject to the Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The current prevailing wage determination issued by the Department of Labor is provided in Appendix F-5.
- b. This Contract is subject to State of Missouri Prevailing Wage Laws. Not less than the prevailing wage rate must be paid to all workers performing work under this Contract. The contractor will forfeit a penalty of \$100 per day (or portion thereof) if a worker is paid less than the prevailing wage rate for any work done under this Contract by the contractor or subcontractor. Missouri prevailing wages are provided in Appendix G-5.

For more information, refer to Chapter 290 ("Wages, Hours and Dismissal Rights") of the Missouri Revised Statutes which is available online at:

<http://www.moga.mo.gov/mostatutes/stathtml/29000002501.HTML>

Or, contact:

Missouri Dept. of Labor and Industrial Relations  
Division of Labor Standards - Prevailing Wage Section  
PO Box 449  
Jefferson City, MO 65102-0449  
573-751-3403  
[www.dolir.mo.gov/sl/prevailingwage](http://www.dolir.mo.gov/sl/prevailingwage)  
E-mail: [prevailingwage@dolir.mo.gov](mailto:prevailingwage@dolir.mo.gov)

- c. Where the Federal and State rates differ for the same classification, the contractor is required to pay the higher rate.
- d. The rates of pay requirements set forth under the Bid Documents are the minimum rates to be paid during the life of the Contract. It is, therefore, the responsibility of Bidders to inform themselves as to the local labor conditions, such as the length of the work day and work week, overtime compensation, health and welfare contributions, labor supply and prospective changes or adjustments of rates.
- e. Any worker classification not included in Appendix C or Appendix D shall be brought to the Authority's attention immediately by the Bidder.
- f. Notwithstanding "a-e" above, no person shall be paid less than that required by the City of St. Louis' "Living Wage" as contained in Ordinance 65597.
- g. The current Federal Labor Standards Provisions (HUD 4010 form) provided by the U.S. Department of Housing and Urban Development is provided in Appendix G-8.

#### **19. EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION**

- a. Contractor agrees that in performing under this Contract neither the Contractor nor anyone under Contractor's control will permit discrimination against any employee, worker, or applicant for employment because of race, marital status, color, age, religion, sexual orientation, familial status, disability, national origin or ancestry. Such action shall include but not be limited to any action to bar employ, upgrade, or recruit, expel, discharge, demote, or transfer; layoff, terminate, or create intolerable conditions; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- b. Contractor, during its performance under this Contract, will in all printed or circulated solicitations, or other advertisement or publication for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive meaningful consideration for employment without regard to race, marital status, color, age, religion, sexual orientation, familial status, disability, national origin or ancestry. The Contractor will not make any inquiry in connection with prospective employment which expresses directly or indirectly any limitation, specification or discrimination because of race, marital status, color, age, religion, sexual orientation, familial status, disability, national origin or ancestry.
- c. Contractor will permit reasonable access by the Authority to such persons, reports, and records as are necessary for the purpose of ascertaining compliance with fair employment practices.
- d. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract, or to furnish information or permit his books, records, and accounts to be inspected, within twenty days from date requested, this Contract may be cancelled, terminated, or suspended in whole or part and Contractor may be declared ineligible for further Authority Contracts for a period of one year, by the option of the Authority. In the event this Contract is cancelled, terminated, or suspended for failure to comply with fair employment practices, the Contractor shall have no claims against the Authority for damages as a result of such cancellation termination or suspension.

- e. Contractor further agrees that these clauses (“a” through “d”) on discrimination and equal opportunity practices in all matters of employment and training for employment will be incorporated by Contractor in all Contracts or agreements entered into with suppliers of materials or services, Contractors, and subcontractors and all labor organizations furnishing skilled, unskilled, and craft union skilled labor, or who may performed any such labor or services in connection with this Contract.
- f. Whenever the Contractor is sued or threatened with litigation by a subcontractor, vendor, individual, group or association, as a result of compliance with the clauses “a” through “e”, of these provisions relating to fair employment practices, the Contractor shall notify the General Counsel of the Authority in writing of such suit or threatened suit within ten days.
- g. The Contractor will develop a written affirmative action plan to guide Contractor actions as provided in the President’s Executive Order 11246 of September 4, 1996 and any amendments or revisions thereto. This plan shall include, but not limited to, a statement of policy on employment, promotion, demotion, transfer, recruitment and recruitment advertising, layoffs and selection for training. The Contractor shall submit its affirmative action plan to CDA for review and approval prior to the award of any funds. The affirmative action plan may be included with the Contractor’s personnel policies.

## **20. MINORITY AND WOMEN-OWNED (MBE/WBE) BUSINESS ENTERPRISES:**

The City of St. Louis is committed to involving Minority and Women-owned Business Enterprises (MBE/WBE) in meaningful roles. It is the policy of the Authority that MBE/WBE firms shall have an equal opportunity to participate in the performance of this contract. The Mayor’s Executive Order 28 has established goals of 25% MBE and 5% WBE participation. A Bidder who, in accordance with the documentation requirements of this specification, has achieved the 25% MBE and 5% WBE goals shall be in compliance with this specification.

The Authority will work with the City’s Disadvantaged Business Enterprise (DBE) Program Office located at the St. Louis Airport to monitor M/WBE participation. A current directory containing the names of firms that have been certified as eligible to participate as MBE/WBEs on City contracts can be obtained from the DBE Program Office. The Authority will only count towards the MBE/WBE goals firms who, at time of Bid Opening, are certified by the DBE Program Office. Bidders should contact the DBE Program Office at 314-551-5000 to verify the status of a firm’s certification. The MBE/WBE Directory is also accessible at [www.mwdbe.org](http://www.mwdbe.org).

A Bidder who cannot achieve the 25% MBE and 5% WBE goals must provide documentation of the reasonable good faith efforts to meet the goal(s) and request a waiver from the goal(s), as prescribed in this specification. In such an instance the Bidder must be able to demonstrate that the required “good faith efforts” were initiated prior to submittal of the Bid. If the Bidder cannot demonstrate such “good faith efforts” to the satisfaction of the Authority, the Bid will be rejected as non-responsive.

M/WBE forms and additional information are provided in Appendix G-4.

- a. **Pre-Contract Award Obligations:** A bid, properly executed, shall certify that the bidder has undertaken the required good faith efforts to achieve the stated MBE/WBE goals. Each bidder will be required to submit the MBE/WBE Utilization Statement with its bid.

Failure to submit the MBE/WBE Utilization Statement as required herein will result in the bid being rejected as non-responsive.

The apparent low bidder and all other bidders still desiring to be considered for contract award must submit the MBE/WBE Utilization Plan, the Subcontractor List, the Good Faith Efforts Report and Statement, a copy of the bid solicitation to all subcontractors and, where appropriate a request for waiver, within 48 hours after bid opening. Firms bidding as a joint venture must submit a fully executed copy of the joint venture Contract at this time. Failure to submit each of the aforementioned documents will render a bid non-responsive.

To establish a responsive bid, the bidder must either document (on the MBE/WBE Utilization Plan) how the proposed utilization achieves the stated goals, or document bidder's good faith efforts expended (on the Good faith Efforts Report and Statement) prior to bid opening. For the purpose of determining the degree of goal attainment, the bidder should refer to Section Four, "Public Works Contracts" of Mayor's Executive Order #28, attached as Appendix G-3.

- b. **Requests for Waiver:** If the MBE/WBE Utilization Plan does not meet the project goals, the bidder shall seek a partial or total waiver of the project goals. The application for waiver for all or part of the project goals shall include full documentary evidence of the bidder's good faith efforts to meet the project goals and why the request for waiver should be granted. The application shall be in writing and submitted within 48 hours after bid opening. The application must include a narrative, affidavits or exhibits which verify the actions taken by the bidder to meet the project goals.
- c. **Post Contract Award Compliance:** Within fifteen (15) calendar days after the Pre-Construction Conference, fully executed copies of each MBE/WBE subcontract must be submitted to the Authority. If a bidder fails to submit the required documentation within the specified time period, the Authority may withdraw the notice of award and the bid security of that bidder may be forfeited to the Authority. In any event, the Authority will not issue a "Notice to Proceed" until the required documentation is submitted.

During construction the Contractor shall submit the Monthly MBE/WBE Utilization Report to the Authority. Changes to the approved MBE/WBE Utilization Plan will be considered by the Authority only for one of the following reasons:

1. The named MBE/WBE firm is unable to meet the delivery requirements of the construction schedule.
2. The named MBE/WBE firm is dilatory in complying with requirements of the Bid Documents.
3. The name MBE/WBE firm is prevented from performing due to bankruptcy, insolvency or otherwise.

The Contractor shall promptly report any and all proposed changes in the utilization of MBE/WBE firms to the Authority, in writing, using the Subcontractor or Supplier Substitution Form included as part of this specification.

- d. **Penalties:** If SLDC determines that a contractor or bidder has failed to comply with the City's program regarding utilization of minority and women's business enterprises, it shall report its finding to the Mayor.

The Mayor, pursuant to Article VII, Section 1 of the Charter, may subject the offending party to any or all of the following penalties and sanctions:

1. Withholding of contract award;
2. Suspension of contract;
3. Withholding of payments;
4. Rescission of contract based upon a material breach of contract pertaining to MBE and/or WBE participation;
5. Refusal to accept a proposal;
6. Disqualification of a bidder or contractor from eligibility for providing goods or services to the City for a period not to exceed one year;

## **21. NATURE OF THE BIDDER**

Based upon the technical requirements of the Contract, Drawings and Construction Specifications and the requirements for **the complete replacement of the roof, structural repairs to the columns and trusses supporting the roof structure and repairs and restoration of exterior building elements, including slate siding, windows, trim, decorative elements, etc., and the painting of those elements.** Interior work is limited to **the installation of a handrail on a portion of the stairs from the first floor to the second floor.**, the Authority will assess each submitted bid by reviewing the specific persons and companies who will be performing the work. In this regard, if any Bidder is a joint venture, partnership or other affiliation of more than one company, the Bidder shall provide all information requested by the Authority to identify the precise nature of the partnership, joint venture or other affiliation (including but not limited to a copy of the written agreement establishing the joint venture, partnership or other affiliation), and shall identify precisely the persons who will be supervising the work, and performing each principal portion of it, and identify which company will be the employer of such persons, identify the specific company that will be providing the Performance and Payment Bond and applicable insurance for the Project, and identify precisely which company will be providing the financial resources necessary for the performance of the work. In addition, any such Bidder shall provide complete and detailed financial information with respect to both companies so that the Authority may determine the financial capacity of each. In the event the selected Contractor is a joint venture, each member of the joint venture shall be jointly and separately liable to the Authority for the performance of the Contract and for any damages or other liabilities arising there under. In this regard, the Authority shall have the right, in its sole discretion, to enforce the Contract individually, severally and successively against any one of the participants in the joint venture without impairing or affecting the rights of the Authority against the other.

## **22. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED**

Prior to contract execution and as a condition of final award, the selected Contractor shall by sworn Affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this project. The Contractor shall sign an Affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with this project pursuant to the provisions of Sections 285.525 through 285.555 of the revised Statutes of Missouri, 2000, as amended. Notice and instructions regarding the requirements of this provision are included in Appendix G-6.

## **23. SECTION 106**

Section 106 of the National Historic Preservation Act of 1966 (revised) requires that all federally-funded agencies consider the effect of the proposed project on existing historic resources. Any rehabilitation or new construction project assisted with federal funding must be reviewed under the Section 106 procedures established by the Federal Advisory Council on Historic Preservation.

## **28. GENERAL RULES FOR CONTRACTING WITH CDBG FUNDS**

CDA has identified several common rules for contracting with CDBG funds:

- A. All services, professional, or construction, paid in whole or in part with CDBG funds, require the execution of a formal contract.
- B. The use of CDBG funds, regardless of the amount, for payment of any service under contract in a grant, initiates the contracting requirements. The total amount of the contract will often indicate the proper documentation to be included in the contract.
- C. All contracts should contain a clear, concise, and detailed description of the following:
  - scope of work
  - total cost
  - duration or life of the contract
  - compliance requirements
  - reporting responsibilities
  - contract provisions listed below
- D. All requests for payment for activities not clearly defined in a contract's scope of services may be denied by CDA.
- E. It is the responsibility of the Authority to manage all contracts executed for CDBG-funded projects.
- F. All contracts using CDBG funds for payment must pass a cost reasonableness test.

## **29. REQUIRED PROVISIONS FOR ALL CDBG FUNDED CONTRACTS**

In conformance with HUD regulation 24 CFR Part 84, CDA requires that The Authority include contractual provisions or conditions that allow for administrative, contractual, or legal remedies in instances where the subcontractor violates or breaches the contract terms. In addition, The Authority must include the following in all CDBG-funded subcontracts:

- A. Termination Clause: The Authority must describe the circumstances under which the parties to the contract may terminate the contract, usually described as for cause or convenience.
- B. Access Clause: The Authority must include a provision stating that CDA, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to HUD programs for the purpose of making audits, examinations, excerpts and transcriptions.
- C. Equal Employment Opportunity Clause: The Authority must include a provision that requires compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

- D. **Rights to Inventions Clause:** The Authority must include a provision that provides for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by HUD.
- E. **Debarment and Suspension Clause:** The Authority must include a provision that ensures that no contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24.
- F. **Interest of Parties Clause:** The Authority must include a provision that defines and prohibits conflicts of interest.
- G. **Compliance with Local Laws:** The Authority must include a provision that requires that the subcontractor comply with all applicable laws, ordinances, and codes of the State of Missouri and the City of St. Louis. The provision must also include language that states that the subcontractor will hold the City of St. Louis harmless with respect to any damages arising from any tort done in performing any of the work included in the contract.
- H. **Drug-Free Workplace Requirements:** The Authority must include a provision that requires that subcontractors provide drug-free workplaces.

### **30. REQUIRED PROVISIONS FOR CDBG-FUNDED CONSTRUCTION PROJECTS**

In addition to the above, The Authority must include, if applicable, the following provisions in construction and repair subcontracts:

- A. **Section 3 Clause:** The Authority must include the following HUD provided Section 3 Clause in all construction contracts:

"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 parties to this contract agree to comply with this Section and certify that they are under no contractual or other impediment that would prevent them from complying with these regulations. The contractor agrees to notify each labor organization or representative workers with which the contractor has a collective bargaining agreement of the contractor's commitments under this Section 3 clause and include this clause in every subcontract subject to compliance with the Section 3 regulations. The contractor will certify that any vacant employment positions, including training positions, that are filled after the contractor is selected but before the contract is executed with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under this section of the Code of Federal Regulations. Noncompliance with HUD's regulations in this Part may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts."

In addition, contractors and subcontractors awarded contracts of \$100,000 or more will be required to submit a Section 3 Plan to CDA before a procurement will be approved. Please contact Alana Green, CDA's Director of Administration.

- B. Copeland "Anti-Kickback" Act Clause: The Authority must include this provision in all subcontracts in excess of \$2000 for construction or repair. This Act provides that parties to a contract shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled.
- C. Davis-Bacon Act Clause: All construction, alteration and/or repair projects funded in whole or in part with federal funds must comply with the provisions of the Davis Bacon and Related Acts (as applicable). The Davis Bacon Act determines wage rates for federally assisted construction projects. On all non-residential construction, the Davis Bacon Act is triggered on all projects costing \$2,000 or more. To comply, Operating Agencies must, prior to the issuance of the bid solicitation, contact the CDA Labor Standards Monitor to request a wage determination for inclusion in the RFP. For the procurement to be approved, CDA must have pre-approved the draft RFP prior to issuance (attach CDA approval). In addition, The Authority are required to incorporate HUD Form 4010 into all RFPs and subcontracts that trigger Davis-Bacon compliance.

### **31. CDBG-FUNDED CONTRACTS IN EXCESS OF \$100,000**

Contracts in excess of \$100,000 must also include the following provisions:

- A. Payment and Performance Bond Clauses: The Authority must include a provision in construction and facility improvement contracts that requires that a contractor secure payment and performance bonds for 100% of the contract price. A payment bond is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract. A performance bond is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- B. Clean Air Act and Federal Water Pollution Control Act Clause: The Authority must include provisions that require the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act as amended.
- C. Byrd Anti-Lobbying Amendment Clause: The Authority must include a provision requiring that contractors certify that they have not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. §1352.

Contract Work Hours and Safety Standards Act (CWHSSA): The Authority must include a provision that requires adherence to CWHSSA, which requires that workers receive overtime compensation (no less than time and one-half pay) for hours they have worked in excess of 40 hours in one week.

## PROCESS

### 1. Pre-Bid

The Bidder must fulfill and document each of the following requirements:

- A. Any firm that intends to bid for the prime contract must have a notice of its intention delivered to the construction clearinghouse as soon as feasible, but no fewer than seven calendar days before the date on which the firm desires to have all quotes in hand. The notice may be delivered by fax or E-mail, but must be in writing. In addition, the notice must at a minimum contain the following:
1. The name, street address, mailing address if different from the street address, telephone and fax numbers and E-mail address of a contact person.
  2. An identification of specific items of work that the plan holder may subcontract, and
  3. Expressly encourage MBE/WBEs to quote those items.

This contact shall be recorded in the Monthly Follow-Through Report, EEO-2.

The clearinghouses are:

MOKAN (St. Louis CCAC)  
5261 Delmar Blvd., Suite B  
St. Louis, MO 63108  
(314) 454-9675

Cross Rhodes Reprographics  
1720 Macklind Ave,  
St. Louis, MO 63110  
314 678-0087

- B. Contact the organizations listed below and solicit assistance in obtaining minority workmen to be employed under the contract. These contacts shall also be recorded in the Monthly Follow-Through Report, EEO-2.

St. Louis Construction Orientation  
Intake Center  
1520 Market St., Suite 3050  
St. Louis, Missouri 63103 Phone: 657-3601

AGC Construction Training School (apprentices only)  
6301 Knox Industrial Drive  
St. Louis, Missouri 63139 Phone: 644-1525

- C. Register with appropriate agencies of the City of St. Louis ("City"). This applies also to partnerships and joint ventures.

- D. Be licensed to do business in the City. The Bidder may check with the following: License Collector, Room 104 City Hall, 1200 Market Street, St. Louis, MO 63103; Phone: 622-4528.
- E. Have paid all appropriate taxes before the Contract can be approved. The Bidder may contact the following: Collector of Revenue, Room 410 City Hall, 1200 Market Street, St. Louis, MO 63103; Phone: 622-3291.

Participants in partnerships and joint ventures additionally shall individually have complied with the above requirements.

## **2. Bid**

Each Bidder shall submit, in triplicate (3 copies), the following: (See also the Form of Bid Proposal). **A bidder who fails to submit fully executed copies of each of the following may be deemed non-responsive.**

- A. Bid Proposal Form
- B. Bid Bond
- C. Non-Collusive Affidavit
- D. Bidder's Qualifications
- E. MBE/WBE Utilization Statement (see Appendix G-4).

## **3. Pre-Award Requirements**

Within 48 Hours Following Bid Opening all bidders still desiring to be considered for contract award **must** submit the following: **A bidder who fails to submit fully executed copies of each of the following may be deemed non-responsive.**

- A. Subcontractor List
- B. MBE/WBE Forms in Appendix G-4 as applicable
- C. Copy of Bid Solicitation to Subcontractors
- D. Request for Waiver of MBE and/or WBE goals, if applicable
- E. Executed Joint Venture Contract, if applicable
- F. Section 3 General Requirements

## **4. Pre-Award Conference**

At the pre-award conference, the selected Bidder shall submit, in triplicate (3 copies), of the following: **A bidder who fails to submit fully executed copies of each of the following may be deemed non-responsive.**

- A. Certification of Agreed MBE/WBE Utilization
- B. Subcontractor Participation Form
- C. For each proposed Subcontractor with a subcontract in excess of \$500,000:
  - 1. Contractor's Compliance Report.
  - 2. Compliance Evaluation Form.
- D. Bar Chart Construction Schedule

#### **5. Award**

Successful Bidder ("Contractor") shall submit the following:

- A. Executed Contract
- B. Executed Acknowledgement
- C. Performance and Payment Bond with Power of Attorney
- D. Required Insurance Certificates

#### **6. Pre-Construction Conference**

Contractor shall submit the following:

- A. Copies of all required permits
- B. Subcontractor approval package(s), which include the following:
  - 1. Executed Subcontractor Request for Approval Form
  - 2. Non-Collusive Affidavit executed by each subcontractor
  - 3. Required Subcontractor Insurance Certificates

#### **7. Notice to Proceed**

The Authority will not issue a notice to Proceed until fully executed copies of all MBE/WBE subcontracts are received.

#### **8. Construction Phase**

Contractor shall submit the following:

- A. For every payment request, including the initial request, the following reports must be submitted to the Authority:
  - 1. Periodic Estimate for Payment, on an acceptable form.

2. Record of Payments to Subcontractors, material Suppliers and other vendors, in triplicate (see Appendix G-4).
  3. Weekly payroll documentation for Prime Contractor and all Subcontractors, in triplicate.
  4. Monthly Manpower Utilization Report.
  5. All documentation and report needed to fully comply with the Executive Orders of the Mayor of the City of St. Louis (see Appendix G-3).
  6. Partial lien waivers for the contractor and all subcontractors and suppliers, for the previous pay period.
- B. Final payment request with the following reports:
1. Required reports for payment request (see above paragraph).
  2. Executed Certificate and Release, in triplicate.
  3. MBE/WBE Final Report of Payments Report (see Appendix #2).
  4. Final lien waivers from contractor and all subcontractors and suppliers.
- C. Submit MBE/WBE Substitution Form if any subcontractor/supplier is being replaced on the project (see Appendix G-4).

**SAMPLE OF CONTRACTOR BID FORM**  
**BUILDING STABILIZATION**  
**WELLSTON STATION**  
**6111 DR. MARTIN LUTHER KING DR.**  
**ST. LOUIS, MISSOURI**

**Bidder:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City, State, and Zip Code:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

**Grand Total Bid:** \_\_\_\_\_

TO: Land Reutilization Authority of the City of St. Louis  
1520 Market Street, Suite 2000  
St. Louis, Missouri 63103  
Attention: Ms. Aminah T. Wright

1. **General:** The Bidder, having familiarized itself with the existing conditions in the area of the work affecting the cost of the work, with the Bid Documents, which included the Invitation, Instructions to Bidders, the Form of Bid Proposal, the Bid Guaranty requirements, the Form of Non-Collusive Affidavit, the Form of Contract, the Performance and Payment Bond requirements, the General Conditions, the Special Conditions, the Construction Specifications, Bid Documents and Drawings, Addenda as well as a Section 3 Plan, if any thereto, as prepared by the Land Reutilization Authority (Authority), 1520 Market Street, Suite 2000, St. Louis, Missouri 63103, and the Engineers, hereby proposes to furnish at the price indicated on this Bid Proposal, all technical personnel, labor, materials, equipment and services required to perform and complete all work required for the **BUILDING STABILIZATION, WELLSTON STATION.**
  
2. **Qualifications:** For the undersigned's Proposal to be considered for award of the contract, the following qualification documents, executed where necessary, are submitted herewith:
  - a. Contractor's Qualifications, including AIA Document 305 signed by an officer of the company;
  - b. If the Bidder is a partnership or joint venture, provide a copy of the partnership or joint venture contract;
  - c. The number of years Contractor has been engaged in demolition/remediation work of a similar nature to this project.

- d. List of full time on-site supervisory personnel to be engaged in the contract, their name, title, resumes, references, length of service with Contractor's company, specific experience including the size and dollar value of projects supervised for the on site supervisor who will be responsible for the work under this project. The identified supervisory official shall have complete authority to speak for and make commitments for the Contractor. The supervisory official shall have a minimum of five (5) years experience in projects of similar size and scope, and submit a list of owner contacts for projects performed within that time frame.
- e. A complete list of contracts performed by the Bidder involving work similar in nature, scope or technical requirements to that required for this Project, including names, addresses, telephone numbers and contact persons of the owners.
- f. A detailed description of the means, methods or procedures that will be employed by the Bidder in connection with the performance of the work on the Project.
- g. Detailed project schedule for all work reflecting completion within 180 calendar days subsequent to the execution of the contract.
- h. Evidence of Contractor's ability to obtain Performance and Payment Bond as required by the Bid Documents, shown by a letter signed by the Contractor's bonding company.
- i. Evidence of Contractor's ability to obtain insurance as required by the Bid Documents, shown by a letter signed by the Contractor's insurance company, and addressing specifically each item under the General Conditions, Section 30, Insurance.
- j. Credentials and copies of licenses of the landfill site and operator to be used for waste materials/debris.
- k. Each Bidder shall (i) submit with its Proposal, a notarized statement describing any citations and /or violations issued by any regulatory agency concerning performance on previous contracts, (ii) briefly describe the circumstance(s) involving the job(s) and citation(s)/ violation(s) and involved persons and agencies, (iii) discuss the outcome(s) of any violation(s) and (iv) answer the question, "has your firm or its agents been issued a Stop Work Order on any project within the last 24 months?" If the answer to the questions is "yes", provide details as specified above.
- l. Each Bidder shall answer the question, "Are you now or have been in the past, a party to any litigation or arbitration arising out of your performance of any contract?" If the answer to the question is "yes", provide details as specified in (1) above. You shall describe any liquidated damages assessed against you within the last 24 months.

Failure to report properly or truthfully any of the required information in Section 2, Qualifications, shall be considered sufficient cause for the Authority's rejection of the submitted Bid. In addition, the Authority reserves the right to take such steps as it deems necessary to determine the ability of each Bidder to perform the work. The Bidder shall provide to the Authority such additional information and data for this

purpose as the Authority may request. The Authority reserves the right to reject any bid or Bidder for any reason considered by the Authority to be relevant to the Bidder's potential performance, including but not limited to the Authority's investigation or consideration of the information submitted by such Bidder.

The Bidder has indicated, in figures, a Price for each of the separate items called for in the Proposal, and has shown the Gross Sum ("Grand Total Bid") in the place indicated in the Proposal as the summation of said items.

In case of Discrepancy between the Gross Sum shown in the Proposal and that obtained by adding the items of the work, the Bidder agrees that the sum of the items shall govern, and any errors found in said Sum may be corrected by the Authority.

Unbalanced proposals on which the prices for some items are out of proportion to the prices for other items will be considered as sufficient cause for the disqualification of a Bidder and the rejection of its proposal.

The Bidder agrees that the Authority may reject its bid for any or no reason and award the contract to another party, and hereby waives any claim of damages for said.

If written notice of acceptance of the above bid is mailed, telegraphed, faxed, or delivered to the Bidder within ninety (90) calendar days after the opening thereof, or at any time thereafter before this bid is withdrawn, the Bidder agrees to execute and deliver a Contract in the prescribed form and to furnish the required bond and insurance within five working days after the Contract is presented to it for signature.

Security in the sum of \_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_) in the form of \_\_\_\_\_ is submitted  
herewith in accordance with the Instructions to Bidders.

Attached hereto is an affidavit of proof that the Bidder has not colluded with any person with respect to this bid or any other bid submitted for this Contract.

The Bidder has submitted or has enclosed financial and experience statements in accordance with the Bid Documents.

Receipt is hereby acknowledged of the following addenda:

<u>Addendum No.</u>	<u>Dated</u>	<u>Acknowledged</u>
_____	_____	_____
_____	_____	_____

**3. Prices:** The following price breakdown must be filled out for the purpose of bid evaluation and to establish a schedule of values for the work. Bidders are reminded that the goal of this project is to **stabilize the building by replacing the roof, administering structural repairs and paint to the buildings' exterior. Interior work is limited to the installation of a handrail from the first floor to the second floor. The Grand Total Bid will be used in determining the selected bidder, but it is likely that some bid items may not be included in the final contract.** The bid prices shall include all labor, materials, overhead, profit, insurance, taxes, fees, permits, etc. to cover the finished work. Successful bidder agrees to:

- Accomplish the scope-of-work in accordance with requirements of the Bid Document;
- Maintain compliance with all regulatory requirements and accepted industry standards;
- Follow the HASP to maintain a safe environment during performance of the work; and
- Perform the scope-of-work in a manner that minimizes disruption to the site operations.

**LUMP-SUM PRICING:**

Lump-sum price includes all labor, materials, profit, insurance, taxes, and fees to complete the **restoration and construction** work as specified in the Bid Document.

Replacement/Repair of Roof and Building Structure

**Completely remove and replace existing roof, and repair existing structural columns and trusses supporting the roof structure. Repair, restore and paint exterior building elements, including slate siding, windows, trim, decorative elements, etc.** Lump-sum price includes all labor, materials, profit, insurance, taxes, and fees to complete the restoration for the **Building Stabilization Wellston Station** as specified in Part 2 and Part 3 of the Bid Document.

\$ \_\_\_\_\_

Interior Building work

**Install a new handrail at the stairs leading from the first floor to the second floor.** Lump-sum price includes all labor, materials, profit, insurance, taxes, and fees to complete the restoration for the **Building Stabilization Wellston Station** as specified in Part 2 and Part 3 of the Bid Document.

\$ \_\_\_\_\_

**ADD ALTERNATE:**

Restoration of Existing Windows

Repair, restore and paint the existing windows under the roof structure on the second floor. Acceptance of Alternate No. 1 shall be subject to the bid results and the project budget. Lump-sum price includes all labor, materials, profit, insurance, taxes, and fees to complete the restoration for the **Building Stabilization Wellston Station** as specified in Part 2 and Part 3 of the Bid Document.

\$ \_\_\_\_\_

**GRAND TOTAL BID:**

\$ \_\_\_\_\_

NOTE TO BIDDERS: Each unit item identified above shall include all costs to accomplish the specified item (including necessary supervision, labor, equipment, applicable permits, taxes, etc.). Please note that quantity estimates on the bid sheet are provided for bid comparison purposes only. Payment will be based upon actual quantities as determined by Engineer (or its representative's) field observations and measurements.

ITEMIZED FEE SCHEDULE: Bidder will submit an itemized fee schedule with their Bid Form indicating unit rates for labor, materials, and equipment for performing the UST work. The fee schedule will become part of the subcontract agreement.

The contract resulting from this opportunity is subject to the Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The current prevailing wage determination issued by the Department of Labor is provided in Appendix G-5.

**BID EXECUTION:**

Bidder agrees that the bid pricing will remain firm for a period of 60 calendar days following the bid-closing time. The Bid Form will be executed by an authorized agent of the company binding the Bidder to a legal subcontract agreement.

**4. Subcontractors.** The names and addresses of the major subcontractors who will be used on the project are (use additional sheets as necessary):

<b><u>Name</u></b>	<b><u>Address</u></b>	<b><u>Specialty</u></b>
a. _____	_____	_____
_____	_____	_____
b. _____	_____	_____
_____	_____	_____
c. _____	_____	_____
_____	_____	_____

The undersigned further declares that it has carefully examined the Bid Documents, plans, specifications, and the job site, and has satisfied itself as to all quantities and conditions and understands that in signing this proposal, it waives all right to plead any misunderstanding regarding these documents and conditions.

The total fee proposed to accomplish all of the work indicated on the plans and specifications shall be reflected in the above line item breakdown. In the event that there is some doubt as to where a specific material or labor cost should be included, Contractor shall verify with the Authority or provide a written clarification as to the description of work included in a specific category. This proposal shall be binding on all of the heirs, successors, assigns, executors, and administrators of the undersigned.

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, and Zip Code: \_\_\_\_\_

Telephone Number: \_

Authorized Agent: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX A: NON-COLLUSIVE AFFIDAVIT**

State of Missouri     )  
                                  )SS  
City of St. Louis     )

\_\_\_\_\_being first duly sworn, deposes and says:

That he/she is \_\_\_\_\_  
of \_\_\_\_\_  
\_\_\_\_\_, the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly, or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by Contract or collusion or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the St. Louis Development Corporation, acting on behalf of the **Land Reutilization Authority** of the City of St. Louis, or any person interested in the proposed contract; and that all statements in said proposal of bid are true, that the prices quoted in the attached bid are fair and proper and not tainted by any collusion, conspiracy and connivance and place responsibility on, in addition to the bidder, its agents, representatives, owners, employees, or parties in interest.

Signature of Bidder:

By: \_\_\_\_\_

subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_  
20\_\_\_\_.

\_\_\_\_\_  
(Notary Public)

My Commission Expires: \_\_\_\_\_.

**APPENDIX B: SAMPLE CONTRACT FORM**

THIS CONTRACT, MADE THE \_\_\_\_\_ day of \_\_\_\_\_, 2015, by between \_\_\_\_\_ hereinafter called the "Contractor", and the **Land Reutilization Authority** of the City of St. Louis, hereinafter called the "Authority".

WITNESSETH: That the Contractor and the Authority, for the consideration stated herein, mutually agree as follows:

ARTICLE 1: The Contractor shall furnish all supervision, technical personnel, labor, material, machinery, tools, equipment and services, including utility and transportation services, and perform and complete all work required for **BUILDING STABILIZATION, WELLSTON STATION, 6111 DR. MARTIN LUTHER KING DR., ST. LOUIS, MISSOURI.**

ARTICLE 2: The Contract Price. The Authority will pay the Contractor for performance of this Contract in current funds subject to additions and deductions as provided for in the "Changes in Work" Section, GENERAL CONDITIONS, the sum of \_\_\_\_\_ (\$ \_\_\_\_\_ )

ARTICLE 3: The executed Bid Documents will consist of the following:

- a. This Contract
- b. Project Manual
- c. Signed Bid Proposal Form
- d. Bid Bond
- e. Non-Collusive Affidavit
- f. Non-Collusive Affidavit-Subcontractor
- g. Performance and Payment Bond
- h. CDA Construction Procurements Guidelines

THIS CONTRACT, together with the other documents enumerated in Article 3 herein, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, form the Contract between the parties hereto. In the event that any provision of any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this Article 3 shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in \_\_\_\_\_ original copies on the day and year first above written.

SEAL:

**Land Reutilization Authority  
of the City of St. Louis**

ATTEST:

\_\_\_\_\_

BY:

\_\_\_\_\_

TITLE:

Otis Williams  
Executive Director

APPROVED FOR LEGAL FORM AND ADEQUACY:

\_\_\_\_\_  
JACQUELINE HARRIS Assistant City Counselor

SEAL:

\_\_\_\_\_  
(Contractor)

ATTEST:

\_\_\_\_\_

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_

SAMPLE

**APPENDIX C: ACKNOWLEDGEMENT**

STATE OF MISSOURI        )  
  )SS  
CITY OF ST. LOUIS        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me appeared Otis Williams, to me personally known, who, being by me duly sworn, did say that he is the Executive Director of the **Land Reutilization Authority of the City of St. Louis**, a public body corporate and politic of the State of Missouri, and that the seal affixed to the forgoing instrument is the corporate seal of said corporation, and said instrument was signed and sealed in behalf of said corporation by authority of its Board of Commissioners, and said Otis Williams acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid, the day and year first above written.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF MISSOURI        )  
  )SS  
CITY OF ST. LOUIS        )

On this \_\_\_\_\_ of \_\_\_\_\_, 2015, before me personally appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that he is \_\_\_\_\_ of \_\_\_\_\_, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid, the day and year first above written.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

## APPENDIX D: GENERAL CONDITIONS

### 1. DEFINITIONS

Wherever used in any of the Bid Documents, the following meanings shall be given to the terms herein defined:

- A. The term “Contract” means the Contract executed by the Authority and the Contractor, of which the General Conditions form a part.
- B. The term “Authority”, “Local Authority”, or “Local Public Agency” means the St. Louis Development Corporation acting on behalf of the Land Reutilization Authority of the City of St. Louis, which is authorized to undertake this Contract.
- C. The term “Contractor” means the person, firm or corporation, partnership or joint venture, entering into the contract with the Authority to perform the work to be done under this Contract.
- D. The term “Contracting Officer” means the person within the Authority’s organization duly authorized by the governing body thereof to administer contracts for and in the name of the Authority. It does not necessarily mean the person executing this Contract. The Authority will advise the Contractor of the name of the person or official who is designated as the Contracting Officer.
- E. The term “Engineer” means the Engineer in charge serving the Authority, its successor or any other person or persons designated or employed by the Authority for the purposes of directing or having charge of the work embraced in this Contract and/or having provided technical documents. The Authority will advise the Contractor of the name of the person or official who is designated as the Engineer.
- F. The term “Bid Documents” means and shall include the following: Executed Contract, Addenda (if any), Invitation for Bids, Instructions to Bidders, Signed Copy of the Bid, Form of Bid Bond, Form of Non-Collusive Affidavits, Form of Performance and Payment Bond, the General Conditions, the Exhibits, Special Conditions, Construction Specifications, the Drawings, and all other documents listed in the Index of Bid Documents.
- G. The term “Drawings” means the drawings listed under the “Schedule of Drawings”, and/or included in the drawings obtained by the Contractor.
- H. The term “Construction Specifications” means that part of the Bid Documents which describes, outlines and stipulates the quality of any materials to be furnished: the quality of workmanship required; and the manner and methods to be employed in the work to be done under this Contract.
- I. The term “Addendum” or “Addenda” means any changes, revisions or clarifications of the Bid Documents which have been duly issued by the Authority to prospective Bidders prior to the time of receiving bids.

- J. The term "Work Day" shall refer to an eight (8) hour period, Monday through Friday, excluding federal holidays, beginning no earlier than 6:00 AM and ending no later than 5:00 PM.

## **2. COMMUNICATIONS**

- A. All notices, demands, requests, instructions, approvals, proposals, and claims must be made in writing.
- B. Any notice to or demand upon the contractor shall be sufficiently given if delivered at the office of the Contractor stated on the signature page of the form of Bid Proposal (or at such other office as the Contractor may, from time to time, designate in writing to the Authority), or if deposited in the United States Mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph or delivery company for transmission, in each case addressed to such office.
- C. All papers required to be delivered to the Authority shall, unless otherwise specified in writing to the Contractor, be delivered to the office of the St. Louis Development Corporation, 1520 Market Street, Suite 2000, St. Louis, Missouri 63103 (Attention: Ms. Aminah Wright), and any notice to or demand upon the Authority shall be sufficiently given if so delivered or if deposited in the United States Mail in a sealed, postage prepaid envelope, or delivered with charges prepaid to any telegraph or delivery company for transmission to said Authority at such address, or to such representatives of the Authority or to such other address as the Authority may, from time to time, subsequently specify in writing to the contractor for such purpose.

## **3. SUPERINTENDENCE BY CONTRACTOR**

- A. Except where the Contractor is an individual and gives his personal superintendence to the work, the Contractor shall provide a competent superintendent, (or more than one superintendent if double shifts are performed) satisfactory to the Authority and the Engineer, on the work at all times during working hours with full authority to act for it. The Contractor shall also provide an adequate staff for the proper coordination and expediting of work.
- B. The Contractor shall lay out its own work and it shall be responsible for all work executed by it under the Contract. It shall verify all figures and elevations before proceeding with the work and will be held responsible for any error resulting from its failure to do so.

## **4. SUBCONTRACTS**

- A. The Contractor shall not execute a Contract with any subcontractor or permit any subcontractor to perform any work included in this Contract until it has submitted a non-collusive affidavit from the subcontractor in substantially the form provided, has submitted the subcontractor's insurance certificate, and has received written approval of such subcontractor from the Authority. Said approval shall in no way make the Authority liable for any act or deed, or result of the use of, the Contractor's subcontractor.
- B. No proposed subcontractor shall be disapproved by the Authority except for cause.

- C. The Contractor shall be fully responsible to the Authority for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.
- D. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with all provisions of the Contract and Bid Documents.
- E. Nothing contained in the Contract shall create any contractual relation between any subcontractor and the Authority.

## **5. CONTRACTS**

The Authority or other entities may award, or may have awarded, other contracts for additional work at or near the project area, and the Contractor shall cooperate fully with such other Contractors, by scheduling his own work with that to be performed under other Contracts as may be directed by the Authority. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor as scheduled.

The laws of the State of Missouri shall govern the interpretation and enforcement of this Contract.

This Contract constitutes the entire Contract between the parties with respect to the subject hereof and neither has been induced to make or enter into this Contract by reason of any oral or written Contract or representation other than as contained herein.

The failure of the Authority in any instance to insist upon strict performance of any of the terms hereunder or to exercise any rights conferred herein shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or rights on any future occasion.

Financial records, supporting documentation, statistical records and all other records pertinent to any activity under this contract shall be retained by the Contractor for a period of three (3) years from the date of final payment under this contract.

## **6. SCHEDULING AND COORDINATION OF THE WORK**

- A. The Contractor shall be responsible for the proper scheduling of all work and for the coordination of the operations of all trades, subcontractors, or material persons engaged upon this Contract. It shall be prepared to guarantee to each of its subcontractors, the locations and measurements which they may require for the fitting of their work to all surrounding work.
- B. The Contractor shall coordinate all of the work under this Contract with work to be done by others.
- C. The Contractor shall conduct its work so as not to interfere with functioning of existing sewers. Extreme care shall be observed to prevent debris from entering existing sewers as a result of his work. This section "c" shall not apply to sewers which are currently unused, are not to be used in the future, and are to be demolished as part of this contract.

- D. The Contractor shall make allowance for and pay for all incidental and overhead expense of coordinating its work and work by others.
- E. The work must be scheduled and accomplished in stages as approved by the Engineer.

## **7. RESPONSIBILITIES OF CONTRACTOR**

Except as otherwise specifically stated in the Bid Documents and Construction Specifications, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, heat, power, transportation, superintendence, temporary construction of every nature, charges, levies, fees, permits, or other expenses and all other services and facilities of every respect and within the specified time.

If, through acts of neglect on the part of the Contractor, any other Contractor or any subcontractor shall suffer loss or damage on the work, the Contractor shall settle with such other Contractor or subcontractor by Contract or arbitration, if such other Contractor or subcontractor will so settle. If such other Contractor or subcontractor shall assert any claim against the Authority on account of any damage alleged to have been so sustained, the Authority will notify this Contractor, who shall defend at this own expense any suit based upon such claim, and, if any judgment or claims against the Authority shall be allowed, the Contractor shall pay or satisfy such judgment or claim and pay all costs and expenses in connection therewith.

Contractor acknowledges that the work is to be performed in strict conformance with all means, methods and procedures specified in the Contract Documents (including but not limited to any disposal procedures, wrecking or abatement methodologies or dust mitigation and control requirements set forth therein). Contractor agrees that alternative methods and procedures to those that are specified in the Contract Drawings will not be allowed, even if they are otherwise permitted by applicable law, regulation or industry practice. The Contract Price will not be increased, and the Time for Completion will not be extended, based on any claim by the Contractor that it expected or assumed it could employ different or alternative means, methods or procedures from those required by the Contract Documents, regardless of whether such different or alternative means, methods or procedures are or have been permitted on other projects (whether by the Authority or any other entity) or are or have been allowed by any applicable law or regulation or any industry custom, standard or practice.

In addition, Contractor acknowledges, that except for those means, methods or procedures that are specified in the Contract Documents, Contractor is solely responsible to develop, determine and implement such means, methods and procedures as are required to perform the work in a full, timely, complete and proper fashion, in accordance with all requirements of the Contract Documents and applicable law. In this regard, Contractor represents that it has visited the Project site, has examined carefully all of the Contract Documents, has reviewed all reports and other information relating to the conditions at the Project site that have been identified to the Contractor in connection with the solicitation or submission of the Contractor's bid and the negotiation of this Contract, and has made a reasonably thorough inspection of the Project site (during which inspection the Contractor has correlated its personal observations with the requirements of the Contract Documents and has acquainted itself with all physical and observable conditions under which the work will be performed). Based on the foregoing, the Contractor assumes responsibility for (and shall not be entitled to any increase in the Contract Price or extension of the Time for Completion or to any other damages or additional

compensation based on) any conditions at the site that the Contractor reasonably should have anticipated or detected, based on the information made available to the Contractor prior to the execution of the Contract (including a reasonably thorough inspection of the Project site). Specifically in this regard, Contractor acknowledges and agrees that the Contract Price will not be increased, and the Time for Completion will not be extended, based on any expectation or assumption by Contractor that any particular means, methods, procedures or sequences could be employed in connection with the work (other than those specified in the Contract Documents) if the reason such means, methods, procedures or sequences cannot be employed, is a condition that was observable by, or disclosed to, the Contractor prior to the execution of this Contract.

## **8 BID DOCUMENTS AND DRAWINGS**

The Authority, if requested by the Contractor, will furnish the Contractor, without charge, up to six (6) copies of the Bid Documents, including Construction Specifications and Drawings. Additional copies requested by the Contractor will be furnished at cost.

## **9. JOB OFFICES**

The Contractor may provide such job site offices as needed for this project at its sole expense. Authority must approve of its location on site.

## **10. PAYMENTS TO CONTRACTOR**

### **A. Payments**

1. The Contractor shall prepare its requisition for payment, as described in "Process" Section 8 (page 21), as of the last day of the month and submit it, with the required number of copies, to the Engineer for approval. The amount of the payment due the Contractor shall be determined by deducting from the total value of work complete to date, (1) ten percent (10%) of the total amount, to be retained until final payment and (2) the amount of all previous payments. The total value of work complete to date shall be based on the estimated quantities of work completed and on the unit price and lump sum amounts contained in the Bid Documents. Copies of all contractor and subcontractor invoices and documentation shall be available for inspection by the Engineer.
2. The Contractor, upon payment by the Authority, shall within ten (10) calendar days issue payment to all subcontractors and suppliers owed monies for that payment period.

B. **Final Payment**

3. After final inspection and acceptance by the Engineer and the Authority of all work under Contract, the Contractor shall prepare its requisition for final payment, as described in "Appendix to the Instructions to Bidders VIII" on page 24, which shall be based upon the carefully measured or computed quantity of each item of work at the applicable unit prices and/or lump sums stipulated in the Contract. Contractor and all subcontractors agree that the Authority's measured or computed quantities will control with respect to payment.
4. The total amount of the final payment due the Contractor under this contract shall be the amount computed as described above less all previous payments.
5. Final payment to the Contractor shall be made subject to its furnishing the Authority with a release in satisfactory form of all claims against the Authority arising under and by virtue of its contract, other than such claims, if any, as may be specifically excepted by the Contractor from the operation of the release as provided under Section 15 DISPUTES, GENERAL CONDITIONS.
6. The Authority, before paying the final estimate, may require the Contractor to furnish releases or receipts from all subcontractors having performed any work and all persons having supplied materials, equipment and services to the Contractor, if the Authority deems the same necessary in order to protect its interest. The Authority, however, may make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments so made shall in nowise impair the obligations of any surety or sureties furnished under this Contract.
7. Withholding of any amount due the Authority under the section entitled "Liquidated Damages" in the SPECIAL CONDITIONS, shall be deducted from the final payment due the Contractor.

C. **Withholding Payments**

The Authority may withhold from any payment otherwise due the Contractor so much as may be necessary to protect the Authority, and if it so elects, may also withhold any amounts due from the contractor to any subcontractors or material dealers, for work performed or material furnished by them. The foregoing provisions shall be construed solely for the benefit of the Authority and will not require the Authority to determine or adjust any claims or disputes between the Contractor and his subcontractors or material dealers, or to withhold any monies for their protection unless the Authority elects to do so. The failure or refusal of the Authority to withhold any monies from the Contractor shall in nowise impair the obligations of any surety of sureties under any bond or bonds furnished under this Contract. The Authority at its option and expense may additionally utilize escrow agents for the disbursement of funds, and/or make joint payments to contractor and subcontractor as it deems necessary.

The Authority may withhold an appropriate amount of payment of a monthly estimate if the Contractor should fail to comply with any of the requirements set forth in the Contract. In addition, if the Contractor employs the services of other persons to execute any specific portions of work included in this Contract, the Contractor shall make Contract to make monthly payments thereto. If any person so employed presents to the

Authority evidence that such monthly payments have not been made, whereupon an investigation reveals the evidence to be true, then the Authority may withhold payment to the Contractor until such time as a Contract, satisfactory to the Authority, has been reached between the Contractor and the person employed.

To ensure that the obligations under subcontracts awarded to subcontractors are met, the Authority will review the Contractor's efforts to promptly pay subcontractors, vendors or suppliers for work performed in accordance with the executed subcontracts. The contractor shall pay subcontractors, suppliers and vendors, including MBE/WBEs their respective subcontract amount within 10 calendar days after the contractor receives payment from the Authority for the items performed by the subcontractors. The contractor shall provide the subcontractors with a full accounting to include quantities paid and deductions made from the subcontractor's payment at the time the check is delivered. Failure to do so without cause may result in an amount equal to the amount owed the subcontractor, vendor or supplier, plus 10% of the amount, being withheld by the Authority from the contractor on the next payment. Said amount will continue to be withheld by the Authority until the subcontractor is paid the amount due plus interest equal to the prime rate plus 1.5%. Notification from the subcontractor that payment has been received will be required if this clause is invoked. The Authority may require the contractor to certify the amount paid to subcontractors.

D. Payments Subject to Submission of Certificates

Each payment to the Contractor by the Authority shall be made subject to submission by the Contractor of all written certifications required of him and his subcontractors by the section entitled CONTRACTOR'S CERTIFICATES under GENERAL CONDITIONS, and as elsewhere required in the Bid Documents.

**11. CHANGES IN THE WORK**

- A. The Authority may make unilateral changes in the scope of the work required to be performed by the Contractor under the Contract, by making additions thereto, or by omitting work therefrom, without invalidating the Contract, and without relieving or releasing the Contractor from any of its obligations under the Contract or any guarantee given by it pursuant to the Contract provisions, and without affecting the validity of the guaranty bonds, and without relieving or releasing the surety or sureties of said bonds. All such work shall be executed under the terms of the original Contract unless it is expressly provided otherwise.
- B. Except for the purpose of affording protection against any emergency endangering life or property, the Contractor shall make no change in the materials used, or in the specified manner of work, or supply additional labor, services or materials beyond that actually required for the execution of the Contract, unless in pursuance of a written order from the Authority authorizing the Contractor to proceed with the change. No claim for an adjustment of the Contract Price, will be valid unless so ordered by the Authority in writing.
- C. If applicable unit prices are contained in the Contract (established as a result of either a unit price bid or a Supplemental Schedule of Unit Prices) the Authority may order the Contractor to proceed with desired changes in work, the value of such changes to be determined by the measured quantities involved and the applicable unit prices specified

in the Contract; provided that, the net value of all changes does not increase or decrease the original total amount shown in the Contract by more than ten percent (10%) in accordance with the section entitled UNIT PRICES under INSTRUCTIONS TO BIDDERS.

- D. Each change order shall include in its final form:
1. A detailed description of the change in work.
  2. The Contractor's proposal (if any) or a conformed copy thereof.
  3. A definite statement as to the resulting change in the contract price and/or time.
  4. The statement that all work involved in the change shall be performed in accordance with contract requirements except as modified by the change order.

## **12. CLAIMS FOR EXTRA COST**

- A. If the Contractor claims that any instructions by Drawing or otherwise involve extra cost or extension of time, it shall, within ten calendar days after the receipt of such instructions, and in any event before proceeding to execute the work, submit its protest thereto in writing to the Authority stating clearly and in detail the basis of its objections. No such claim will be considered unless so made.
- B. Any discrepancies which may be discovered between actual conditions and those represented by the Drawings and maps shall at once be reported to the Authority and work shall not proceed except at the Contractor's risk, until written instructions have been received by it from the Authority.
- C. If, on the basis of the available evidence, the Authority determines that an adjustment of the Contract Price and/or Time is justifiable and equitable, the procedure shall then be as provided in Section 11, CHANGES IN THE WORK of the GENERAL CONDITIONS.

## **13. TERMINATION, LIQUIDATED DAMAGES, DELAYS, AND SUSPENSIONS**

- A. Termination of Contract.
1. **Cause:** If the Contractor refuses or fails to prosecute the work with such diligence as will ensure its completion within the time specified in these Bid Documents, or as modified as provided in these Bid Documents, the Authority by written notice to the Contractor, may terminate the Contractor's right to proceed with the work. Upon such termination, the Authority may take over the work and prosecute the same to completion, by contract or otherwise, and the Contractor and his sureties shall be liable to the Authority for any additional cost incurred by the Authority in its completion of the work, and they shall also be liable to the Authority for liquidated damages for any delay in the completion of the work, as provided below. If the Contractor's right to proceed is so terminated, the Authority may take possession of and utilized in completing the work such materials, tool, equipment, and plant as may be on the site of the work and necessary therefore. Contractor shall not be relieved of liability for damages sustained by the Authority as a result of breach of this Contract by Contractor,

and the Authority may withhold payment to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Authority from the Contractor is determined.

2. **Convenience:** The Authority may additionally terminate this Contract at any time for any reason by notice in writing from the Authority to the Contractor. Said termination shall be effective immediately upon Contractor receipt of such notice. In the event of termination of this Contract by the Authority, Contractor shall be entitled to receive compensation for any satisfactory work completed by Contractor through the effective date of termination. In no event shall Contractor have a claim for loss or profit damages in the event of termination hereunder. Rights to terminate hereunder shall be in addition to and without prejudice to any other right or remedy.

B. Liquidated Damages for Delays.

If the work is not completed within 180 calendar days subsequent to the execution of the contract, as required by Section 1, TIME FOR COMPLETION under SPECIAL CONDITIONS, including any extensions of time for excusable delays as herein provided, the Contractor shall pay to the Authority as fixed, agreed, and liquidated damages for each calendar day of delay, until the work is completed and accepted, the amount as set forth in Section 2, LIQUIDATED DAMAGES under SPECIAL CONDITIONS, and the Contractor and its sureties shall be liable to the Authority for the amount thereof.

C. Excusable Delays.

The Contractor shall not be charged with Liquidated damages for any delays in the completions of the work due:

1. To any acts of the Government, including controls or restrictions upon, or requisitioning of materials, equipment, tools or labor by reason of war, National Defense, or any other national emergency;
2. To any acts of the Authority;
3. To causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including acts of God or of public enemy, acts of another Contractor in the performance of some other contract with the Authority, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions; and
4. To any delay of any subcontractor occasioned by any of the causes specified in subparagraphs (1), (2), (3) and (4) of this paragraph "C" which directly affects the Contractor's ability to maintain his schedule.

Provided, however, that the Contractor promptly notifies the Authority within ten (10) calendar days in writing of the cause of the delay. Upon receipt of such notification, the Authority shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and the terms of this Contract, the delay is

properly excusable, the Authority shall extend the time for completing the work for a period of time commensurate with the period of excusable delay, only to the extent that said period of excusable delay directly affects the Contractor's ability to perform the work, and delays critical path activities necessary for project completion.

No payment, compensation or adjustment of any kind (other than the extensions of time provided for) shall be made to the Contractor for damages because of hindrances or delays from any cause in the progress of the work, whether such hindrances or delays be avoidable or unavoidable, and the Contractor agrees that it will make no claim for compensation, damages or mitigation of liquidated damages for any such delays and will accept in full satisfaction for such delays said extension of time.

D. Suspension of Contract:

1. The Authority may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for a period of time that the Authority determines appropriate for the convenience of the Authority.
2. If the performance of all or any part of the work is, for an unreasonable period of time suspended, delayed or interrupted (i) by an act of the Authority in the administration of this contract or (ii) by the Authority's failure to act within the time specified in this contract (or within a reasonable time if not specified) an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.
3. A claim under this clause shall not be allowed unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of the final payment under the contract;

**14. ASSIGNMENT OR NOVATION**

The Contractor shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the written consent of the Authority; provided, however, that assignments to banks, trust companies, or other financial institutions may be made without the consent of the Authority. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered, and materials, tools, and equipment supplied for the performance of the work under this Contract in favor of all persons, firms, or corporations rendering such labor or services or supplying such materials, tools, or equipment.

## **15. DISPUTES**

- A. All disputes arising under this Contract or its interpretation, whether involving law or fact or both, or extra work, and all claims for alleged breach of contract shall within ten (10) calendar days of commencement of the dispute, be presented by the Contractor to the Authority for decision. All papers pertaining to claims shall state the facts surrounding the claim in sufficient detail to identify the claim together with its character and scope.
- B. In the meantime the Contractor shall proceed with the work as directed. Any claim not presented within the time limit specified within this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten calendar days of its commencement, the claim will be considered only for a period commencing ten (10) calendar days prior to the receipt by the Authority of notice thereof.
- C. The Contractor shall submit in detail its claim and its proof thereof. Each decision by the Authority will be in writing and will be mailed to the Contractor by registered or certified mail, return receipt requested.
- D. If the Contractor does not agree with any decision of the Authority, it shall in no case allow the dispute to delay the work but shall notify the Authority promptly in writing that it is proceeding with the work under protest, and it may then except the matter in question from the final release.

## **16. CONSTRUCTION SPECIFICATIONS AND DRAWINGS**

Anything mentioned in the Construction Specifications and not shown on the Drawings or shown on the Drawings and not mentioned in the Construction Specifications shall be of like effect as if shown on or mentioned in both. In case of difference between Drawings and Construction Specifications, the matter shall be immediately submitted to the Engineer and the Authority, without whose decision, said discrepancy shall not be adjusted by the Contractor, save only at its own risk and expense.

## **17. REQUESTS FOR INFORMATION**

It shall be the responsibility of the Contractor to make timely requests of the Authority for any additional information not already in the Contractor's possession which should be furnished by the Authority under the terms of this Contract, and which the Contractor will require in the planning and execution of the work. Such requests must be submitted from time to time immediately as the Contractor becomes aware of the need for supplementary information and each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing, and list the various items and the latest date by which each will be required by the Contractor. The first list shall be submitted within two weeks after Contract award and shall be as complete as possible at that time. The Contractor shall, if requested, furnish promptly any assistance and information the Engineer may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in its work or to others arising from its failure to comply fully with provisions of this Section.

## **18. MATERIAL AND WORKMANSHIP**

- A. Unless otherwise specifically provided for in the Construction Specifications, all workmanship, equipment, materials and articles incorporated in the work shall be new and the best grade of the respective kinds for that purpose. Where equipment, materials, articles or workmanship are referred to in the Construction Specifications as “equal to” any particular standard, the Engineer shall decide the question of quality and equality.
- B. The Contractor shall furnish at the earliest possible time to the Authority and the Engineer for approval the manufacturer’s detailed specifications for all machinery, mechanical and other special equipment, which it contemplates installing together with full information as to type, performance characteristics, and all other pertinent information concerning all other materials or articles which the Contractor proposes to incorporate in the work. (See Section – SAMPLES, CERTIFICATES AND TESTS, GENERAL CONDITIONS).
- C. Machinery, mechanical and other equipment, materials or articles installed or used without such prior approval shall be at the risk of subsequent rejection.
- D. Materials specified by reference to the number or symbol of a specific standard, such as an ASTM standard, a Federal Specification or other similar standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the bid opening, except as limited to type, class or grade, or modified in such reference. The standards referred to, except as modified in the Construction Specifications, shall have full force and effect as though printed therein.
- E. The Authority may require the Contractor to dismiss from the work any such company or employee or employees as the Authority or the Engineer may deem incompetent, or careless, or insubordinate, or otherwise detrimental to the satisfactory completion of the project. In no event shall any entity or individual have a claim for loss or profit damages in the event of termination hereunder.

**19. SAMPLES, CERTIFICATES AND TESTS**

- A. The Contractor shall submit to the Engineer all material or equipment samples, certificates, affidavits, etc., as called for in the Bid Documents or required by the Engineer, promptly after award of the Contract and acceptance of the Contractor’s bond. No such material or equipment shall be manufactured or delivered to the site, except at the Contractor’s own risk, until the required samples or certificates have been approved in writing by the Engineer. Any delay in the work caused by later or improper submission of samples or certificates for approval shall not be considered just cause for an extension of the contract time.
- B. Each sample submitted by the Contractor shall carry a label giving the name of the Contractor, the project for which it is intended, and the name of the producer. The accompanying certificate or letter from the Contractor shall state that the sample complies with contract requirements, shall give the name and brand of the product, its place of origin, the name and address of the producer, and all specifications or other detailed information which will assist the Engineer in passing upon the acceptability of the sample promptly. It shall also include the statement that all materials or equipment furnished for use in the project will comply with the samples and/or certified statements.

Certifications and tests to prove conformance with the Construction Specifications shall be furnished and paid for by the Contractor, as requested by the Authority.

- C. Approval by the Engineer (in conjunction with the Authority and its design team) of any materials shall be general only and shall not constitute a waiver of the Authority's right to demand full compliance with Contract requirements. After actual deliveries, the Engineer will have such check tests made as it deems necessary in each instance and may reject materials, equipment and accessories for cause, even though such materials and articles have been given prior general approval. If materials, equipment or accessories which fail to meet check tests have been incorporated in the work, the Engineer will have the right to cause their removal and replacement with proper materials or to demand and secure such reparation by the Contractor as is equitable.
- D. Except as otherwise specifically stated in the Contract, the costs of sampling and testing will be divided as follows:
  - 1. The Contractor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, or as directed by the Engineer to be taken except those samples taken on the project by the Engineer;
  - 2. The Contractor shall assume all cost of re-testing materials which fail to meet contract requirements;
  - 3. The Contractor shall assume all costs of testing materials offered in substitution for those found deficient; and
  - 4. The Authority will pay all other expenses.

## **20. PERMITS AND CODES**

- A. The Contractor shall give all notices required by and comply with all applicable laws, ordinances, and codes of federal, state, and local governments. All environmental abatement, remediation, demolition and construction work and/or utility installations shall comply with all applicable ordinances and codes, including all written waivers. Before installing any work, the Contractor shall examine the Drawings and Construction Specifications for compliance with applicable ordinances and codes and shall immediately report any discrepancy to the Authority. Where the requirements of the Drawings and Construction Specifications fail to comply with such applicable ordinances or codes, the Authority will adjust the Contract by Change Order to conform to such ordinances or codes (unless waivers in writing covering the difference have been granted by the governing body or department) and make appropriate adjustment in the Contract Price or stipulated unit prices.
- B. Should the Contractor fail to observe the foregoing provisions and proceed with the demolition, construction, and/or install any utility at variance with any applicable ordinance or code, including any written waivers (notwithstanding the fact that such installation is in compliance with the Drawings and Construction Specifications), the Contractor shall remove such work without cost to the Authority, but a Change Order will be issued to cover only any excess cost the Contractor would have been entitled to

receive if the change had been made before the Contractor commenced work on the items involved.

- C. The Contractor shall at its own expense, secure and pay to the appropriate department of the local government the fees or charges for all permits, including permits for street pavements, sidewalks, sheds, removal of abandoned water taps, sealing of house connections, drains, pavement cuts, building, electrical, plumbing, water, gas, demolition, abatement, and sewer permits, and other permits as required by the local regulatory body or any of its agencies, including street and sidewalk easements and closings.
- D. The Contractor shall comply with applicable federal, state, and local laws and ordinances governing the disposal of surplus excavation, materials, debris, and rubbish on or off the Project Area and commit no trespass on any public or private property in any operation due to or connected with the work embraced in this Contract.
- E. The Contractor shall pay for securing all permits, inspection deposits, and charges, required by the City of St. Louis and the Metropolitan St. Louis Sewer District, and notify all parties concerned before proceeding with the required work.

## **21. CARE OF WORK**

- F. The Contractor shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the prosecution of the work, and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the Authority.
- G. In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorization from the Authority, is authorized to act at the Contractor's discretion to prevent such threatened loss or injury, and the Contractor shall so act. The Contractor shall likewise act if instructed to do so by the Authority. Any compensation claimed by the Contractor on account of such emergency work will be determined by the Authority as provided in the Section – CHANGES IN THE WORK under GENERAL CONDITIONS.
- H. The Contractor shall avoid damage as a result of its operations to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc., and it shall at its own expense completely repair any damage caused by its operations.
- I. The Contractor shall shore up, brace, underpin, secure, and protect as may be necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the work embraced in this Contract. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the Authority from any damages on account of settlements or the loss of lateral support of adjoining property, and from all loss or expense and all damages for which the Authority may become liable in

consequence of such injury or damage to adjoining and adjacent structures and their premises.

## **22. ACCIDENT PREVENTION**

- A. The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of its prosecution of the work. The safety provisions of applicable laws and building and construction codes shall be observed, and the Contractor shall take, or cause to be taken, such additional safety and health measures as the Contractor may determine to be reasonably necessary. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, Inc., to the extent that such provisions are not in conflict with applicable laws. The Contractor shall comply with all pertinent provisions of the Contract Work Hours and Safety Standards Act as amended, commonly known as the Construction Safety Act, as pertains to health and safety standards, and all OSHA regulations and requirements.
- B. The Contractor shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the Authority with reports concerning these matters upon written request by the Authority.
- C. The Contractor shall indemnify and save harmless the Authority from any claims for damages resulting from personal injury and/or death suffered or alleged to have been suffered by any person as a result of any work conducted under this Contract.

## **23. SANITARY FACILITIES**

The Contractor shall, as needed, furnish, install, and maintain ample sanitary facilities for all workers. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required by the sanitary codes of the State and local government. Drinking water shall be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations.

## **24. USE OF PREMISIES**

- A. The Contractor shall confine its equipment, storage or materials, and construction operations to the areas described in the Construction Specifications and/or as shown on the Drawings and as prescribed by ordinances or permits, or as may be directed by the Authority, and shall not unreasonably encumber the site or public rights-of-way with its materials and construction equipment.
- B. The Contractor shall comply with all reasonable instructions of the Authority and the ordinances and codes of the local government, regarding signs, advertising, traffic, fires, explosives, danger signals, and barricades.

**25. REMOVAL OF DEBRIS, CLEANING, ETC.**

- A. The Contractor shall, periodically or as directed by the Engineer during the progress of the work, remove and legally dispose of all surplus material and debris, and keep the Project Area and public rights-of-way reasonably clear. Upon completion of the work, he shall remove all temporary construction facilities, debris and unused materials provided for the work, and put the project area and public rights-of way in a neat and clean condition. Trash burning on the site will not be allowed.
- B. Upon completion of the work, or as directed by the Authority during the work, the Contractor shall remove all temporary offices, structures and facilities from the site, except for the fencing, the same to become his property, and leave the site of work clean and in the condition required by the Contract.

**26. INSPECTION**

- A. All materials and workmanship shall be subject to inspection, examination, or test by the Authority and the Engineer at any and all times during the work and at any and all places where such work is carried on. The Authority shall have the right to reject defective material and workmanship or require its correction. Unacceptable workmanship shall be satisfactorily corrected by the Contractor.
- B. If the Contractor fails to proceed at once with the correction of rejected workmanship or defective material, the Authority may contract or otherwise have the defects remedied or rejected materials removed from the Project Area and charge the costs of the same against any monies which may be due the Contractor, without prejudice to any other rights or remedies of the Authority.
- C. The Contractor shall promptly furnish all materials reasonably necessary for any test which may be required. (See Section – SAMPLES, CERTIFICATES AND TESTS, under the GENERAL CONDITIONS, PART I.) All tests by the Authority will be performed in such manner as not to delay the work unnecessarily and shall be made as described in the Construction Specifications.
- D. Neither inspection, testing, approval nor acceptance of the work in whole or in part, by the Authority or its agents shall relieve the Contractor or his sureties of full responsibility for materials furnished or work performed not in strict accordance with the Contract.

**27. REVIEW BY THE AUTHORITY**

The Authority, its authorized representatives and agents, and representatives of any appropriately authorized government agencies shall, at all times have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, material invoices, and other relevant data and records pertaining to this Contract, provided, however, that all instructions and approval with respect to the work will be given to the Contractor only by the Authority through its authorized representatives or agents.

**28. DEDUCTION FOR UNCORRECTED WORK**

If the Authority deems it not expedient to require the Contractor to correct work not done in accordance with the Bid Documents, an equitable deduction from the Contract Price will be made by the Authority and subject to settlement, in case of dispute, as herein provided.

## **29. INSURANCE**

- A. The Contractor shall submit to the Authority for review and approval, evidence of its Workers Compensation, Commercial General Liability, Builder's Risk, and Auto Liability policies and shall similarly submit evidence of its Subcontractor's policies before each commences work. The policies shall be scheduled on an approved form and shall be kept in force until the Contractor's work is accepted and taken over by the Authority. Contracts of insurance (covering operations under this Contract) which expire before the Contractor's work is accepted and taken over by the Authority, shall be renewed and submitted to the Authority for its approval. All insurance policies carried during the life of this Contract must be true "occurrence" policies, and shall contain no sunset provision.
- B. The Contractor shall purchase and maintain and require his Subcontractors to purchase and maintain, in a Company or companies acceptable to the Authority, and name the Authority and others as additional insured on such, insurance as will protect from claims set forth below which may arise out of or result from the Contractor's operations under the Contract, whether the operations are performed by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.
1. Claims under Workers' Compensation and other similar laws which are applicable to the work to be performed.
  2. Claims for damages because of bodily injury, occupational disease or sickness, or death of the Contractor's employees.
  3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees.
  4. Claims for damages which are sustained by any person as a result of the following offenses: false arrest, libel, slander, invasion of privacy, discrimination, and other personal injuries.
  5. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom;
  6. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle;
  7. Claims for damages because of employee dishonesty by any of the Contractor's employees.
  8. Claims involving contractual liability insurance.
- C. The insurance required shall be written for not less than the following, or greater if required by law:

1. Commercial General Liability – combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence, \$2,000,000 annual aggregate. If the annual aggregate is exhausted, the contractor will be required to reinstate the limits.

Such insurance shall include:

- a) Premises/Operations;
  - b) Independent Contractor's;
  - c) Products/Completed Operations to be maintained for two years after final payment;
  - d) Contractual Liability, including both written and oral contracts;
  - e) Personal Injury Liability;
  - f) Explosion, Collapse, and Underground Hazards;
  - g) Sudden and Accidental Pollution;
  - h) Delete Care Custody & Control Exclusion.
2. Comprehensive Automobile Liability:  
  
Liability - \$1,000,000  
Personal Injury Protection – Statutory  
Uninsured Motorists – Statutory
  3. Workers' Compensation – Statutory  
  
Employer's Liability - \$1,000,000
  4. Builders Risk

A "complete value" Form, issued for the full contract value as executed and amended from time to time, with a "waiver-of-occupancy" endorsement.

- D. Certificates of Insurance acceptable to the Authority shall be filed with the Authority within five (5) working days of the date of Notice of Award. These Certificates shall contain a provision that coverage afforded under these policies will not be cancelled, non-renewed, or materially changed until at least thirty (30) days prior written notice has been given to the Authority. The Certificates should include a positive statement evidencing that these coverage amounts are included.
- E. The minimum amount of coverage required or actual coverage carried shall not be construed to limit the liability of the contractor or subcontractor.
- F. All insurance policies shall be carried with financially responsible insurance companies which are licensed admitted carriers in the state of Missouri, covered under the guarantee fund, and approved by the Authority. All insurance companies must have the following minimum qualifications as rated in the most recent edition of the Best's Key Rating Guide:
  1. A rating classification of "A-" or better, and
  2. A financial size category of "Class XIII" or larger.

All such companies shall have representatives in the metropolitan St. Louis area.

- G. Due to the nature of and location of the work it is required that liability insurance policies name the Land Reutilization Authority of the City of St. Louis, the City of St. Louis, The State of Missouri, and the St. Louis Development Corporation, as Additionally Insured. All policies shall contain a Waiver of Subrogation in favor of these entities.
- H. The insurance required to be carried for this project shall be job specific, and the required coverage levels, including any annual aggregate, shall apply separately to this project. Certificates of Insurance shall specifically denote compliance with this requirement.
- I. The Contractor shall carry sufficient comprehensive insurance on its equipment at the site of work on route to and from site to fully protect the Contractor; the Contractor shall require the same coverage of its Subcontractors. It is expressly understood and agreed that the Authority and Engineer shall have no liability for damage to equipment.
- J. The Contractor shall remain fully liable and responsible for all obligations under the Bid Documents, whether or not the insurance provided by the Contractor is approved by the Authority, and whether or not it is sufficient in amount, quality, or coverage to protect the Contractor against such liability, and shall pay and make good all such obligations to the full extent such insurance does not cover them.
- K. Any insurance carried by the Authority and the St. Louis Development Corporation, and their officers, agents, employees, successors and assigns which may be applicable, shall be deemed to be excess insurance, and the Contractor's and Subcontractor's insurance shall be deemed primary for all purposes despite any conflicting provision in the Contractor's and Subcontractors' policies to the contrary. The Contractor and Subcontractors must provide an endorsement to their insurance policies stating that their policies are primary.
- L. All insurance policies carried by the Contractor and/or all Subcontractors under this contract shall be presented in entirety to the Authority for review upon written or faxed notice from the Authority within a maximum of five (5) working days from the date of said notice.
- M. The liability policies of the Contractor and Subcontractor shall not contain any provisions which would exclude coverage for damage to that portion of any area where work is not occurring.
- N. The term Subcontractor shall mean any Subcontractor or Sub-subcontractor of any tier. All subcontractors must comply with all the provisions of Section 132. Insurance.
- O. To the fullest extent permitted by law, the Contractor and Subcontractors shall indemnify and hold harmless the entities in Paragraph "g.", and all agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work including violation of any applicable environmental law, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor,

Subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.

- P. In claims against any person or entity indemnified under this paragraph by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under Workers' or Workmens' Compensation Acts, Disability Benefit Acts or other employee benefit acts.
- Q. The Contractor shall identify upon written request by the Authority what loss control service its insurance carrier is providing.
- R. The Contractor and all Subcontractors will furnish a list of all claims on a quarterly basis which are related to work performed by them for the Authority and will arrange for meetings with the carriers to discuss specific claims if requested by the Authority. The Contractor and Subcontractors shall advise the Authority if an entity other than the carrier will handle claims.

### **30. INDEMNIFICATION**

To the fullest extent permitted by law, the Contractor and Subcontractors shall indemnify and hold harmless all the entities enumerated under General Conditions in Section 29, Paragraph "g.", and all agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work including violation of any applicable environmental law, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, Subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.

In claims against any person or entity indemnified under this paragraph by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under Worker's or Workmen's Compensation Acts, Disability Benefit Acts or other employee benefit acts.

### **31. PATENTS**

The Contractor shall hold and save the Authority, the St. Louis Development Corporation, and the City of St. Louis, their officers, and employees, harmless from liability of any nature of kind, including costs and expenses, for, or on account of, any patented or unpatented invention,

process, article, or appliance manufactured for use in the performance of the Contract, including its use by the Authority, unless otherwise specifically stipulated in the Construction Specifications.

### **32. WARRANTY OF TITLE**

No material, supplies, or equipment for the work shall be purchased subject to any charted mortgage or under a conditional sale or other Contract by which an interest therein or in any part thereof is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies, and equipment installed or incorporated in the work, and, upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed thereon by it to the Authority free from any claims, liens, or charges. No Contractor or any person, firm or corporation furnishing any material or labor for any work covered by this Contract shall have any right to impose a lien upon any structure, improvement or appurtenance thereon. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any bond given by the Contractor for their protection, or any rights under any law permitting such persons to look to funds due the Contractor in the hands of the Authority. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for work when no formal contract is entered into for such materials.

### **33. GENERAL WARRANTY**

Neither the final certificate of payment nor any provisions in the Contract nor partial or entire use of the clearance, improvements or products of the work embraced under this Contract by the Authority or the public or other recipient thereof shall constitute an acceptance of work not done in accordance with the Contract, or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of one (1) year from the date of final acceptance of the work. The Authority will give notice of defective materials and work with reasonable promptness.

### **34. SIGNS**

Subject to prior approval of the Authority as to the size, design, type and location, and to local regulations, the Contractor or subcontractor may erect temporary signs for purposes of identification and controlling traffic. The Contractor shall furnish, erect and maintain the signs and signage as may be required by Safety Regulations and necessary to safeguard life and property. The Contractor shall furnish a bulletin board in prominent location in full view of its employees. The Contractor shall install standard steel "No Trespassing" signs every 100' on the construction fence, facing the exterior. Lettering on signage shall be not less than 9" in height.

### **35. LABOR / MANAGEMENT RELATIONS**

The Contractor shall cooperate in connection with the coordination of working relationships between management and labor in the work included under this Contract, with appropriate labor organizations whose members may be or may become involved in such construction, subject to normal business consideration and all applicable Federal, State, and local laws,

relating to labor/management relations, including the right of a majority of employees to designate a bargaining representative.

### **36. SALVAGE**

The Contractor shall have the right to salvage building contents and materials. Salvage of building contents and materials shall in no way impact the schedule. Since the site and buildings cannot be fully secured from vandalism or theft, the Authority does not warrant that any building contents or materials, etc. present during walk through or at time of bid will be present for salvage at the time when demolition activities commence. On site sales of building contents or materials are expressly prohibited, as is access to the Demolition Area by the general public.

### **37. A.D.A. COMPLIANCE**

The Authority does not discriminate against persons with disabilities. The Americans with Disabilities Act (A.D.A) prohibits discrimination based on disability. Contractors with the Authority must comply with the Act. The Authority may verify such compliance as it deems appropriate. Failure to comply with the A.D.A may result in the revocation of the contract.

### **38. PURCHASES EXEMPT FROM SALES TAX**

Purchases of tangible personal property and materials to be incorporated into or consumed in the construction of this project are not subject to Missouri sales tax and may be made on a sales tax-exempt basis. Said purchases may not be made until a Notice to Proceed is forthcoming from the Executive Director of the Authority or his designee will furnish the Contractor awarded this contract an Exemption certificate authorizing such purchases for the project be on a sales tax-exempt basis. The Contractor shall forward a copy of the Exemption Certificate to all subcontractors, and any contractor or subcontractor purchasing materials shall present a copy of such Exemption certificate to all material suppliers as authorization to purchase all tangible personal property and materials to be incorporated into or consumed in the construction of this project and no other on a sales tax-exempt basis. The purchasing contractor shall retain all invoices for property purchased under the Exemption Certificate for a period of five years from completion of the project.

The Exemption Certificate will remain in force until the expiration date indicated thereon. No purchasing contractor shall make any sales tax-exempt purchases for this project after the expiration date or any extension thereof. The Contractor will request in writing to the President of the Board of Public Service at least thirty (30) days prior to the expiration date in effect for the Exemption Certificate any extension to the expiration date that may be required to complete the project. Purchases made pursuant to this section shall be in accordance with all applicable laws and regulations including Section 144.062 of the Missouri Revised Statutes and Missouri Department of Revenue Administrative Regulation 12 CSR 10-3.388.

### **39. NOTICE TO PROPERTY OWNERS**

The Contractor shall give due notice in writing at a reasonable length of time in advance of the work to all owners and occupants, and also to all persons who as agents, or otherwise, may be in charge of any building, or other property, streets, gas, or water pipes, conduits, tracks, or other utilities that may or might be affected by his operations and the Contractor shall allow all such persons or companies, ample time to take all such measurements as may be deemed necessary for the proper protection, or adjustment, of their property and shall not cause any hindrance to, or interference's with, any such persons, companies, or the employees thereof, engaged in carrying out such protection , or adjustment work.

### **40. SATURDAY / SUNDAY WORK**

No work or labor shall be performed under this contract on Saturday or Sunday except in an emergency, or matter of urgent necessity arising in connection therewith, and the Authority, in its sole discretion, shall determine whether such emergency or necessity exists. Contractor shall submit, in writing, any request for work or labor to be performed under this contract on Saturday or Sunday to the Authority. The Contractor shall be responsible for any and all costs associated with the performance of any work or labor on Saturday or Sunday.

## APPENDIX E: SPECIAL CONDITIONS

### 1. TIME FOR COMPLETION

- A. The work which the Contractor shall be required to perform under this Contract shall be completed within 180 calendar days subsequent to the execution of the contract. Any claims for extra days shall be made in writing to the Authority within ten (10) calendar days of Contactor's knowledge of the need for extra days, but in no case shall claims be made less than 10 calendar days prior to the completion date as established in the Notice to Proceed. It is anticipated that Notice-to-Proceed will be issued within 30 days after written approval from the Authority.
- B. **Commencement, Prosecution and Completion:** Work under this contract shall be started within a period of one week after date of written notice to proceed, and shall be completed within the required working time after such notice as set forth in the "Special Conditions, Time for Completion."

When applicable, contract time based on CALENDAR DAYS shall be the number of consecutive calendar days stated in the contract starting on the date indicated in the official "Notice to Proceed" letter including weekdays, Saturdays, Sundays and Holidays.

No work or labor shall be performed under this contract on Sunday, except in matters of emergency, and the Authority shall determine whether such an emergency or necessity exists. Saturday work will be permitted when reasonable effort has been made to perform work during the regular workweek and when, in the opinion of the Engineer, it is necessary. The Contractor shall notify the Engineer 48 hours in advance of his desire to perform work on Saturday so arrangements may be made for inspection of said work. The decision of the Engineer shall be considered as final.

In the event of failure on the part of the Contractor to complete the work within the time specified above, the Contractor shall pay the Authority, as liquidated damages the amount set forth in the Information for Bidders, for each day (Saturdays, Sundays and Legal Holidays excepted, unless otherwise specified in the contract) of delay until the work is completed and accepted.

In general, the Authority will suspend count of contract time for the following reasons:

1. STRIKES. Whether such strikes are now in existence or occur subsequent to the date of the contract.
2. Delays caused by delivery of equipment. Failure on the part of the Contractor to make timely submittals or to place orders in a timely manner will not be considered.
3. Act of God, fire, or other cause over which the Contractor has no control and could not reasonably anticipate.
4. If the contract work is weather sensitive, lost days due to weather will only be considered if such conditions are encountered that exceed or the 10-year National Weather Service average for said conditions and those conditions affect the current major operation of the project. Weather information will be documented on Bi-Weekly Progress Reports, which are prepared by the Project Engineer.

In case the final value of all work performed exceeds the original contract amount, an extension in the calendar days will be granted to the Contractor. The extension will be made by increasing the contract time in the same ratio as the total final cost of all work performed under the contract bears to the total amount of the original contract. For a combination of projects awarded as a single contract, the extension will be made in a similar manner and on the basis of the total final cost of the combination in relation to the total amount of the original contract. If it can be definitely established that the extra work was of such character that it required more time than is indicated by the money value, the actual number of calendar days required may be allowed.

## **2. LIQUIDATED DAMAGES**

The Contractor and its Sureties shall be liable for and shall pay to the Authority one thousand dollars (\$1,000.00) as fixed, agreed and liquidated damages for each calendar day of delay from the completion date established in the Notice to Proceed, as is determined by the above Time for Completion, or as modified in accordance with Section 11, Changes in the Work under the General Conditions until such work is satisfactorily completed and accepted (final completion). Substantial completion/beneficial occupancy shall not alleviate the Contractor's liability for liquidated damages.

## **3. EQUAL EMPLOYMENT OPPORTUNITY – GENERAL**

- A. In order to carry out the intent of all equal employment opportunity provisions, the Contractor shall, before the award of the Contract for the work herein, meet with the Authority's designee, to arrange for affirmative action by the Contractor and his Subcontractors, in employment, purchasing and the utilization of businesses and enterprises.
- B. Failure to provide for, and to carry out, such affirmative action programs shall be grounds for refusal to award the Contract, and/or for termination of the Contract by the Authority.
- C. Failure to provide to the Authority on forms furnished by the Authority, EEO monthly reports, shall be grounds for termination by the Authority.
- D. The Contractor shall also submit the following to the Authority at such times as requested by the Authority:
  - 1. a copy of the Contractor's Personnel Application Form;
  - 2. a definitive and detailed Job Description for each position utilized under the contract;
  - 3. a copy of the Pay Ranges and Salary Scales which the Contractor follows for each position;
  - 4. a copy of the Contractor's current personnel policies.
- E. The Contractor will make full effort and document said effort to recruit employees from within the boundaries of the City of St. Louis (with a special emphasis on areas within the City which are to be directly served by the project activity to be funded).

- F. The Contractor shall employ in a position a lower income area of resident if otherwise eligible for the position, and if that position is vacant.
- G. The Contractor shall maintain files on applicants for jobs, by job titles, a list of lower income residents who applied for jobs, and lists of City residents who applied for jobs, but were rejected and why they were rejected.

#### **4. MAYOR'S EXECUTIVE ORDER**

The Contractor shall comply with the Executive Order of The Mayor of the City of St. Louis, dated April 11, 1997, as reissued and extended, a copy of which is included in this manual and is part of the Bid Documents (see Appendix G-3).

#### **5. WORK SAFE PLAN**

The Contractor will be required to prepare and follow a formal written safety program for each major activity of work, which represents the preventative efforts that will be instituted by the Contractor to protect workers and others from accidents. This plan shall parallel the project schedule activity flow, and predetermine the hazards inherent with each activity, along with preventative measures that will be taken by the Contractor. The Contractor shall require all subcontractors to maintain a formal safety program, or follow the Contractor's program.

Contractor agrees to comply with all applicable federal, state and city laws, ordinances, rules and regulations for the safety of persons or property in the performance of the Work including, but not limited to, the requirements of the Occupational Safety and Health Act of 1970, and amendments and regulations promulgated and issued pursuant thereafter.

Contractor shall provide sufficient, safe, and proper facilities, labor and material needed for the access and inspection of Contractor's Work by the Authority and other subcontractors or consultants.

Contractor shall furnish a written designation of a representative responsible for implementation and enforcement of Contractor's safety program. This representative shall be at the site whenever contract work is being performed.

#### **6. TEMPORARY FACILITIES**

Temporary services and facilities, including utilities, construction and support facilities, security and protection will be the responsibility of the property owner.

#### **7. REPORTS AND DOCUMENTATION**

The Contractor shall be required to deliver reports and documents to the Authority's onsite representative as required. Reports required include, but are not limited to, the following:

Daily Log Report

Weekly Manpower Report

Weekly Schedule Update

Worker Turnover Report/Weekly

Payroll Documentation and Certification /Prevailing Wage/Weekly

## 8. PROJECT MEETINGS

- A. Conduct weekly progress meetings at the Project Site. Notify the Authority and the Engineer of scheduled meeting dates. Coordinate dates of meetings with preparation of the payment request.
- B. **Attendees:** In addition to representatives of the Authority and the Engineer, each subcontractor, supplier, or other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with the Project and authorized to conclude matters relating to the Work.
- C. **Agenda:** Review and correct or approve minutes of the previous meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to the status of the Project.
1. Contractor's Construction Schedule: Review progress since the last meeting. Determine where each activity is in relation to the Contractor's Construction Schedule, whether on time or ahead or behind schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to insure that current and subsequent activities will be complete within the Contract time.
  2. Review the present and future needs of each entity, including the following:
    - a. Interface requirements.
    - b. Time.
    - c. Delays and their causes.
    - d. Sequences.
    - e. Status of submittals.
    - f. Deliveries
    - g. Off-site fabrication problems.
    - h. Access.
    - i. Site utilization.
    - j. Temporary facilities and services.
    - k. Hours of work.
    - l. Hazards and risks.
    - m. Housekeeping
    - n. Quality and work standards.
    - o. Change orders.
    - p. Documentation of information for payment requests.
- D. **Reporting:** No later than 3 days after each meeting, Contractor shall prepare and distribute minutes of the meeting to each party present and to parties who should have

been present. Include a brief summary, in narrative form, of progress since the previous meeting and report.

- E. **Schedule Updating:** Revise the Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue the revised schedule concurrently with the report of each meeting.

## 9. PROJECT SCHEDULE

- A. **Bar-Chart Schedule:** Prepare a fully developed, horizontal bar-chart-type, contractor's construction schedule; submit for Authority review prior to issuance of the Notice to Proceed.
  1. Provide a separate time bar for each significant construction activity per building. Provide a continuous vertical line to identify the first working day of each week.
  2. Within each time bar, indicate estimated completion percentage in 10 percent increments. As Work progresses, place a contrasting mark in each bar to indicate Actual Completion.
  3. Prepare the schedule on a sheet, or series of sheets, of stable transparency, or other reproducible media, of sufficient width to show data for the entire construction period.
  4. Secure time commitments for performing critical elements of the work from parties involved. Coordinate each element on the schedule with other construction activities; include minor elements involved in the sequence of the Work. Show each activity in proper sequence. Indicate graphically the sequences necessary for completion of related portions of the Work.
  5. Coordinate the Construction Schedule with the order of the project, list of subcontracts, Submittal Schedule, progress reports, payment requests, and other schedules.
  6. Indicate completion in advance of the date established for Substantial Completion. Indicate Substantial Completion on the schedule to allow time for the Engineer's procedures necessary for certification of Substantial Completion.
- B. **Phasing:** On the schedule, show how requirements for phased completion to permit Work by separate Contractors and partial occupancy by the Authority affect the sequence of Work.
- C. **Work Stages:** Indicate important stages of construction for each major portion of the Work, including submittal review, testing, and installation.
- D. **Area Separations:** Provide a separate time bar to identify each major construction area for each major portion of the Work. Indicate where each element in an area must be sequenced or integrated with other activities.

- E. **Cost Correlation:** At the head of the schedule, provide a cost correlation line, indicating planned and actual costs. On the line, show dollar volume of Work performed as of the dates used for preparation of payment requests.
- F. **Distribution:** Following response to the initial submittal, print and distribute copies to the Engineer, Authority, subcontractors, and other parties required to comply with scheduled dates. Post copies in the Project meeting room and temporary field office.
- G. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in construction activities.
- H. **Schedule Updating:** Revise the schedule after each meeting, event or activity where revisions have been recognized or made. Issue the updated schedule concurrently with the report of each meeting.

## **APPENDIX F: CDA CONSTRUCTION PROCUREMENT GUIDELINES**

### **1. GENERAL RULES FOR CONTRACTING WITH CDBG FUNDS**

CDA has identified several common rules for contracting with CDBG funds:

- A. All services, professional, or construction, paid in whole or in part with CDBG funds, require the execution of a formal contract.
- B. The use of CDBG funds, regardless of the amount, for payment of any service under contract in a grant, initiates the contracting requirements. The total amount of the contract will often indicate the proper documentation to be included in the contract.
- C. All contracts should contain a clear, concise, and detailed description of the following:
  - scope of work
  - total cost
  - duration or life of the contract
  - compliance requirements
  - reporting responsibilities
  - contract provisions listed below
- D. All requests for payment for activities not clearly defined in a contract's scope of services may be denied by CDA.
- E. It is the responsibility of the Authority to manage all contracts executed for CDBG-funded projects.
- F. All contracts using CDBG funds for payment must pass a cost reasonableness test.

### **2. REQUIRED PROVISIONS FOR ALL CDBG FUNDED CONTRACTS**

In conformance with HUD regulation 24 CFR Part 84, CDA requires that The Authority include contractual provisions or conditions that allow for administrative, contractual, or legal remedies in instances where the subcontractor violates or breaches the contract terms. In addition, The Authority must include the following in all CDBG-funded subcontracts:

- A. Termination Clause: The Authority must describe the circumstances under which the parties to the contract may terminate the contract, usually described as for cause or convenience.
- B. Access Clause: The Authority must include a provision stating that CDA, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to HUD programs for the purpose of making audits, examinations, excerpts and transcriptions.
- C. Equal Employment Opportunity Clause: The Authority must include a provision that requires compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment

Opportunity,” and as supplemented by regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

- D. Rights to Inventions Clause: The Authority must include a provision that provides for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by HUD.
- E. Debarment and Suspension Clause: The Authority must include a provision that ensures that no contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with E.O.s 12549 and 12689, “Debarment and Suspension,” as set forth at 24 CFR part 24.
- F. Interest of Parties Clause: The Authority must include a provision that defines and prohibits conflicts of interest.
- G. Compliance with Local Laws: The Authority must include a provision that requires that the subcontractor comply with all applicable laws, ordinances, and codes of the State of Missouri and the City of St. Louis. The provision must also include language that states that the subcontractor will hold the City of St. Louis harmless with respect to any damages arising from any tort done in performing any of the work included in the contract.
- H. Drug-Free Workplace Requirements: The Authority must include a provision that requires that subcontractors provide drug-free workplaces.

### **3. REQUIRED PROVISIONS FOR CDBG-FUNDED CONSTRUCTION PROJECTS**

In addition to the above, The Authority must include, if applicable, the following provisions in construction and repair subcontracts:

- A. Section 3 Clause: The Authority must include the following HUD provided Section 3 Clause in all construction contracts:
- B. “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. 170lu (Section 3). The parties to this contract agree to comply with this Section and certify that they are under no contractual or other impediment that would prevent them from complying with these regulations. The contractor agrees to notify each labor organization or representative workers with which the contractor has a collective bargaining agreement of the contractor’s commitments under this Section 3 clause and include this clause in every subcontract subject to compliance with the Section 3 regulations. The contractor will certify that any vacant employment positions, including training positions, that are filled after the contractor is selected but before the contract is executed with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractors obligations under this section of the Code of Federal Regulations. Noncompliance with HUD’s regulations in this Part may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.”

- C. In addition, contractors and subcontractors awarded contracts of \$100,000 or more will be required to submit a Section 3 Plan to CDA before a procurement will be approved. Please contact Alana Green, CDA's Director of Administration.
- D. Copeland "Anti-Kickback" Act Clause: The Authority must include this provision in all subcontracts in excess of \$2000 for construction or repair. This Act provides that parties to a contract shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled.
- E. Davis-Bacon Act Clause: All construction, alteration and/or repair projects funded in whole or in part with federal funds must comply with the provisions of the Davis Bacon and Related Acts (as applicable). The Davis Bacon Act determines wage rates for federally assisted construction projects. On all non-residential construction, the Davis Bacon Act is triggered on all projects costing \$2,000 or more. To comply, Operating Agencies must, prior to the issuance of the bid solicitation, contact the CDA Labor Standards Monitor to request a wage determination for inclusion in the RFP. For the procurement to be approved, CDA must have pre-approved the draft RFP prior to issuance (attach CDA approval). In addition, The Authority are required to incorporate HUD Form 4010 into all RFPs and subcontracts that trigger Davis-Bacon compliance.

**4. CDBG-FUNDED CONTRACTS IN EXCESS OF \$100,000**

Contracts in excess of \$100,000 must also include the following provisions:

- A. Payment and Performance Bond Clauses: The Authority must include a provision in construction and facility improvement contracts that requires that a contractor secure payment and performance bonds for 100% of the contract price. A payment bond is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract. A performance bond is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- B. Clean Air Act and Federal Water Pollution Control Act Clause: OAsThe Authority must include provisions that require the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act as amended.
- C. Byrd Anti-Lobbying Amendment Clause: The Authority must include a provision requiring that contractors certify that they have not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. §1352.
- D. Contract Work Hours and Safety Standards Act (CWHSSA): The Authority must include a provision that requires adherence to CWHSSA, which requires that workers receive overtime compensation (no less than time and one-half pay) for hours they have worked in excess of 40 hours in one week.

## **APPENDIX G**

**Exhibits 1 through 8**

**Exhibit 1**

**Construction Specifications**

BUILDING STABILIZATION  

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WELLSTON STATION

**CONSTRUCTION  
SPECIFICATIONS**

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August 1, 2015

# **BUILDING STABILIZATION - WELLSTON STATION**

## **INDEX TO CONSTRUCTION SPECIFICATIONS**

### **DIVISION 1 – SPECIAL CONDITIONS**

- 0101 – Code Requirements
- 0102 – Safety Precautions
- 0103 – Existing Facilities
- 0104 – Temporary Facilities & Controls

### **DIVISION 2 – SITEWORK & SPECIAL CONDITIONS**

- 0201 – Fencing
- 0202 – Selective Demolition
- 0203 – Salvage & Protection

### **DIVISION 3 - CONCRETE**

- Not Used – No Concrete Work Specified

### **DIVISION 4 - MASONRY**

- 0401 – Unit Masonry
- 0402 – Masonry Re-pointing

### **DIVISION 5 – METALS**

- 0501 – Structural Steel
- 0502 – Miscellaneous Metal

### **DIVISION 6 – CARPENTRY**

- 0601 – Rough Framing & General Carpentry
- 0602 – Finish Carpentry
- 0603 – Millwork & Trim

### **DIVISION 7 – THERMAL & MOISTURE CONTROL**

- 0701 – Flashing & Sheet Metal
- 0702 – Gutters & Downspouts
- 0703 – Composition Shingle Roofing
- 0704 – Slate Siding
- 0705 – Joint Sealants

### **DIVISION 8 – DOORS & WINDOWS**

- 0801 – Window Repair & Glazing
- 0802 – Doors

### **DIVISION 9 – FINISHES**

- 0901 – Exterior Plaster
- 0902 – Painting & Finishing

# **BUILDING STABILIZATION - WELLSTON STATION**

## **DIVISION 1 – SPECIAL CONDITIONS**

### **SECTION 0101 – CODE REQUIREMENTS**

#### **General**

All work performed on this project shall comply with the all code requirements, ordinances or regulations for each governing entity having jurisdiction over this project. In the event that any provision of these Construction Specifications are found to be in conflict with any code requirement such conflict shall be reported to the Project Manager upon discovery.

### **SECTION 0102 – SAFETY PRECAUTIONS**

#### **General**

All construction procedures on this project shall be performed in compliance with all safety and environmental laws and regulations that apply to this project. Any provision of these Construction Specifications that are found to be in conflict with any safety regulation or shall be environmental regulation shall reported to the Project Manager upon discovery.

Provide barricades, warning signs and other temporary devices to protect the general public from any hazards related to any construction procedures. See Section 0103, below for temporary fencing.

### **SECTION 0103 – EXISTING FACILITIES**

#### **General:**

This Section includes requirements for the protection of existing facilities, temporary utilities, temporary support facilities and security and protection facilities.

#### **Existing Facilities:**

The existing facility, operating as Bus Loop Burgers, will vacate the premises for the duration of the construction period but will re-occupy the facility upon completion of the project and resume operations. The existing kitchen and all related equipment, including the exterior cooking vent, shall be protected from damage during the construction period and shall be in the same state of operation as it was at the time that the facilities are vacated.

### **SECTION 0104 – TEMPORARY FACILITIES & CONTROLS**

#### **Utilities:**

The City of St. Louis shall maintain all utility accounts in its name and shall bear the cost of such utilities, including sewer service, electrical power service and water service for the duration of the project.

#### **Temporary Construction Office and General Storage:**

The use of the interior of the building will not be available for the purposes of a construction office or material storage. Contractor shall provide a pre-fabricated mobile unit with serviceable finishes and temperature controls for the purposes of maintaining an on-site office. Provide adequate foundation for such facility for normal loading.

To the extent required, Contractor shall provide on-site storage sheds or trailers for storage of materials, tools and equipment. The installation and use of security alarms or other such devices intended for the protection of such storage shall be up to the discretion of the Contractor.

## **BUILDING STABILIZATION - WELLSTON STATION**

The City of St. Louis shall bear no liability for any loss of material, tools or equipment, including items in the temporary office, for the duration of the construction period.

### Parking:

Provide parking required for construction personnel, construction vehicles and for the delivery or removal of material and/or equipment within the enclosed Construction Area.

### Dumpsters and Salvage:

Locate dumpsters and any salvage storage areas within the enclosed Construction Area.

### Toilet Facilities:

Contractor shall provide on-site temporary toilet facility and shall maintain said facility in a sanitary condition. The use of the existing toilet in the building shall not be allowed.

### Fire Protection:

Provide and maintain fire extinguishers or other temporary fire-protection facilities of the type needed to protect against reasonably predictable and controllable fire losses.

## **DIVISION 2 – SITEWORK & DEMOLITION**

### **SECTION 0201 – FENCING**

#### General:

The scope of fencing shall be the erection and maintenance of a security fence with vehicular gate surrounding the project for the duration of the project. The intention of such fencing shall be to separate the project from the general public and to provide basic security for the site.

Provide security gate(s) as required for the egress of construction personnel and vehicles from either Dr. Martin Luther King Drive or Hodiamont Avenue, at the Contractor's option. Gate shall be securable to prevent access during non-construction operation hours.

Portable Chain Link Fencing – Minimum 2-inch, 9-gage, galvanized steel, chain link fabric fencing: minimum 6 feet high with galvanized steel pipe posts; minimum 2-3/8-inch OD line posts and 2-7/8-inch OD corner pull posts, with 1-5/8-inch OD top and bottom rails. Provide concrete bases as required for posts.

See Site Plan for the area to be known as the Construction Area.

### **SECTION 0202 – SELECTIVE DEMOLITION**

#### General

Selective Demolition shall consist of the careful removal of existing material and, where indicated, the salvage, storage and protection of such material for further analysis or re-use. In general, the selective demolition shall consist of exterior elements of the existing building, as follows:

Pigeon Netting and Debris – Existing netting on the underside of the open truss system and all debris captured with the netting, including, but not limited to pigeon waste. Note that the removal of the pigeon waste may require special precautions and/or procedures.

## **BUILDING STABILIZATION - WELLSTON STATION**

Roofing Material – Existing slate roofing, metal flashing and sheathing boards are to be removed in preparation for the installation of new sheathing and new composition shingles. See Section 0202 – Salvage & Protection for requirements for salvaging slate roofing.

Exterior Wall Material – Carefully remove areas of damaged slate siding where indicated on the drawings. Protect adjacent slate from damage while removing defective pieces.

Trusses and Structural Components – Trusses indicated to be replaced or repaired shall be carefully removed, leaving all intact components. Where feasible, remove only the damaged or rotten portion by carefully cutting members at locations that clearly separate the bad portion from salvageable portions and where scabbing, splicing or other repair work is feasible. Carefully remove sill plates, lintels and/or support members that are visibly defective, as indicated on the drawings.. Do not remove any trusses or portions of trusses until adequate shoring has been put in place to support the remaining structure.

Wood Dressing – finished dressing concealing steel columns that are indicated to be repaired or any other finished material that covers elements that are to be repaired shall be carefully removed. Where feasible, remove only the material that is required to access the element that is being repaired.

Wood Trim – Remove all areas of defective wood trim, including fascia boards, bead board, edge moulding and other miscellaneous trim. Note requirements for salvaging samples of materials that are to be replicated.

Brackets and Decorative Features – Carefully remove all brackets and other decorative items that are to be repaired or need to be removed and replaced in order to access other materials or substrates.

Concealed Material - Remove any damaged wall sheathing or back-up material that is concealed by the existing finishes only after documentation of such deterioration.

### Inspection:

All concealed areas that become exposed after the careful removal of existing material, including, but not limited to, roof sheathing, wall sheathing, roof trusses or beams and exterior wall framing shall be inspected by the Project Manager for further analysis prior to proceeding with any re-construction efforts.

## **SECTION 0203 – SALVAGE & PROTECTION**

### General

Existing materials that are indicated to be salvaged for re-use shall be removed, cleaned and stored in a manner that will protect the material from further damage or deterioration, as follows:

Slate – Salvage and protect sufficient slate from the roof to be re-used in the selective replacement of missing and/or damaged slate on the main front and rear gables of the building. See Drawings for the scope of work on the gables and the approximate amount of salvaged slate that will be required. Select whole pieces that appear to be in solid condition. Store salvaged slate pieces in a location and manner that will keep them safe until reinstallation.

Bead Board Undercarriage – Salvage any solid bead board material from the underside of the outside truss structure that is removed in order to access other work. Bead board material that is suitable for re-use shall be cleaned, stripped of nails and stored in an orderly fashion indoors or under protection from rain. If such materials are stored outside, under protection rain protection, they shall be placed on wood sleepers or other material to prevent them from contacting the ground. See Section 0902 – Painting & Finishing for further requirements before such material is re-used.

Brackets and Decorative Trim – Existing brackets and other decorative features such as edge moulding, are to be retained, repaired or re-secured as indicated on the drawings. Missing

## **BUILDING STABILIZATION - WELLSTON STATION**

elements are to be replicated from existing units. Carefully remove elements that are to be repaired or used as models for new pieces. Clean such items and store in the same manner as described above for bead board until re-installation.

### **DIVISION 3 – CONCRETE**

#### **General**

There is no scope of concrete work specified in the stabilization of this building. Footings for temporary fencing will be required to support fence posts.

### **DIVISION 4 - MASONRY**

#### **SECTION 0401 – UNIT MASONRY**

##### **General**

The extent of unit masonry work consists of the re-construction of the masonry surrounding the rear door to the basement and elsewhere on the front and sides of the rear attachment. See below for re-pointing requirements on the rest of the building.

##### **Materials**

Brick – All brick used in the re-construction of the rear entry walls shall consist of new units to match existing in size, composition and color.

Mortar – Type N Mortar or mortar of a composition equal to existing. Add pigments and/or aggregates necessary to match existing in composition and color.

#### **SECTION 0402 –MASONRY RE-POINTING**

##### **General**

The extent of masonry restoration consists re-pointing areas on the building where mortar is missing where indicated on the drawings and filling holes in the masonry resulting from the removal of previous material on the front of the building.

##### **Joint Preparation**

Remove loose or deteriorated mortar in the areas indicated to a uniform depth no less than 3/4-inch and clean joint, ready for application of new pointing mortar.

##### **Repointing Mortar**

Mortar mix proportions shall be determined for each application but in no case shall the Portland cement content exceed 20% of the total mix. Do not use pre-mixed or pre-packaged “Tuckpointing Mortar” unless such product complies with the requirements of less than 20% Portland cement for the total mix. Add pigments and/or aggregates necessary to match the predominant surrounding mortar in composition and color.

##### **Mortar Application**

Apply re-pointing mortar in one application unless depth of joint exceeds 1 inch. Tool joint to match existing.

## **BUILDING STABILIZATION - WELLSTON STATION**

### **DIVISION 5 – METALS**

#### **SECTION 0501 – STRUCTURAL STEEL**

##### General

The scope of structural steel work consists of the repair, by straightening, of one column on the east side that has been bent out of position due to impact, reinforcement of the pin base of that column after straightening, inspection of the remaining columns after wood dressing has been removed, inspection of gusset plates and other components of the truss system and the inspection of all other steel connections.

In the event that the bent column cannot be straightened or is damaged to the point that it can no longer perform its intended duty, either in its current state or during the process of straightening, this column shall be replaced.

##### Column Alignment

Column E-4 is to be straightened into proper vertical alignment. Shore up all surrounding structural members prior to realignment in the event that the column fails during the straightening process. Straighten column E-4 by gradual movement by any means that will minimize stress on the base pin. Reinforce the base of the column per drawing detail after the realignment has been accomplished.

Clean existing column and plate to bare metal where new welds are to be performed around perimeter of new pipe column brace at base of column. Make continuous weld to prevent any water from migrating between new pipe column and existing column.

##### Materials:

Steel Pipe (round) – ASTM A53, Type E or S

Filler Material for Welds – Use appropriate electrode for the combination of base metal specification and grade and welding process per latest “AWS Specifications.”

Minimum tensile strength of Fexx = 70-ksi.

#### **SECTION 0502 – MISCELLANEOUS METAL**

##### General

This Section consists of a metal pipe handrail to be installed on the upper run of the stairs from the first floor to the second floor as an extension of the existing rail on the lower two portions of the stair.

##### Materials:

1-1/2 inch metal pipe rail with two (2) brackets. Secure brackets into existing studs or solid blocking.

### **DIVISION 6 – CARPENTRY**

#### **SECTION 0601 – ROUGH FRAMING & GENERAL CARPENTRY**

## **BUILDING STABILIZATION - WELLSTON STATION**

### General

The scope of rough framing and general carpentry shall consist of the necessary repair and replacement of defective or deteriorated structural members. The following items are included in Rough Framing & General Carpentry:

Trusses Components, Beams, Sill Plate, Ridge Boards & Roof Rafters – The rough framing necessary for the re-construction and/or replacement of defective structural components indicated on the drawings.

Roof Sheathing – The replacement of all roof sheathing boards with new material suitable for the application of a new composition shingle roof. Any newer replacement sheathing that meets the requirements for the new composition shingles may be retained.

Miscellaneous Concealed Framing & Blocking – The replacement of any blocking required for the attachment of any finished lumber or millwork.

### Materials

#### Lumber Specifications – Framing Lumber – Concealed Locations

Structural Framing Lumber – Southern Pine #2

#### Minimum Design Values:

2 x 4 Fb = 975; Ft = 550; Fv = 90; E = 1.6 x 10(6)

2 x 6 Fb = 1050; Ft = 575; Fv = 90; E = 1.6 x 10(6)

2 x 10 Fb = 1200; Ft = 650; Fv = 90; E = 1.6 x 10(6)

2 x 12 Fb = 1250; Ft = 750; Fv = 90; E = 1.6 x 10(6)

Roof Sheathing – 19/32 –inch, APA rated exterior sheathing, 32/16 exposure 1, Panel Clips per APA requirements

### Fasteners

Nails – 8d to 16d nails, for face nailing or toe nailing, minimum two nails at each connection point.

## **SECTION 0603 – FINISHED CARPENTRY**

### General

The scope of this section is the replacement of any rotten, defective or missing pieces of trim, decorative features or other exposed exterior wood members. Finished lumber pieces that are visibly defective are identified on the drawings or referred to construction details. Replacement of additional pieces of finished lumber may become necessary after selective demolition has been completed and access to areas that are not readily visible at this time becomes available.

Specifically, the following is included under this Section:

Trim Boards, Gutter Boards, & Eave Boards – The replacement of missing or defective components of the roof structure, dormers and such, as indicated on the drawings.

Brackets– The repair and/or reattachment of existing brackets and the replication of such elements where missing or deteriorated beyond re-use potential. These members, in general are comprised of a lamination or composite of a number of single members.

Column Dressing – The replacement of 1x exterior boards on the exterior columns.

### Definition

Finished lumber shall consist of finished boards or laminations of finished boards, generally 1x in nominal dimension that are exposed on the outside of the structure. These boards, or a composite

## **BUILDING STABILIZATION - WELLSTON STATION**

of a number of these boards, generally consist of plane, smooth boards ready for application of a finished coats of paint or other finish. See Section 0902 – Painting & Refinishing for painting requirements for finished lumber.

### Finished Lumber Specifications

Premium grade western cedar, redwood, western spruce, cypress or other approved species, free of knots or other surface defects, ready for priming and painting.

### Fasteners

Hot-dipped galvanized finish nails for surface nailing.

### Repair to Existing Finished Lumber

For repair of areas of finished lumber that do not require the wholesale replacement of such pieces, see Section 0902 – Painting & Finishing for the use of wood consolidators or wood replacement compound.

## **SECTION 0603 – MILLWORK & TRIM**

### General

The scope of this section is the replacement of any rotten, defective or missing pieces of millwork or trim on the structure. Millwork and trim pieces that are visibly defective are identified on the drawings or referred to construction details. Replacement of additional pieces of millwork and trim may become necessary after selective demolition has been completed and access to areas that are not readily visible at this time becomes available. The definition of millwork and trim, for purposes of this project is provided below.

This Section shall also include the selective rebuilding of the finished portions of the front bay window on the second floor.

### Definition

Millwork and trim consists of wood members that have been milled to a specific shape, size or detail, ready to receive paint or other finish. New millwork and trim may be used in conjunction with, and adjoining, both salvaged millwork and trim and existing millwork and trim, already in place. Millwork and trim consists of the following specific wood members:

Running Trim – Running trim member such as roof rakes, exterior window and door casing with a profile other than simple, square-edged, finished lumber specified above and miscellaneous trim pieces such as quarter round or corner beads on columns.

Bead Board Undercarriage – Exterior bead board on the underside of the open roof structure.

### Material Specifications

Similar premium grade species as specified above for finished lumber. See Section 0902 – Painting & finishing for painting requirements for millwork and trim. Replacement trim shall match existing in profile and surface characteristics.

### Fasteners

Hot-dipped galvanized finish nails for surface nailing and concealed toe-nailing for bead board undercarriage.

### Repair to Existing Millwork & Trim

For repair of areas of millwork and trim that do not require the wholesale replacement of such pieces, see Section 0902 – Painting & Finishing for the use of wood consolidators or wood replacement compound.

## **BUILDING STABILIZATION - WELLSTON STATION**

### Installation

Install replacement pieces of trim flush with existing members and render any intersection with existing material smooth by sanding or filling, as required for seamless finish. Install new trim pieces in same position and plane as previous trim. See Section 0902 – Painting & Finishing, for filling nail holes and general preparation for the application of paint or other finish.

## **DIVISION 7 – THERMAL & MOISTURE CONTROL**

### **SECTION 0701 – FLASHING & SHEET METAL**

#### General

New sheet metal flashing shall be installed in intersections between dormer roofs and dormer walls the main roof and at the intersections of the masonry chimney, as detailed in the drawings.

See roof details for the use of felt flashing material at the roof ridge and eaves. Drip edges at gutters are specified in Section 0702 – Gutters & Downspouts.

#### Material

Prefinished aluminum sheet – 17.2 oz/SF (0.60 mm thick), coated both sides with lead, weighing not less than 12 lb/100SF nor more than 15lb/SF. Finish color in exposed locations to be approved by Construction Manager.

Guard against the use of any sheet metal material that may interact with existing materials. Where such contact might occur, provide protection from galvanic action with bituminous coating or other permanent separation.

#### Fasteners

Screws or nails for each individual application with heads matching flashing material.

#### Fabrication & Installation

Custom fabricate sheet metal flashing and trim to comply with recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions metal and other characteristics of item indicated. Shop fabricate where applicable.

Install sheet metal flashing and trim in accordance with SMACNA recommendations. Coordinate the installation of the chimney flashing with the masonry restoration work and step-flash material at roof rake and masonry chimney intersection in pieces not to exceed one horizontal masonry unit.

### **SECTION 0702 – GUTTERS & DOWNSPOUTS**

#### General

The scope of work for gutters and downspouts includes the removal of the existing gutter diverter/trough system on the main roof along with the downspouts that penetrate the roof surface and the new installation of a continuous gutter at the roof edge with new downspouts connected to existing drain locations.

## **BUILDING STABILIZATION - WELLSTON STATION**

Existing storm water piping beneath the surface shall be scoped for viability before connecting new lines.

### Materials:

Gutters – Prefinished aluminum, minimum 0.040 inch thickness. Finish color to be approved by Project Manager.

Downspouts – Pre-finished aluminum, minimum thickness 0.024 inch thickness. Finish color to match gutters and to be approved by Project Manager.

Accessories – Drip edges, clips, anchoring devices, etc. of same metal and finish

Fasteners – Non-corrosive metal. Match finish of exposed heads with material being fastened to prevent galvanic action.

### Gutter Size:

Gutter size shown on Drawings is based on concealment behind edge of the profile of the fascia at eave ends. The profile of the fascia at eave ends shown on the Drawings is approximate and subject to verification. The final dimensions and profile of the gutter will be determined after verification of the fascia end with the requirement that the gutter be concealed behind it.

Contractor shall report actual size of fascia end and verify final dimensions for the gutter with Project Manager.

### Fabrication & Installation

Fabricate gutters and downspouts in profile shown on Drawings in longest lengths feasible.

Comply with SMACNA's recommendations for thermal expansion. Install work with lap, joints and seams permanently water-tight. Use concealed fasteners wherever possible.

## **SECTION 0703 – COMPOSITION SHINGLE ROOFING**

### General

New composition roof shingles are to be installed over the entire roof and on the on the roof, sides and fronts of the dormers. New roof is to be installed over replacement sheathing, per requirements for composition shingle roofing. See Section 0202 – Salvage & Protection for the selective re-use of existing slate pieces on the main building gables.

### Materials

Composition Shingles – Heritage (or Architectural) style, Multitab-Strip Asphalt Shingles  
Glass-fiber reinforced, mineral surfaced and self-sealing.

Approved Products:

GAF – Slateline

Certainteed – Highland Slate

Owens Corning - Berkshire

Shingle Accessories – Ridgecap shingles and other specialty pieces by same manufacturer as main roof.

Color – to be approved by Construction Manager based on approximate match with existing slate shingles on front gable.

Felt Flashing & Underlayment – Non-perforated, asphalt-saturated organic felt – Type II. See Roof Plan for doubling of felt for ice protection.

Metal Flashing – See Section 0702 – Flashing & Sheet Metal for material specifications for flashing in roof valleys.

Fasteners – Hot-dipped, zinc coated aluminum or stainless steel nails.

## **BUILDING STABILIZATION - WELLSTON STATION**

### Installation

Install shingles in accordance with manufacturer's written instructions. Refer to drawings for double layer felts for ice protection at eaves and open area.

## **SECTION 0704 – SLATE SIDING**

### General

The scope of slate siding consists of the selective replacement of damaged or missing siding using salvaged slate from the roof.

### Materials:

Slate - Select slate tiles during the removal of the roof that demonstrate the best characteristics for reuse, including hardness, least surface deterioration, edge wear and integrity of shape.

Nails – 12 gage galvanized steel chisel point nails of sufficient length to adequately penetrate sheathing or other existing substrate material.

### Installation:

Install replacement pieces, when possible, by using the same nail perforations that had previously been used for the original installation. Lap shingles with same exposure as existing siding and stagger tiles in the same pattern as existing.

Nail slate shingles so that nail heads touch slate lightly. Do not drive nails “home” or draw slate tile downward.

## **SECTION 0705 – JOINT SEALANTS**

### General

This section includes exterior joint sealants for application around door and window frames, intersections between trim members and other areas that require sealants to protect the exterior envelope from water and air infiltration.

### Material

Use standard elastomeric sealant for exterior application, according to manufacturer's specifications for each material or substrate. Sealant color to match finish paint coat color.

## **DIVISION 8 – DOORS & WINDOWS**

### **SECTION 0801 – WINDOW REPAIR & GLAZING**

#### General

Base Bid. This section includes the repair of existing wood windows in the roof dormers, the second floor front bay, miscellaneous windows on the second floor of the rear gable and miscellaneous vents on the second floor end gables.

Alternate No. 1 includes the repair of windows on the second floor, under the roof overhang. See Window Schedule on the drawings for specific requirements for each window. In general, the repair of each window shall entail the following:

## **BUILDING STABILIZATION - WELLSTON STATION**

### Removal and Preparation

Each individual window shall be removed from its frame and marked for re-installation in original location, except as otherwise indicated. Carefully remove all glazing putty and glass panes.

### Sashes & Rails

Repair minor areas of missing or deteriorated portions of the wood sash or rail with wood fillers and/or wood putty in order to restore each member to a sound condition, ready for further preparation for the application of new finish material. Sash and rail components that are judged to be too far deteriorated or incapable of supporting muntins or glazing shall be reported to the Project Manager.

### Muntins

The repair process for existing muntins shall be the same as that described for sashes and rails, above. Sashes with missing or deteriorated muntins beyond repair shall be reported to the Project manager

### Exterior Casing & Sills:

The scope of work on the Drawings, in general, does not indicate the need for the replacement of existing exterior casings or sills due to the fact that the windows in the Base Bid are boarded-up. Inspection of the condition of these components of the windows is not possible until the removal of the board-ups has been performed. In the event that inspection after un-boarding of the windows or selective demolition of adjacent materials reveals deterioration in the existing casings or sills, perform the necessary repair or replacement of such items in accordance with Section 0603 – Millwork & Trim. Any replacement items shall match existing in dimension and profile.

### Vents:

The existing vents on the second floor end gables that vent the roof area above the second floor ceiling are to be restored and/or repaired as follows:

- Rear Vents – the rear vents are to be inspected for sound condition with screens and, if found to be securely in place, painted in accordance with Section 0902 – Painting & Finishing
- Front Vents – the front vents are to be replaced with vents that match the existing rear vents with screens or repaired to a functional condition with screens and painted in accordance with Section 0902 – Painting and Finishing. Both vents on the front elevation shall match each other in all dimensions and characteristics.

## WINDOW REPAIR:

### Wood Window Repair

For the repair of existing wood sashes, muntins or components for the window frames that do not require complete replacement through replication the following products may be used:

Wood Consolidator – See Section 0902 – Painting & Finishing for repair procedures that require strengthening or hardening soft or mushy wood due to rot or filling minor cracks or voids.

Wood Replacement – See Section 0902 – Painting & Refinishing for repair procedures that require the replacement of minor pieces of missing or deteriorated wood.

Glazing – All glazing is to be replaced with clear acrylic PlexiGlass G sheets (ePlastic) - .118-inch thick

Glazing Putty – Use standard glazing putty suitable for use with PlexiGlass sheet and the application of paint finish. Use metal pointing beads to secure acrylic sheets prior to the application of glazing putty.

## **BUILDING STABILIZATION - WELLSTON STATION**

Window Frames – Repair of existing window frames, rails and stops shall include the consolidation and/or replacement of missing or deteriorated parts, as necessary to restore the windows to operating order. Follow the provisions of Section 0902 – Painting & Finishing, for the restoration of the surfaces of the rails and the interior of the stops without the application of a paint finish.

### Window Operation

Dormer Windows – The dormer windows were originally operational pivot windows. These windows shall be re-installed after restoration and re-glazing as fixed units, secured in place with perimeters sealed with appropriate joint sealers.

Double-Hung Windows – shall be repaired as single hung windows with operable bottom sash and fixed upper sash. Missing and/or defective ropes, pulleys and counterweights shall be restored for proper operation of the lower sash only. Existing lift hardware is to be re-installed. Upper sashes shall be fixed in place without the use of exposed or visible fasteners.

Miscellaneous Windows – Miscellaneous windows, other than double-hung windows shall be re-installed as fixed units, secured and sealed in the same manner as the Dormer Windows.

### Vent Repair

Follow procedures indicated for window repair for the repair of wood vents on the front elevation if those vents are not replaced.

## **SECTION 0802 – STEEL DOORS & FRAMES**

### General

The scope of door replacement/repair is limited to the replacement of the existing door to the basement, located in the rear of the building with a new metal door and frame. This work shall be coordinated with the rebuilding of the surrounding masonry.

### Materials

Hollow Metal Door – ASTM A 569A Commercial Steel, reference ANSI A250.4 performance Level B (Heavy Duty), Model 1, Full Flush door, Shop prime for field finish.

Frame – ANSI A250A (Heavy Duty) with zinc-coated steel anchors into masonry frame. Shop prime for field finish.

Hardware:

Hinges - Full Mortise (Butt) Hinges, Heavy Duty BHMA Grade 1. Base Metal –  
Stainless Steel

Locks & Latches – BHMA Grade 1, Series 4000, Mortise Lock. Storage Lock Function

## **DIVISION 9 – FINISHES**

### **SECTION 0901 – EXTERIOR PLASTER**

#### General

The scope of exterior plaster work consists of the cleaning, patching and replacement of missing portions of exterior plaster on the sides of the building, on the second floor level and on the soffits under the extended portion of the second floor at the sides of the building.

## **BUILDING STABILIZATION - WELLSTON STATION**

### Existing Conditions

See Drawings for known areas of exterior plaster that are to be patched or replaced. Contractor shall perform additional inspection of exterior plaster for areas where the existing plaster is loose or not fully adhered to substrate or where the composition of the plaster is soft or not in a stable condition. Report all areas of additional defective or deteriorating plaster to Project Manager.

### Materials:

Portland Cement Plaster – Field-mixed Portland Cement, ASTM C 150, Type I, with proportions of Lime and Sand to produce finished composition to match existing plaster adjacent to the areas that are being patched or replaced, or as follows:

Scratch Coat: 1 part Portland cement  
3/4 to 1-1/2 part lime  
2-1/2 to 4 parts sand or fine aggregate

Brown Coat: 1 part Portland Cement  
3/4 to 1-1/2 part Lime  
3 – 5 parts sand or fine aggregate

Finish Coat: 1 part Portland cement  
1-1/2 to 2 parts lime  
1-1/2 to 3 parts sand or fine aggregate

Omit scratch coat and/or brown coat, as required for surface patching only, generally when missing surface material is less than 1/4 inch thick. Add larger aggregate, as required, to match texture of existing adjacent plaster.

Substrate – Wood lath or metal lath, as required for each condition.

### Application:

Examine conditions where plaster composition is to be applied and verify that adjacent material is secure. Secure loose substrate and apply new substrate as required for smooth transition from existing plaster to new plaster.

Apply undercoats and finish coats in layers not to exceed 1/4 inch at a time and allow each coat to thoroughly set before application of additional coats. See Section 0902 – Painting & Finishing for final surface finish.

### Cracks:

Existing cracks that exceed 1/8 inch in width shall be dug out to a width of not less than 1 inch to receive new intermediate and finish coats. Cracks smaller than 1/8 inch may be skim coated provided that the plaster material surrounding the crack is stable and the skim coat adequately fills and covers the existing crack.

## **SECTION 0902 – PAINTING & FINISHING**

### General

The scope of work under this section includes the painting and refinishing of all of the exterior wood materials ,exterior plaster wall finish and the new exterior metal door and frame. This includes the proper preparation of both new and existing materials, including the restoration of existing materials, and the application of both prime and finish paint coats on new and existing materials. This may require touch-up of any factory-applied primer or complete application of primer if the door and frame are not factory primed.

## **BUILDING STABILIZATION - WELLSTON STATION**

### Initial Cleaning – Existing Materials

It is not necessary to completely remove all existing layers of paint from the exterior of this structure. However, the extent of necessary paint removal cannot be totally determined until all surfaces are cleaned of grease, dirt, grime or organic matter. Additional cleaning shall be done with the use of medium pressure water spray and the use of a mild detergent in a ratio of no more than 1 (one) cup per gallon of water. The removal of grease from the area around the cooking vent may require the use of stronger solutions than specified above but such solutions should only be used where necessary for the removal of grease. Do not use excessive pressure on the slate siding on the front and rear gables. Protect open areas of the exterior wall or areas where water may migrate to the interior during any cleaning process.

### Condition Inspection – Wood Materials

After exterior wood surfaces have been cleaned, inspect all surfaces for the requirement for the removal of existing paint. The following conditions shall require the removal of paint or the partial removal as a preparation for the application of any new finish material:

**Peeling, Cracking or Blistering Paint** – Peeling layers of paint or peeling that exposes raw wood due to failure of any layer of paint in the surface or the presence of water behind on or more layers, will require removal of such layers until a smooth or hardened surface is encountered.

**Alligatoring** – Cracking or alligatoring, as an indication of failure of intercoat failure or penetration of water below the outer coat of paint, will require complete removal of the defective paint to the original wood or until the presence of alligatoring is no longer visible.

**Chalking** – Chalking due to the failure of the resin in the outer coat of paint, will require the removal of all loose and powdery material until a solid, stable surface is encountered.

**Staining** – Staining due to reaction of a paint coat caused by moisture within the wood substrate, will require complete removal of all areas where staining is present.

### Paint Removal

After the structure has been cleaned and the surface conditions have been ascertained, perform the required paint removal one or more of the following procedures:

**Hand Scraping or Sanding** – Use of a putty knife or other scraping device or by hand sanding or the use of sanding blocks.

**Mechanical Sanding** – The use of an orbital or belt sander. If a belt sander is employed, care must be taken that no damage is done to the wood surfaces and that it shall be used on flat, continuous surfaces. Do not use a rotary drill attachment or any other mechanical means that will scar the wood surfaces.

**Thermal Devices** – The use of hand scrapers may be augmented by the use of a heat gun, provided that the delivery temperature of the heat gun does not exceed 750 degrees, Fahrenheit. Do not use heat guns for the removal of any paint in the vicinity of any window glass.

**Chemical Paint Removers** – Individual items that have been removed from the building for re-finishing, such as window sashes or trim, may have the paint removed with solvent-based strippers. Any chemical stripping technique shall be done with extreme caution, following the recommendations of the chemical manufacturer. Comply with all environmental laws and regulations dealing with the use and disposal of such solvents.

**Non-Permitted Techniques** – Do not employ any technique for the removal of paint that will cause any damage to the surface of any wood material or any adjacent material. Do not use sandblasting or waterblasting techniques.

## **BUILDING STABILIZATION - WELLSTON STATION**

### Lead-Based Paint

The age of the paint on this building is such that a significant amount of it lead-based. Perform all paint removal procedures in strict compliance with all applicable environmental laws and regulations regarding the handling and disposal of lead-based paint for this project. Such measures shall include, but not necessarily be limited to, the control of paint dust during paint removal, the protection of workers and other personnel on site and the proper disposal of lead-based material.

### Wood Restoration

The following restoration procedures may be done as an alternative to the wholesale replacement of various components of the wood materials on this structure, including finished lumber, millwork and trim, windows and window sills and frames.

Wood Consolidator – For repair procedures that require strengthening or hardening soft or mushy wood due to rot or for filling minor cracks or voids, use a wood consolidator equal to LiquidWood, by Abatron, Inc. Follow manufacturer's instructions for the preparation, application and proper clean-up of any wood consolidator product.

Wood Replacement – For repair procedures that require the replacement of minor pieces of missing or deteriorated wood, use a wood replacement compound equal to WoodEpoxy, by Abatron, Inc. Follow manufacturer's instructions for the preparation, application and proper clean-up of any wood replacement compound.

Linseed Oil – Restore the surface of any original millwork or trim pieces or window sashes and muntins that have exposed raw and dry wood or any wood material that has undergone chemical stripping with the application of one coat of linseed oil prior to the application of any paint primer. Allow for complete penetration and proper drying before applying additional coatings.

### Final Preparation

The final preparation before application of prime or finish coats includes proper filling and sanding of nail holes and joints splices between wood members for smooth and continuous surfaces. See Section 0706 – Joint Sealants for further requirements.

### WOOD MATERIAL:

#### General

All exterior wood components of the roof structure, fascia, trim, brackets, Window bay panels, windows (Base Bid), window frames (Base Bid), etc., above the first floor are to be painted. Unfinished plywood board-ups on any opening on the first floor level shall also be painted. If the Alternate No. 1 is accepted, painting of those windows and frames shall also be included as a part of Alternate No. 1. One color scheme to be approved by Project Manager.

#### Prime Coat

Prime both existing wood surfaces and new wood surfaces with one coat oil-based primer. Existing surfaces that have been exposed down to raw wood may require an additional coat to ensure proper penetration and surface preparation. When piecing replacement wood components into any assembly, prime edges of the replacement pieces that abut existing pieces.

Any new replication product that is received with a factory-applied primer need not receive an additional primer coat at the project site, provided such factory primer has been protected and such primer covers the full extent of the product when it is installed and ready for finish coat. Re-prime any factory protected item when necessary.

## **BUILDING STABILIZATION - WELLSTON STATION**

### Finish Coat

Apply the finish coat as soon as possible after the primer has dried. The finish coat shall consist of one coat of oil-based paint by the same manufacturer as the prime coat. Note that additional coats may be required if the complete encapsulation of existing lead-based paint below is required for this project. The finish coat color shall be selected or approved by the Project Manager. It shall be assumed that a one-color scheme, such as currently exists, will be employed in this restoration project.

### METAL:

#### General

The scope of work for metal painting includes the priming of structural steel components that are to be concealed behind finish wood trim, the new door and frame on the rear of the building and the new interior handrail on the upper run of the stairs from the first floor to the second floor. Color to be approved by Project Manager

#### Prime Coat

Where new prime coat or touch-up of existing prime coat is required, use factory-formulated quick-drying rust-inhibitive alkyd-based metal primer. Apply primer as soon as practical so that exposed metal is not subject to oxidation due to prolonged exposure to moisture. Inspect top and bottom of new metal door for adequate coverage prior to hanging of door.

#### Finish Coat

Apply two or more finish coats as required to fully protect new steel door and frame and one coat on new steel components involved in the repair of column E-4. Use factory-formulated full-gloss alkyd enamel.

### EXTERIOR PLASTER:

#### General

All exterior plaster surfaces are to be painted after all patching and repair operations have been completed. Color to be approved by Project Manager.

#### Prime Coat

Exterior latex prime coat by same manufacturer and compatible with finish coat.

#### Finish Coat

Exterior latex finish coat, flat.

**END OF CONSTRUCTION SPECIFICATIONS**

**Attachment A**

**Construction Documents**

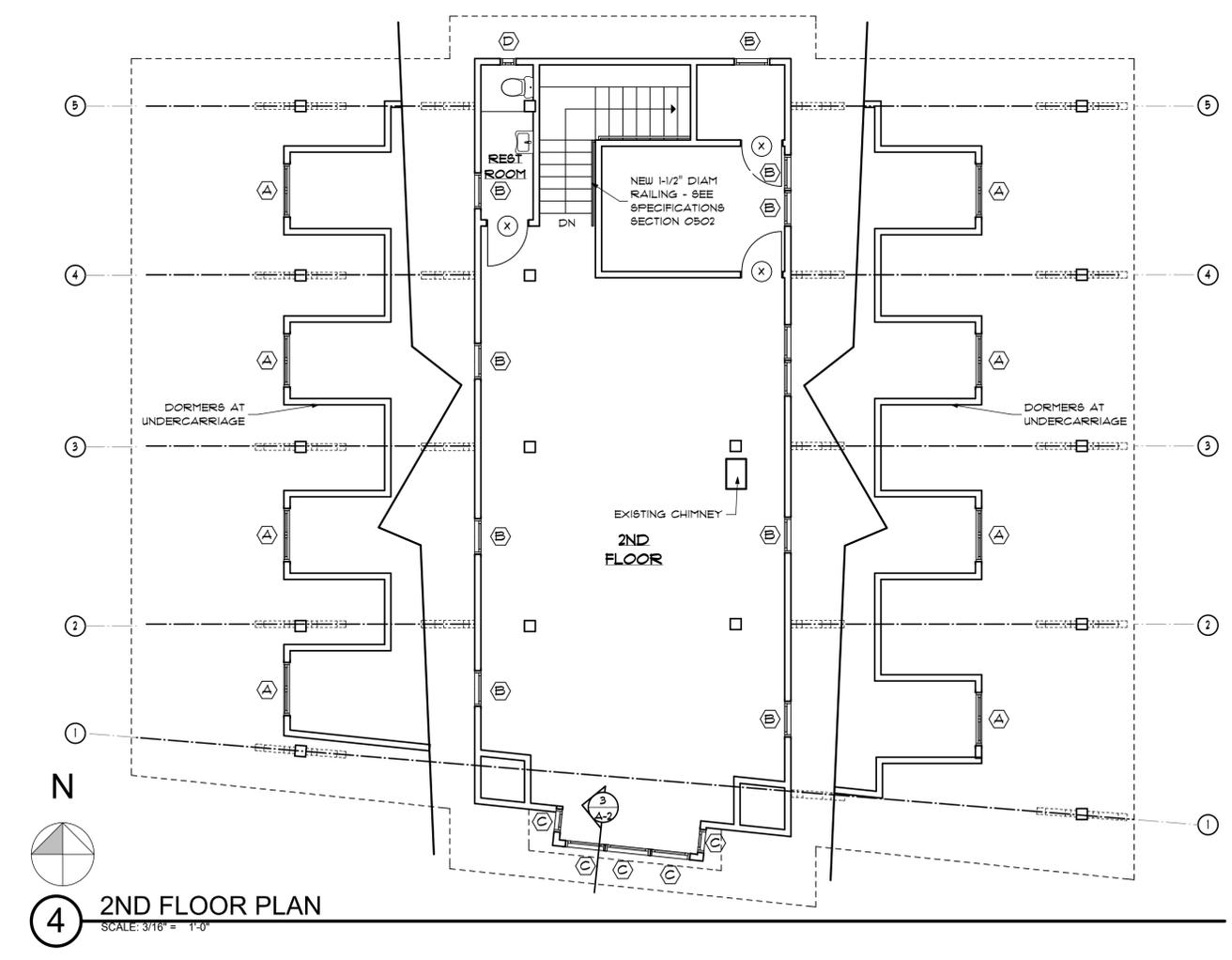
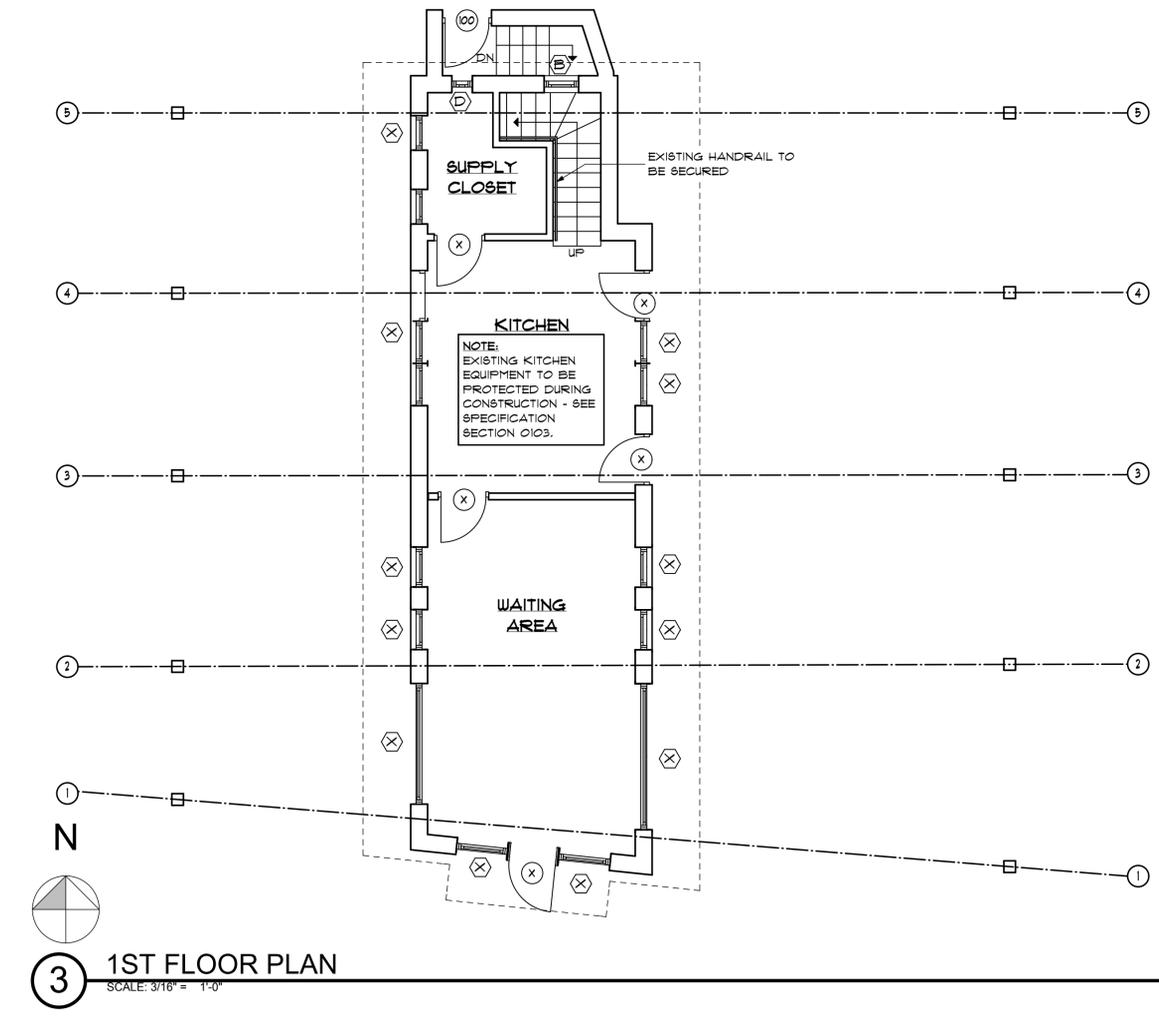
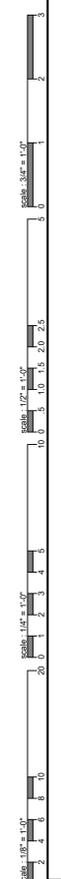
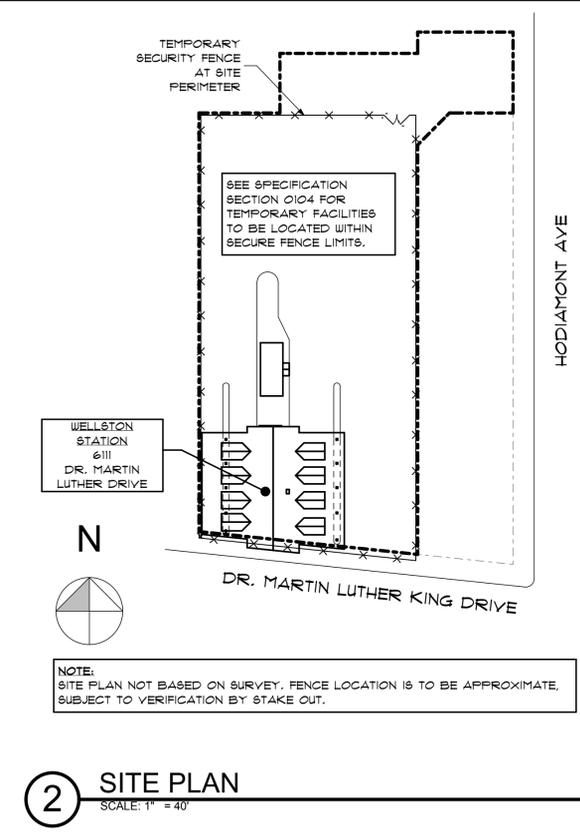
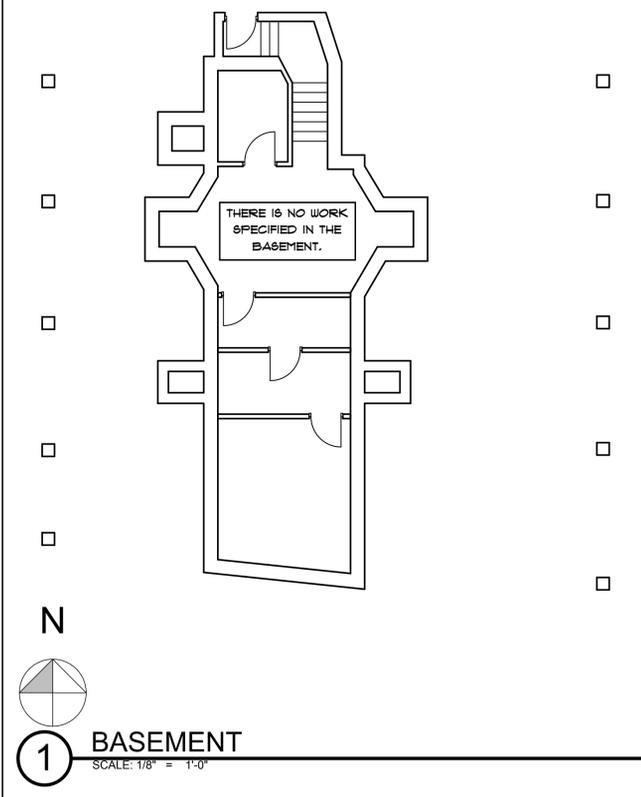
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 NO INTERIOR SCOPE OF WORK  
 2009 INTERNATIONAL EXISTING BUILDING CODE  
 USE GROUP: A-2  
 TAKE-AWAY RESTRAUNT  
 CONSTRUCTION TYPE: V-A

JEFFREY ALAN BRAMBILA - ARCHITECT  
 A-385  
 JEFFREY A. BRAMBILA, AIA  
 ARCHITECTS & PLANNERS  
 1423 LOUISVILLE AVENUE  
 ST. LOUIS, MISSOURI 63139  
 (314) 652-8617 FAX 652-8700

WINDOW SCHEDULE:	
WINDOW TYPE	SCOPE OF WORK
(A) EXISTING PIVOT WINDOW	BASE BID - SEE SPECIFICATIONS FOR SCOPE OF REPAIR
(B) EXISTING DOUBLE-HUNG WINDOW	ALTERNATE 1 - SEE SPECIFICATION FOR SCOPE OF REPAIR
(C) EXISTING DOUBLE-HUNG WINDOW	BASE BID - SEE SPECIFICATIONS FOR SCOPE OF REPAIR
(D) EXISTING MISC. FIXED GLAZING	BASE BID - SEE SPECIFICATIONS FOR SCOPE OF REPAIR
(X) EXISTING WINDOW - NOT IN SCOPE	NO ACTION

DOOR SCHEDULE:	
DOOR TYPE	SCOPE OF WORK
(OO) NEW HOLLOW METAL DOOR & FRAME	BASE BID - SEE SPECIFICATIONS
(X) EXISTING DOOR - NOT IN SCOPE	NO ACTION



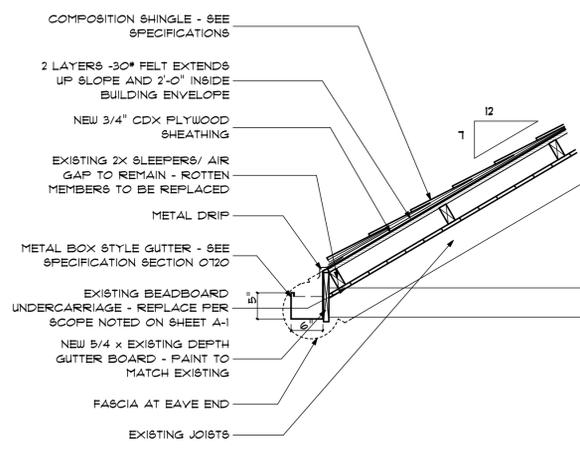
REVISIONS

BUILDING STABILIZATION:  
**WELLSTON STATION**  
 6111 DR. MARTIN LUTHER KING DRIVE ST. LOUIS, MISSOURI 63112  
 SITE PLAN / FLOOR PLANS / NOTES

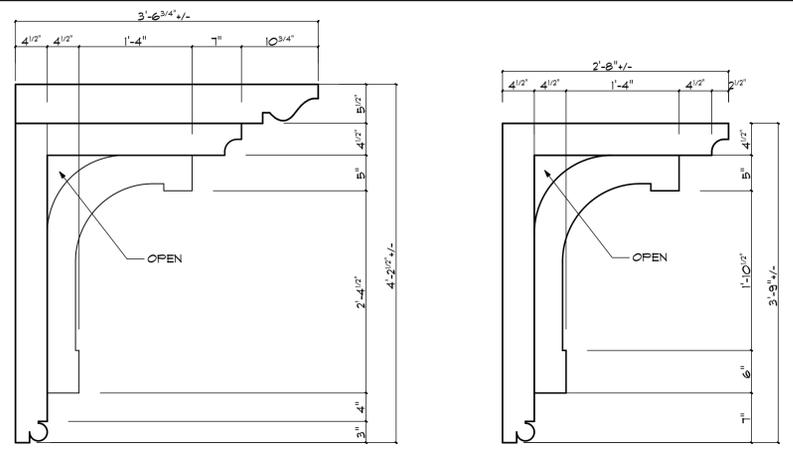
PROJECT NO: 14180  
 MAY 5, 2015

**A-1**

- EXTERIOR REFLECTED CEILING PLAN NOTES:**
- R1** SECURE AREAS OF LOOSE BEADBOARD UNDER CARRIAGE. DAMAGED OR ROTTEN AREAS OF BEADBOARD AND RELATED SHEATHING ARE TO BE REPLACED. PRIME AND PAINT ALL FINISH SURFACES.
  - R2** NEW DOWNSPOUT TO RETURN TO EXISTING BOOT AT GRADE.
  - R3** SECURE EXISTING WOOD BRACKET. BRACKET TO ALIGN FLUSH AND TRUE WITH SURROUNDING ELEMENTS.
  - R4** REPLACE OR REPAIR MISSING / DAMAGED BRACKET. PRIME AND PAINT. SEE BRACKET DETAILS ON SHEET A-3.
  - R5** EXISTING RIDGE BOARD TO BE REPLACED AT DORMER.
  - R6** EXISTING 2X JOIST HANGERS TO BE SECURED AND ROTTEN OR MISSING JOISTS ARE TO BE REPLACED. JOIST TO BE PRIMED AND PAINTED TO MATCH BEAMS STRUCTURE.

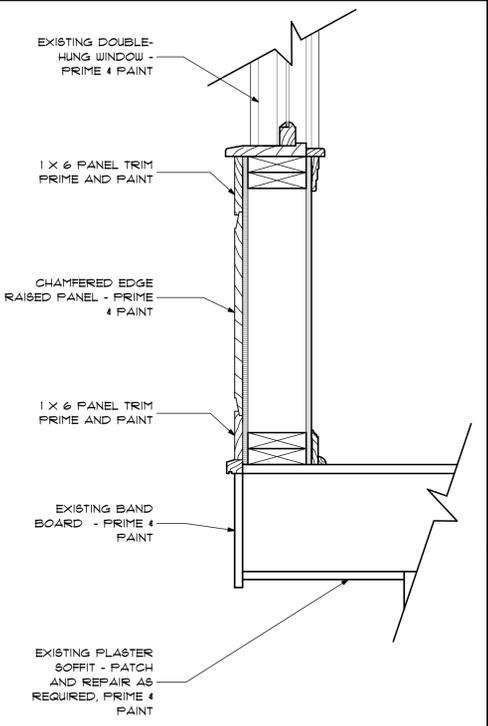


**1** DETAIL - TYPICAL EAVE AT GUTTER  
SCALE: 3/4" = 1'-0"

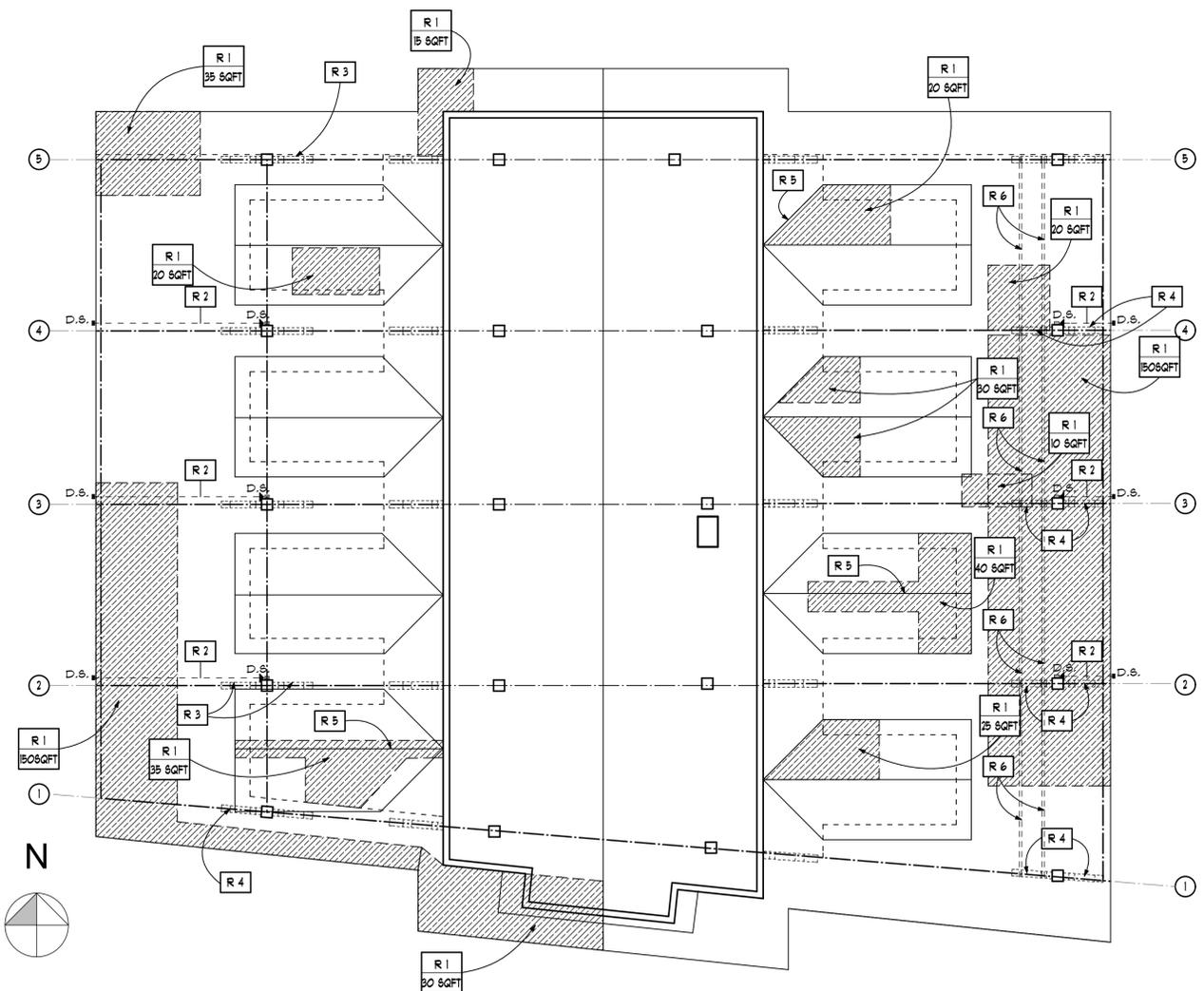


- BRACKET NOTES:**
- CONTRACTOR TO FIELD VERIFY ALL DIMENSIONS. BRACKETS VARY IN SIZE DEPENDING ON LOCATION.
  - ALL BRACKETS AT DORMERS, EAVES, OVERHANGS AND COLUMNS ARE TO BE RETAINED AND REPLICATED WHERE MISSING OR MISSING ELEMENTS. SEE SPECIFICATION SECTION 0603 - FINISH CARPENTRY AND SECTION 0902 FOR FURTHER REQUIREMENTS.

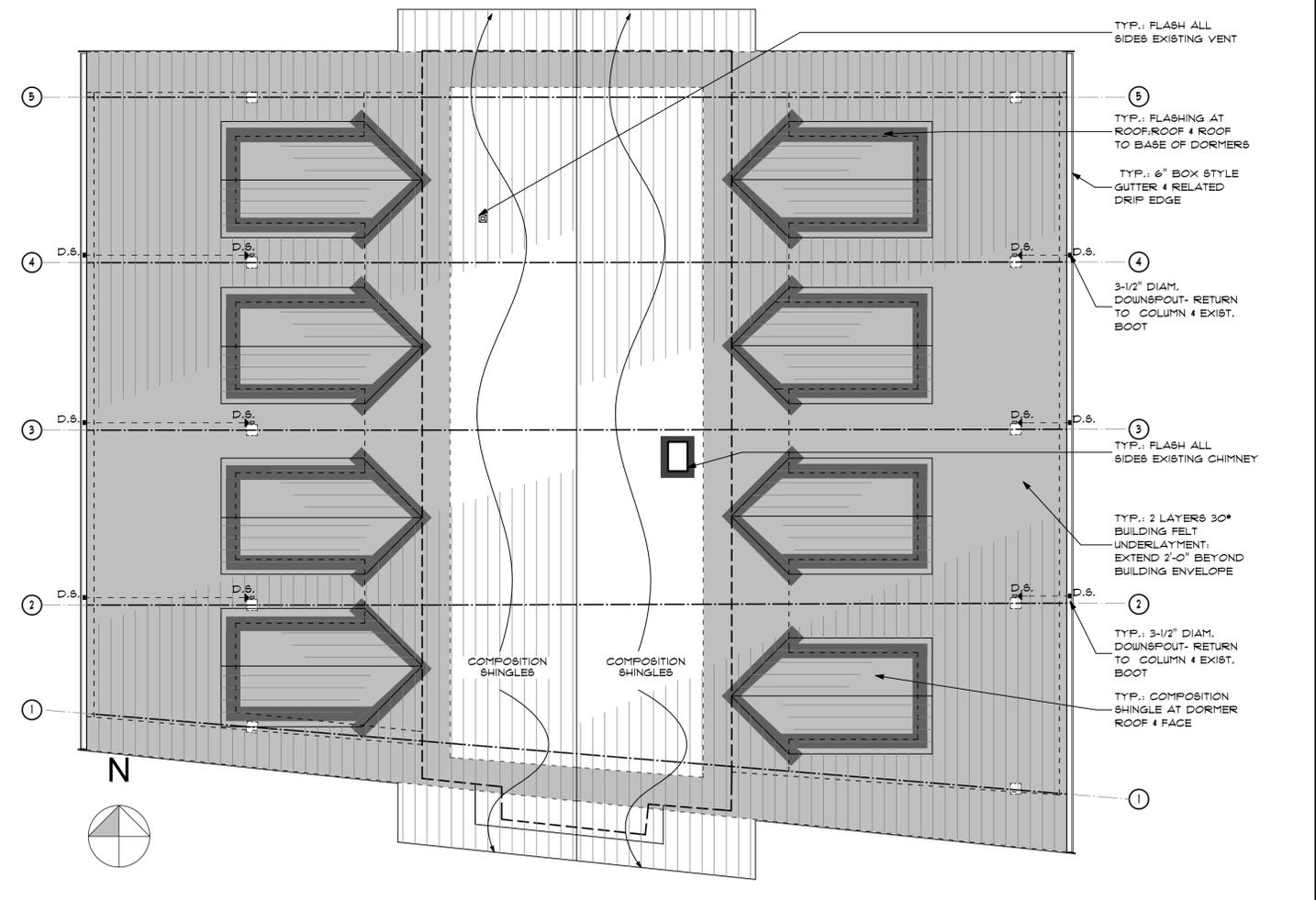
**2** BRACKET PROFILES  
SCALE: 1" = 1'-0"



**3** DETAIL - BASE PANEL AT BAY  
SCALE: 1 1/2" = 1'-0"



**4** EXTERIOR REFLECTED CEILING PLAN  
SCALE: 3/16" = 1'-0"



**5** ROOF PLAN  
SCALE: 3/16" = 1'-0"

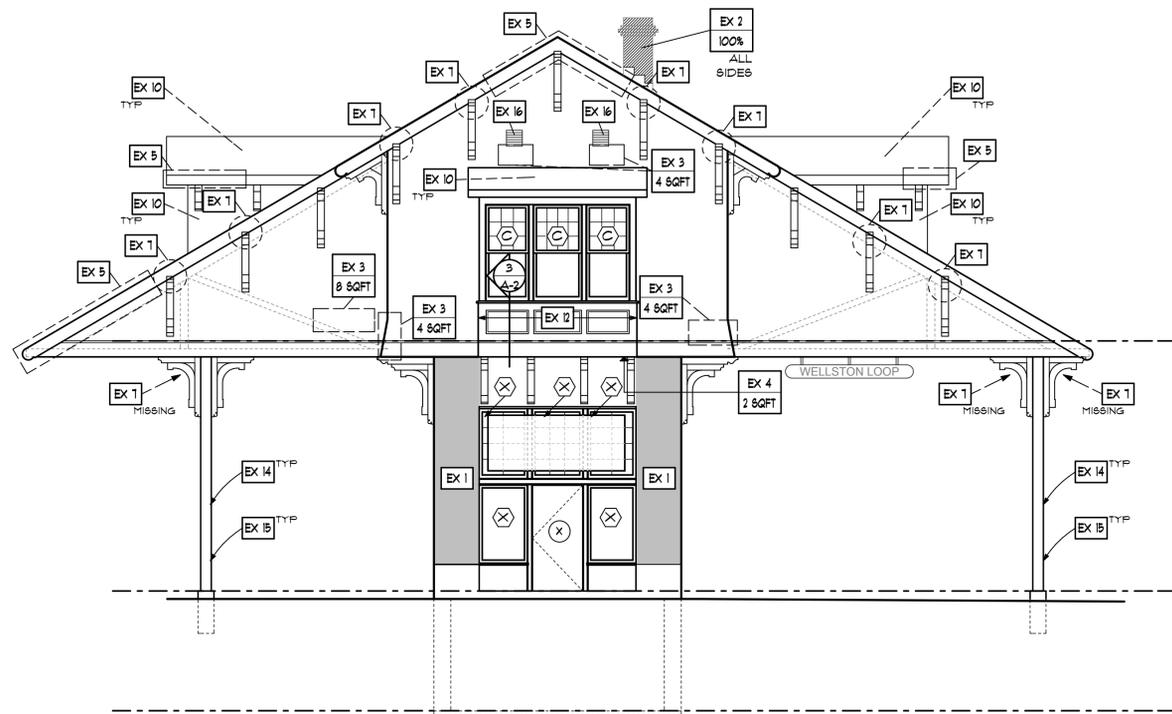
JEFFREY ALAN BRAMBILA - ARCHITECT  
A-385

JEFFREY A. BRAMBILA, AIA  
ARCHITECTS & PLANNERS  
1423 LOUISVILLE AVENUE  
ST. LOUIS, MISSOURI 63139  
(314) 652-8617 FAX: 652-8700

REVISIONS

BUILDING STABILIZATION:  
**WELLSTON STATION**  
6111 DR. MARTIN LUTHER KING DRIVE ST. LOUIS, MISSOURI 63112  
EXT. REFLECTED CEILING PLAN / ROOF PLAN / DETAILS

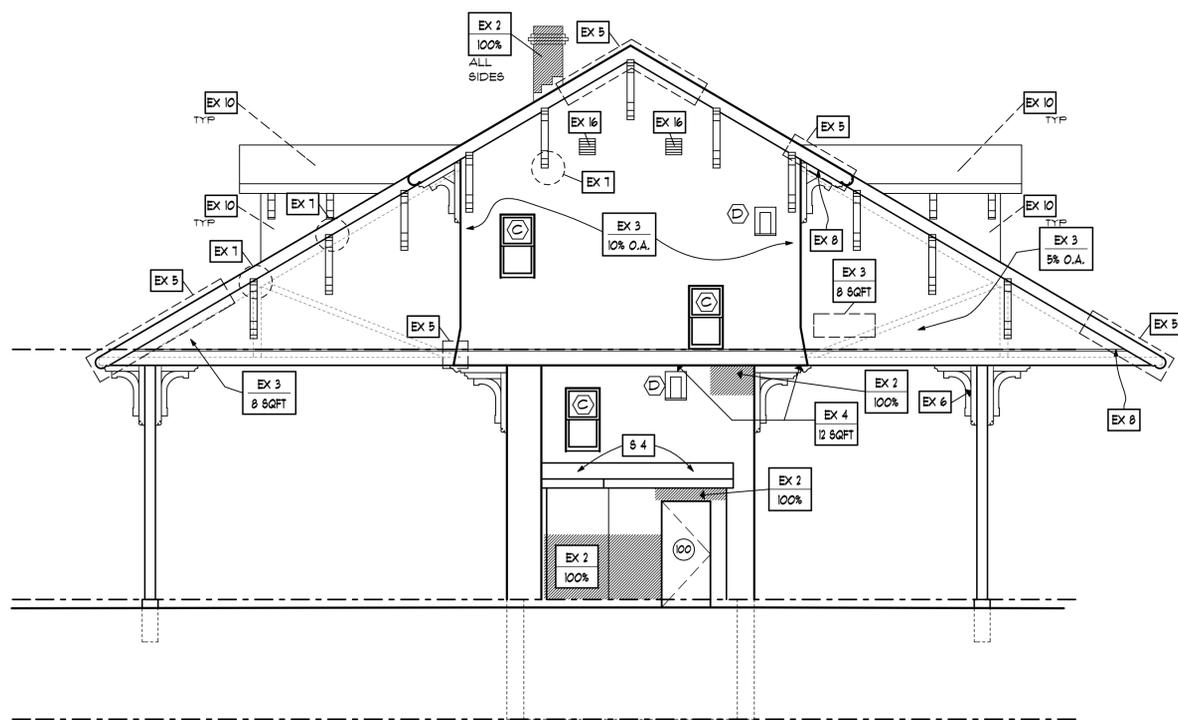
PROJECT NO:14180  
MAY 5, 2015



**SOUTH ELEVATION**



**EAST ELEVATION**



**NORTH ELEVATION**



**WEST ELEVATION**

**EXTERIOR WORK NOTES:**

- EX 1** SPOT REPOINTING TO BE DONE WITHIN THE SHADED AREA. MORTAR COMPOSITION AND COLOR TO MATCH EXISTING. JOINTS TO BE RAKED USING LEAST INTRUSIVE METHOD.
- EX 2** MASONRY TO BE REPOINTED. PERCENTAGE OF REPOINTING SHOWN ON DRAWING AND WITHIN SHADED AREA. EXISTING MORTAR JOINTS ARE TO BE RAKED USING LEAST INTRUSIVE METHOD AND NEW MORTAR IS TO MATCH IN COMPOSITION AND COLOR. REPLACE MISSING & UNSURE BRICKS WITH MATCHING MASONRY.
- EX 3** AREA OF SLATE SIDING TO BE REPLACED. SQFT QUANTITY NOTED ON DRAWING. SLATE TO MATCH REMAINING FIELD IN BOTH COLOR AND SIZE.
- EX 4** AREA OF DAMAGED PLASTER TO BE REPAIRED. PLASTER REPAIR TO BE PRIMED AND PAINTED TO MATCH SURROUNDING FIELD. SQFT QUANTITY NOTED ON DRAWING.
- EX 5** REPLACE DAMAGED AREA OF WOOD TRIM, FASCIA AND MILLWORK. ALL TRIM PROFILES ARE TO MATCH EXISTING WHERE BEING REPLICATED. ALL WOOD TO BE PRIMED AND PAINTED.
- EX 6** SECURE EXISTING WOOD BRACKET. BRACKET TO ALIGN FLUSH AND TRUE WITH SURROUNDING ELEMENTS.
- EX 7** REPLACE OR REPAIR MISSING / DAMAGED BRACKET. PRIME AND PAINT. SEE BRACKET DETAILS ON SHEET A-2.
- EX 8** SECURE AREAS OF LOOSE BEADBOARD SHEATHING. DAMAGED OR ROTTEN AREAS OF BEADBOARD ARE TO BE REPLACED. PRIME AND PAINT ALL FINISH SURFACES.

- EX 9** AREA OF DAMAGED SHEATHING/UNDERLAYMENT TO BE REPLACED. QUANTITY OF SHEATHING TO BE REPLACED IS NOTED ON DRAWINGS.
- EX 10** EXISTING SLATE ROOF TO BE REPLACED. NEW COMPOSITION SHINGLES TO BE INSTALLED.
- EX 11** AREA OF STUCCO TO BE CLEANED USING LOW-PRESSURE WATER CLEANING TO REMOVE DEBRIS/ORGANIC GROWTH. STUCCO TO BE PRIMED AND PAINTED.
- EX 12** EXISTING PLYWOOD PANEL TO BE REMOVED. NEW SHEATHING AND PANELED MILLWORK TO BE INSTALLED PER DETAIL ON SHEET A-2.
- EX 13** EXISTING PLASTER DAMAGE TO BE REPAIRED, PATCHED, PRIMED AND PAINTED.
- EX 14** EXISTING 1 X WD COLUMN WRAP MAY BE SALVAGED FOR REUSE. ALL REUSED TRIM IS TO BE SCRAPED, PRIMED AND PAINTED. COLUMN WRAP TO BE REPLACED WHERE MISSING OR DAMAGED. NEW CORNER MOLD TO BE INSTALLED. SEE PROFILE ON SHEET A-4.
- EX 15** EXISTING 1 X MEMBER AT COLUMN TO BE REPLACED (WHERE BOARD HAS BEEN CUT OR BASE IS ROTTEN). NEW 1 X BOARD TO BE TREATED AT END FACING GRADE. ALL FINISH SIDES TO BE PRIMED AND PAINTED.
- EX 16** EXISTING VENT TO BE RETAINED. SEE SPECIFICATION SECTION 0801 FOR VENTING DETAILS.
- EX 17** EXISTING GUTTER SYSTEM TO BE REMOVED. SEE NEW EAVE AND GUTTER DETAIL ON SHEET A-2.
- EX 18** EXISTING KITCHEN EXHAUST TO REMAIN.

**EXTERIOR GENERAL WORK NOTES:**

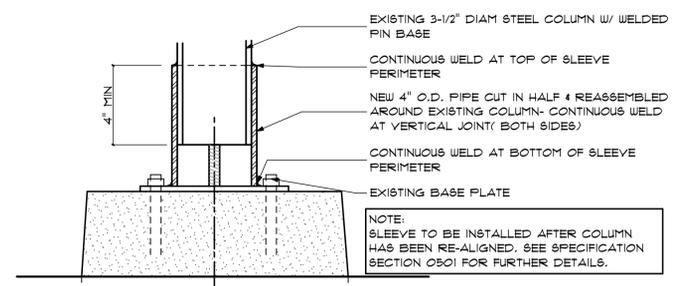
1. SCRAPE, PRIME & PAINT ALL EXISTING PAINTED SURFACES ABOVE THE FIRST FLOOR INCLUDING ALL BEAD BOARD, BEAMS, TRUSSES, COLUMNS, FASCIA & BRACKETS. SEE WINDOW SCHEDULE FOR PAINTING SCOPE.

**GENERAL STRUCTURAL WORK NOTES:**

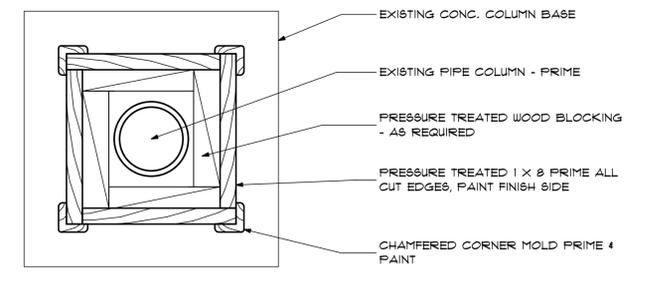
1. EXISTING TEMPORARY SUPPORTS ARE TO REMAIN IN PLACE UNTIL MATERIALS SURROUNDING SUPPORTS ARE ASSESSED IN DETAIL AND SCOPE IS DEFINED BY PROJECT MANAGER. ADDITIONAL TEMPORARY SUPPORTS TO BE INSTALLED AS REQUIRED TO ACHIEVE PROPER REVIEW OF TRUSSES.
2. DETAILED STRUCTURAL NOTES ARE TO BE FOUND IN PROJECT SPECIFICATIONS AND ARE AS NOTED IN CROSS SECTIONS ON SHEET A-4.

REVISIONS

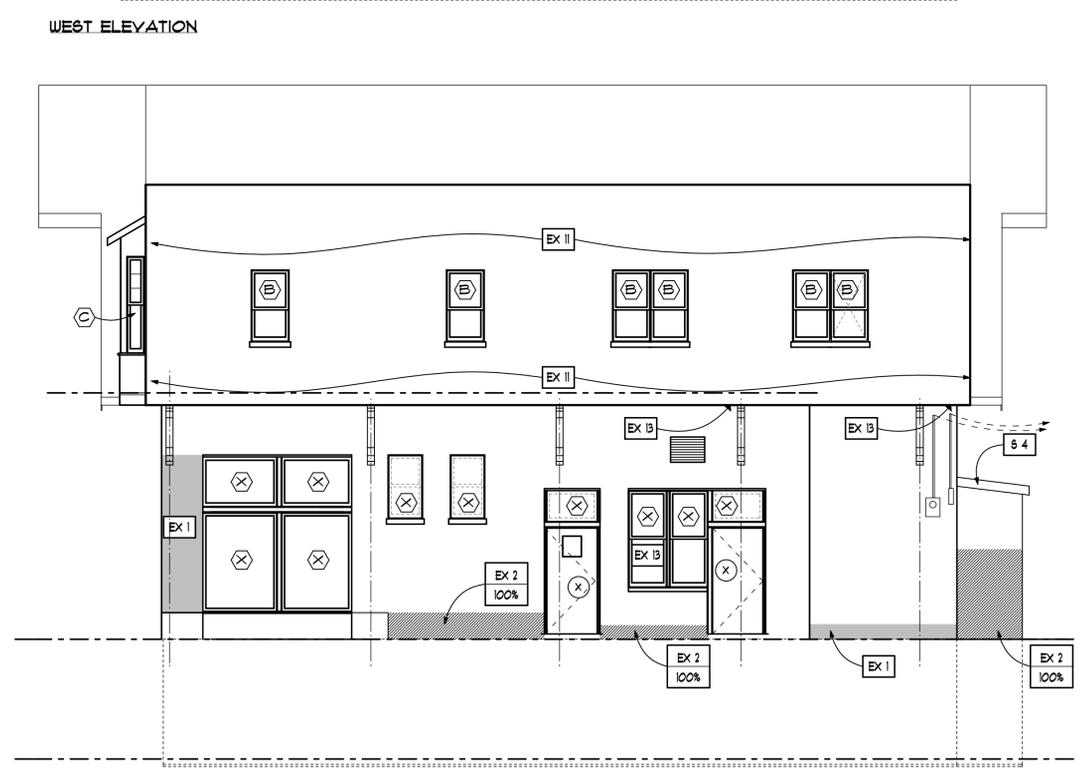
BUILDING STABILIZATION:  
**WELLSTON STATION**  
6111 DR. MARTIN LUTHER KING DRIVE ST. LOUIS, MISSOURI 63112  
EXTERIOR ELEVATIONS



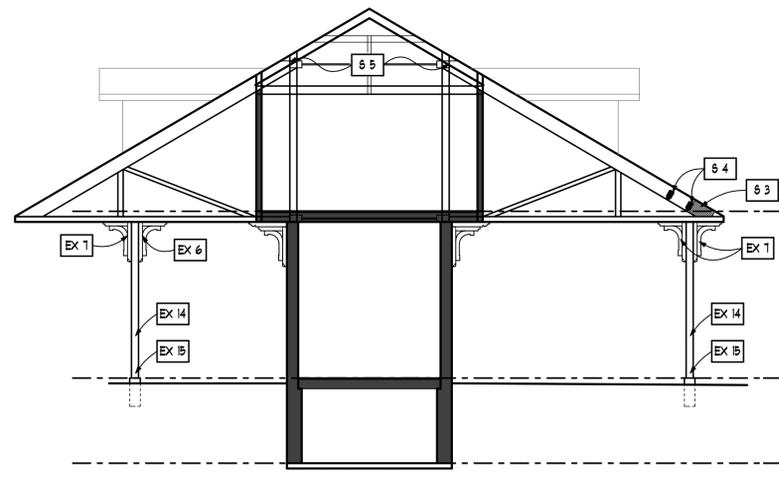
**1** DTL-BASE REINFORCEMENT AT COLUMN #E4  
SCALE: 3" = 1'-0"



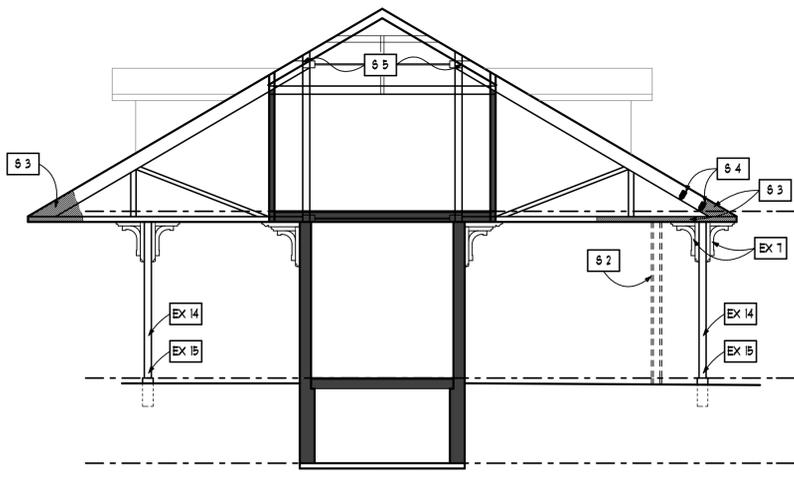
**2** DETAIL - TYP. COLUMN WRAP  
SCALE: 3" = 1'-0"



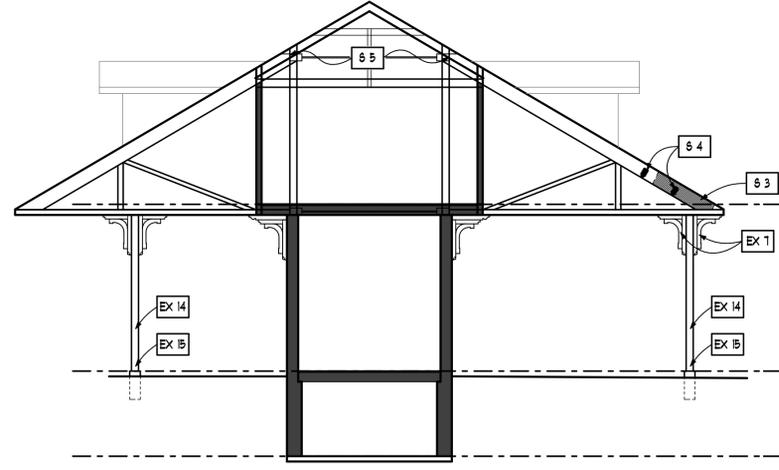
**3** EXTERIOR ELEVATIONS - UNDER EAVES  
SCALE: 3/16" = 1'-0"



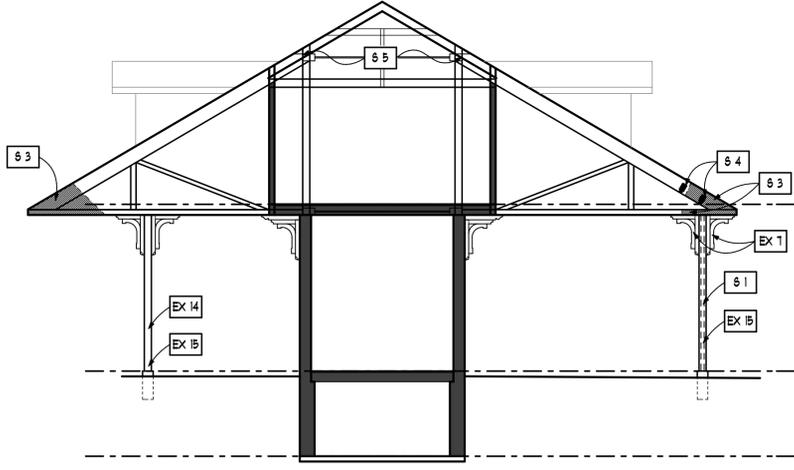
CROSS SECTION: STRUCTURE LINE 1



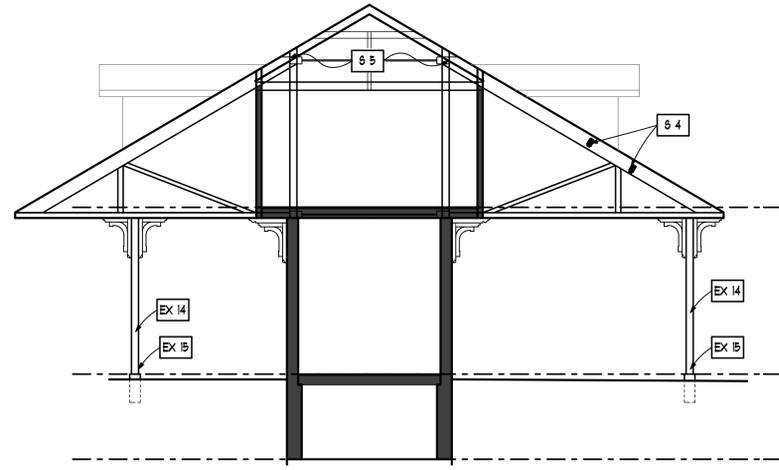
CROSS SECTION: STRUCTURE LINE 2



CROSS SECTION: STRUCTURE LINE 3



CROSS SECTION: STRUCTURE LINE 4



CROSS SECTION: STRUCTURE LINE 5

**4** STRUCTURAL  
SCALE: 1/8" = 1'-0"

**STRUCTURAL WORK NOTES:**

- 61** EXISTING COLUMN TO BE STRAIGHTENED. SEE DETAIL 1 ON SHEET A-4 AND SPECIFICATIONS SECTION 0501 STRUCTURAL STEEL. NEW COLUMN WRAP PER DETAIL 2/A-4 TO BE INSTALLED AT COLUMN.
- 62** EXISTING TEMPORARY COLUMN BRACING TO REMAIN UNTIL EXISTING CONDITIONS ARE ASSESSED. INSTALL ADDITIONAL TEMPORARY SUPPORT AS REQUIRED.
- 63** ROTTEN, DETERIORATED WOOD AT TRUSS END TO BE REMOVED. FURTHER ANALYSIS TO BE MADE BEFORE REPAIRS ARE COMPLETED. CONTACT PROJECT MANAGER WHEN CONDITION IS READY TO BE ASSESSED.
- 64** EXISTING AND OR MISSING 2X MEMBERS SECURED WITH JOIST HANGERS ARE TO BE REPLACED. ALL 2 X MATERIAL TO BE PRIMED AND PAINTED TO MATCH ROOF STRUCTURE.
- 65** SCOPE OF WORK ON INTERIOR PORTIONS OF TRUSS STRUCTURE, IN CEILING ABOVE 2ND FLOOR, TO BE DETERMINED AFTER REMOVAL OF ROOF SHEATHING AND EXPOSURE OF EXISTING CONDITIONS.

**NOTES:**

COLUMN AND BRACKET NOTES ON THE ABOVE DRAWINGS CAN BE FOUND ON SHEET A-3.  
NOTES RELATING TO EXTERIOR FINISHES AND REPAIRS CAN BE FOUND ON EXTERIOR ELEVATIONS, SHEET A-3.

JEFFREY ALAN BRAMBILA - ARCHITECT  
A-3885

JEFFREY A. BRAMBILA, AIA  
ARCHITECTS & PLANNERS  
1423 LOUISVILLE AVENUE  
ST. LOUIS, MISSOURI 63139  
(314) 652-8617 FAX 652-8700

REVISIONS

NO.	DATE	DESCRIPTION

BUILDING STABILIZATION:  
**WELLSTON STATION**  
6111 DR. MARTIN LUTHER KING DRIVE ST. LOUIS, MISSOURI 63112  
EXTERIOR ELEVATIONS / STRUCTURAL

PROJECT NO:14180  
MAY 5, 2015

**A-4**

**Exhibit 2**

**Bid Proposal Form**

**CONTRACTOR BID FORM**  
**BUILDING STABILIZATION**  
**WELLSTON STATION**  
**6111 DR. MARTIN LUTHER KING DR.**  
**ST. LOUIS, MISSOURI**

**Bidder:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City, State, and Zip Code:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

**Grand Total Bid:** \_\_\_\_\_

TO: Land Reutilization Authority of the City of St. Louis  
1520 Market Street, Suite 2000  
St. Louis, Missouri 63103  
Attention: Ms. Aminah T. Wright

1. **General:** The Bidder, having familiarized itself with the existing conditions in the area of the work affecting the cost of the work, with the Bid Documents, which included the Invitation, Instructions to Bidders, the Form of Bid Proposal, the Bid Guaranty requirements, the Form of Non-Collusive Affidavit, the Form of Contract, the Performance and Payment Bond requirements, the General Conditions, the Special Conditions, the Construction Specifications, Bid Documents and Drawings, Addenda as well as a Section 3 Plan, if any thereto, as prepared by the Land Reutilization Authority (Authority), 1520 Market Street, Suite 2000, St. Louis, Missouri 63103, and the Engineers, hereby proposes to furnish at the price indicated on this Bid Proposal, all technical personnel, labor, materials, equipment and services required to perform and complete all work required for the **BUILDING STABILIZATION, WELLSTON STATION.**
  
2. **Qualifications:** For the undersigned's Proposal to be considered for award of the contract, the following qualification documents, executed where necessary, are submitted herewith:
  - a. Contractor's Qualifications, including AIA Document 305 signed by an officer of the company;
  - b. If the Bidder is a partnership or joint venture, provide a copy of the partnership or joint venture contract;
  - c. The number of years Contractor has been engaged in demolition/remediation work of a similar nature to this project.
  - d. List of full time on-site supervisory personnel to be engaged in the contract, their name, title, resumes, references, length of service with Contractor's company,

specific experience including the size and dollar value of projects supervised for the on site supervisor who will be responsible for the work under this project. The identified supervisory official shall have complete authority to speak for and make commitments for the Contractor. The supervisory official shall have a minimum of five (5) years experience in projects of similar size and scope, and submit a list of owner contacts for projects performed within that time frame.

- e. A complete list of contracts performed by the Bidder involving work similar in nature, scope or technical requirements to that required for this Project, including names, addresses, telephone numbers and contact persons of the owners.
- f. A detailed description of the means, methods or procedures that will be employed by the Bidder in connection with the performance of the work on the Project.
- g. Detailed project schedule for all work reflecting completion within 180 calendar days subsequent to the execution of the contract.
- h. Evidence of Contractor's ability to obtain Performance and Payment Bond as required by the Bid Documents, shown by a letter signed by the Contractor's bonding company.
- i. Evidence of Contractor's ability to obtain insurance as required by the Bid Documents, shown by a letter signed by the Contractor's insurance company, and addressing specifically each item under the General Conditions, Section 30, Insurance.
- j. Credentials and copies of licenses of the landfill site and operator to be used for waste materials/debris.
- k. Each Bidder shall (i) submit with its Proposal, a notarized statement describing any citations and /or violations issued by any regulatory agency concerning performance on previous contracts, (ii) briefly describe the circumstance(s) involving the job(s) and citation(s)/ violation(s) and involved persons and agencies, (iii) discuss the outcome(s) of any violation(s) and (iv) answer the question, "has your firm or its agents been issued a Stop Work Order on any project within the last 24 months?" If the answer to the questions is "yes", provide details as specified above.
- l. Each Bidder shall answer the question, "Are you now or have been in the past, a party to any litigation or arbitration arising out of your performance of any contract?" If the answer to the question is "yes", provide details as specified in (1) above. You shall describe any liquidated damages assessed against you within the last 24 months.

Failure to report properly or truthfully any of the required information in Section 2, Qualifications, shall be considered sufficient cause for the Authority's rejection of the submitted Bid. In addition, the Authority reserves the right to take such steps as it deems necessary to determine the ability of each Bidder to perform the work. The Bidder shall provide to the Authority such additional information and data for this purpose as the Authority may request. The Authority reserves the right to reject any bid or Bidder for any reason considered by the Authority to be relevant to the

Bidder's potential performance, including but not limited to the Authority's investigation or consideration of the information submitted by such Bidder.

The Bidder has indicated, in figures, a Price for each of the separate items called for in the Proposal, and has shown the Gross Sum ("Grand Total Bid") in the place indicated in the Proposal as the summation of said items.

In case of Discrepancy between the Gross Sum shown in the Proposal and that obtained by adding the items of the work, the Bidder agrees that the sum of the items shall govern, and any errors found in said Sum may be corrected by the Authority.

Unbalanced proposals on which the prices for some items are out of proportion to the prices for other items will be considered as sufficient cause for the disqualification of a Bidder and the rejection of its proposal.

The Bidder agrees that the Authority may reject its bid for any or no reason and award the contract to another party, and hereby waives any claim of damages for said.

If written notice of acceptance of the above bid is mailed, telegraphed, faxed, or delivered to the Bidder within ninety (90) calendar days after the opening thereof, or at any time thereafter before this bid is withdrawn, the Bidder agrees to execute and deliver a Contract in the prescribed form and to furnish the required bond and insurance within five working days after the Contract is presented to it for signature.

Security in the sum of \_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_) in the form of \_\_\_\_\_ is submitted  
herewith in accordance with the Instructions to Bidders.

Attached hereto is an affidavit of proof that the Bidder has not colluded with any person with respect to this bid or any other bid submitted for this Contract.

The Bidder has submitted or has enclosed financial and experience statements in accordance with the Bid Documents.

Receipt is hereby acknowledged of the following addenda:

<b><u>Addendum No.</u></b>	<b><u>Dated</u></b>	<b><u>Acknowledged</u></b>
_____	_____	_____
_____	_____	_____

**3. Prices:** The following price breakdown must be filled out for the purpose of bid evaluation and to establish a schedule of values for the work. Bidders are reminded that the goal of this project is to **stabilize the building by replacing the roof, administering structural repairs and paint to the buildings' exterior. Interior work is limited to the installation of a handrail from the first floor to the second floor. The Grand Total Bid will be used in determining the selected bidder, but it is likely that some bid items will not be included in the final contract.** The bid prices shall include all labor, materials, overhead, profit, insurance, taxes, fees, permits, etc. to cover the finished work. Successful bidder agrees to:

- Accomplish the scope-of-work in accordance with requirements of the Bid Document;
- Maintain compliance with all regulatory requirements and accepted industry standards;
- Follow the HASP to maintain a safe environment during performance of the work; and
- Perform the scope-of-work in a manner that minimizes disruption to the site operations.

**LUMP-SUM PRICING:**

Lump-sum price includes all labor, materials, profit, insurance, taxes, and fees to complete the **restoration and construction** work as specified in the Bid Document.

Replacement/Repair of Roof and Building Structure

**Completely remove and replace existing roof, and repair existing structural columns and trusses supporting the roof structure. Repair, restore and paint exterior building elements, including slate siding, windows, trim, decorative elements, etc.** Lump-sum price includes all labor, materials, profit, insurance, taxes, and fees to complete the restoration for the **Building Stabilization Wellston Station** as specified in Part 2 and Part 3 of the Bid Document.

\$ \_\_\_\_\_

Interior Building work

**Install a new handrail at the stairs leading from the first floor to the second floor.** Lump-sum price includes all labor, materials, profit, insurance, taxes, and fees to complete the restoration for the **Building Stabilization Wellston Station** as specified in Part 2 and Part 3 of the Bid Document.

\$ \_\_\_\_\_

**ADD ALTERNATE:**

Restoration of Existing Windows

Repair, restore and paint the existing windows under the roof structure on the second floor. Acceptance of Alternate No. 1 shall be subject to the bid results and the project budget. Lump-sum price includes all labor, materials, profit, insurance, taxes, and fees to complete the restoration for the **Building Stabilization Wellston Station** as specified in Part 2 and Part 3 of the Bid Document.

\$ \_\_\_\_\_

**GRAND TOTAL BID:**

\$ \_\_\_\_\_

NOTE TO BIDDERS: Each unit item identified above shall include all costs to accomplish the specified item (including necessary supervision, labor, equipment, applicable permits, taxes, etc.). Please note that quantity estimates on the bid sheet are provided for bid comparison purposes only. Payment will be based upon actual quantities as determined by Engineer (or its representative's) field observations and measurements.

ITEMIZED FEE SCHEDULE: Bidder will submit an itemized fee schedule with their Bid Form indicating unit rates for labor, materials, and equipment for performing the UST work. The fee schedule will become part of the subcontract agreement.

The contract resulting from this opportunity is subject to the Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The current prevailing wage determination issued by the Department of Labor is provided in Appendix F-5.

**BID EXECUTION:**

Bidder agrees that the bid pricing will remain firm for a period of 60 calendar days following the bid-closing time. The Bid Form will be executed by an authorized agent of the company binding the Bidder to a legal subcontract agreement.

**4. Subcontractors.** The names and addresses of the major subcontractors who will be used on the project are (use additional sheets as necessary):

<b><u>Name</u></b>	<b><u>Address</u></b>	<b><u>Specialty</u></b>
a. _____	_____	_____
b. _____	_____	_____
c. _____	_____	_____

The undersigned further declares that it has carefully examined the Bid Documents, plans, specifications, and the job site, and has satisfied itself as to all quantities and conditions and understands that in signing this proposal, it waives all right to plead any misunderstanding regarding these documents and conditions.

The total fee proposed to accomplish all of the work indicated on the plans and specifications shall be reflected in the above line item breakdown. In the event that there is some doubt as to where a specific material or labor cost should be included, Contractor shall verify with the Authority or provide a written clarification as to the description of work included in a specific category. This proposal shall be binding on all of the heirs, successors, assigns, executors, and administrators of the undersigned.

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, and Zip Code: \_\_\_\_\_

Telephone Number: \_

Authorized Agent: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit 3**

**Mayor's Executive Order #47**



**EXECUTIVE DEPARTMENT  
MAYOR'S OFFICE  
ST. LOUIS  
EXECUTIVE ORDER NO. 47**

**An Executive Order relating to minority and women's business enterprises' participation in City contracts:**

**WHEREAS**, Clarence Harmon, as Mayor of the City of Saint Louis, executed an Executive Order Number 28 on July 24, 1997, relating to minority and women's business enterprises' participation; and

**WHEREAS**, Francis G. Slay, Mayor of the City of Saint Louis, extended Executive Order Number 28 by issuing Executive Orders numbered 33, 34, 36, 39 and 44; and

**WHEREAS**, Executive Orders numbered 33, 34, 36, 39 and 44 assisted in enhancing the opportunities of minorities and women participating fully in City-funded contracts; and

**WHEREAS**, Executive Order Number 44 expires on April 30, 2013; and

**WHEREAS**, it is in the best interests of the City to continue to utilize the skills of minority business enterprises and women's business enterprises in City-funded contracts.

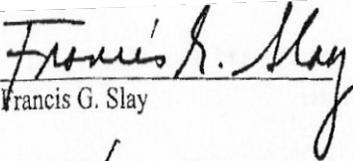
**NOW, THEREFORE, I**, Francis G. Slay, Mayor and Chief Executive Officer of the City of Saint Louis, hereby amend, re-issue and extend Executive Order Number 28 until April 30, 2017, unless a new Executive Order or Ordinance with the same subject matter supersedes this re-issuance and extension. Executive Order Number 28 is hereby amended as follows:

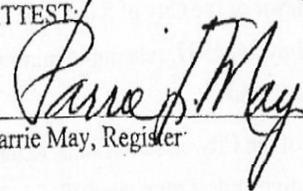
Section 13(2) shall be amended and re-stated to read: "The committee shall consist of the following ten (10) members appointed by the Mayor":

- (a) One (1) member of the Commission of the Civil Rights Enforcement Agency;
- (b) One (1) member of the Minority Contractor Initiative (MCI);
- (c) One (1) member of the MOKAN Construction Contractors Assistance Center;
- (d) One (1) member of the National Association of Women in Construction;
- (e) One (1) member of the Associated General Contractors of St. Louis;
- (f) One (1) member of the Hispanic Chamber of Commerce;
- (g) One (1) member of the National Indian Community Association;
- (h) One (1) member of the Asian-American Chamber of Commerce;
- (i) One (1) member of the St. Louis Minority Supplier Development Council; and
- (j) One (1) member of the St. Louis Council of Construction Consumers;

As modified and amended by this Amendment, Executive Order Number 28 shall remain in full force and effect in accordance with the respective terms thereof.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the seal of the City of Saint Louis this 30th day of April 2013.

  
Francis G. Slay

ATTEST:  
  
Parrie May, Register

## **EXECUTIVE ORDER**

### **MINORITY AND WOMEN-OWNED BUSINESS PARTICIPATION ON CITY CONTRACTS**

**An Executive Order relating to minority and women's business enterprises' participation in City contracts,**

**WHEREAS, the City of St. Louis is particularly concerned that local minority and women's business enterprises be afforded an equal opportunity to participate and be utilized in City-funded contracts; and**

**WHEREAS, there is ample evidence that there has been discrimination against minority and women's business enterprises in the City of St. Louis and the effects of that discrimination are continuing; and**

**WHEREAS, it is the policy of the City of St. Louis to rectify the effects of identified discrimination within its jurisdiction; and**

**WHEREAS, it is the City's goal to fully utilize the skills of minority business enterprises and women's business enterprises in all sectors of the economy so as to best advance the City's economic and business development objectives; and**

**WHEREAS, the City of St. Louis, Missouri, the St. Louis Minority Contractors Association, Inc., and the United States Department of Housing and Urban Development entered into a Consent decree in the United States District Court for the Eastern District of Missouri on or about December 11, 1990 toward the end of establishing a program to enhance the opportunities of minority and women's businesses to participate fully in City-funded public work contracts; and**

**WHEREAS, the Board of Aldermen adopted Ordinance 62035, approved July 29, 1990, establishing a review committee to make recommendations to the Board.**

## **SECTION ONE. DEFINITIONS**

**For purposes of this policy, the following terms have the meanings indicated:**

- 1. Minority Business Enterprise (MBE): a sole proprietorship, partnership, or corporation owned, operated, and controlled by minority group members who have at least 51% ownership. The minority group member(s) must have day to day operational and managerial control, and an interest in capital and earnings commensurate with his or her percentage of ownership.**
- 2. Minority Group member(s): persons legally residing in the United States who are African-American, Asian-American, Native-American or Hispanic-American.**
- 3. Women's Business Enterprise (WBE): a sole proprietorship, partnership, or corporation owned, operated and controlled by a woman or women who have at least 51% ownership. The woman or women must have day to day operational and managerial control, and an interest in capital and earnings commensurate with her or their percentage of ownership.**
- 4. Certification: The process by which the St. Louis Development Corporation determines a person, firm or legal entity to be a bona fide minority or women's business enterprise.**
- 5. Contracting Agency: Any Agency or Department making a contract on behalf of the City of St. Louis.**

## **SECTION TWO. POLICY**

**It is hereby declared to be the policy of the City of St. Louis that the effects of identified discrimination against minority business enterprises and women's business enterprises within its jurisdiction shall be eradicated as part of the overall City business and economic development strategy. The method that the City shall employ to implement that policy is the established of a goal of at least**

**25% minority business enterprise participation and at least 5% women's business enterprise participation in contracts and purchases wherein City funds are expended. That goal shall be pursued by the programs described below.**

### **SECTION THREE. PROGRAM ADMINISTRATION**

**1. SLDC shall be charged with overall responsibility for the administration and enforcement of the City's minority and women's business enterprise participation policy. SLDC will establish procedures for all contracting agencies for the purpose of monitoring the City's overall performance with respect to minority and women's business enterprise participation. The duties and responsibilities of SLDC shall include:**

- (a) adopting rules and regulations to effectuate this order;**
- (b) developing and distributing a directory of certified MBE's and WBE's;**
- (c) providing information and needed assistance to MBE's and WBE's to increase their ability to compete effectively for the award of City contracts;**
- (d) investigating alleged violations of this order and making written recommendations for remedial action when appropriate;**
- (e) developing and distributing all necessary forms, applications, and documents necessary to comply with implement and effectuate this order;**
- (f) reviewing, on a regular basis, the progress of each contracting agency toward achieving the goals for the utilization of minority and women's business enterprises and making an annual report as of June 30 of each year, which report shall be delivered to the Mayor no later than September 30, commencing September 30, 1998, reporting that progress which has been made, together with recommendations as to such further remedial action that should be taken, if any;**

- (g) making recommendations to appropriate City officials regarding methods to further the policies and goals of this order;**
- (h) monitoring contractors throughout the duration of the contract to ensure that all efforts are made to comply with the requirements of this order; and**
- (j) certifying that the requirements of this order have been satisfied before contracts are signed or countersigned.**

**2. It shall be the responsibility of the contracting agency to ensure that bids or proposals from the agency adhere to the procedures and provisions set forth in this order.**

- (a) The contracting agency director or designee shall assume primary responsibility for achieving the goals of this program and shall review, on a continuing basis, all aspects of the program's operations to assure that the purpose is being attained;**
- (b) The contracting agency shall take the following actions to ensure that MBE's and WBE's have maximum opportunity to participate on City contracts for which bids are solicited:**
  - (i) the advertisements for bids, if any, shall appear in the City Journal no less than 21 days before bids are due for specific contracting opportunities, except where the contracts are awarded on an emergency basis;**
  - (ii) a written notification shall be sent to such minority and women's trade and professional associations and contractors' associations as are designated by SLDC about the availability of contracting opportunities no less than 21 days before bids are due, except where the contracts are awarded on an emergency basis, in which case the notice shall be sent as soon as may be;**
  - (iii) all contract solicitations shall include the MBE/WBE policy and any other materials required;**

- (iv) all contracting opportunities shall be evaluated in an effort to divide the total requirements of a contract to provide reasonable opportunities for minority and women's business enterprises;
- (v) guidelines shall be established to ensure that a notice to proceed is not issued until signed letters of intent or executed agreements with the MBE's and WBE's proposed in the bid documents have been submitted; and
- (vi) actions shall be taken to ensure that all required statistics and documentation are submitted to SLDC as requested.

(c) The contracting agency shall annually formulate a contract forecast estimating the number, probable monetary value, type of contracts and the estimated solicitation date for the contracts the contracting agency expects to award in the upcoming year. In addition, an implementation plan describing how the contracting agency will accomplish its MBE/WBE utilization goals shall be formulated. Each contracting agency will submit these documents to SLDC on or before June 30.

(d) The contracting agency shall make quarterly reports to SLDC concerning the agency's progress in achieving the goals established by this order.

3. It shall be the responsibility of each bidder and proposer to adhere to the procedures and provisions set forth in this order.

(a) each bidder and proposer must complete an MBE and WBE Utilization Form and identify therein its commitment, if any, to utilize MBE's and WBE's. Any failure to complete and sign the MBE and WBE utilization form will result in the bid or proposal being declared nonresponsive. In its response to an invitation to bid or request for proposal, the bidder or proposer shall include the names of minority and women's business enterprises to whom it

intends to award subcontracts, if any, the dollar value of the subcontracts, and the scope of work to be performed;

- (b) it is the bidder's or proposer's responsibility to ensure that all MBE's and WBE's projected for use have been certified by the City prior to bid opening;
- (c) whenever additional contract supplements, extra work orders, or change orders are made that individually, or in the aggregate, increase the total dollar value of the original contract, the contractor shall make every effort to maintain the level of MBE and WBE participation as established in the original contract;
- (d) the awardee of a contract must submit copies of executed agreements with the MBE's and WBE's being utilized;
- (e) the awardee of a contract must submit reports and documentation as required by SLDC, verifying payments to the MBE's and WBE's being utilized.

4. Contracting Agencies, contractors, subcontractors, and the construction clearinghouses shall consider, and follow where appropriate, the following guidelines in making good faith efforts to meet the goals of this order. All good faith efforts shall be made prior to bid opening. These guidelines are not all inclusive.

#### **SHARED RESPONSIBILITIES FOR GOOD FAITH EFFORTS**

##### **(a) CONSTRUCTION CLEARINGHOUSE**

The SLDC's contractors assistance agency and construction clearinghouse, the Contractor's Assistance Program (CAP), will distribute information on the City's needs to all of the M/WBEs who may be interested in performing all or part of the work that the City requires.

**(i) DISTRUBUTION OF INFORMATION**

By first class mail, fax or E-mail, the construction clearinghouse shall promptly distribute all information that the City and its plan holders may provide. The clearinghouse shall act on all information that it receives in no more than two business days.

**(ii) DIRECTORY OF M/WBEs IN THE RELEVANT AREA**

The construction clearinghouse shall have access to sufficient quantities of the SLDC M/WBE Directory and the St. Louis Airport Authority's DBE Directory, including but not limited to information on the categories of work that each firm performs.

**(iii) BONDING AND INSURANCE**

The construction clearinghouse shall create and regularly update a directory of the bonding and insurance agents in the relevant area. Upon request, the clearinghouse should give a copy of the directory to any interested party. In addition, the clearinghouse should be prepared to provide the name, address and telephone number of a bonding or insurance agent who may be able to respond to a firm's request for assistance. The clearinghouse should also encourage and facilitate liaison between the bonding and insurance industries and the M/WBEs in the relevant area.

**(b) CONTRACTING AGENCIES**

**(i) GENERAL**

The City shall ensure, to the extent practical, that its plans and specifications are clear and reflect the actual requirements. The City shall delete any contractual provisions that would require M/WBEs to take unreasonable business risks.

## **ADVERTISING**

**(ii) The City will publicly advertise every project, taking advantage of general circulation magazines and newspapers, and any publications that target minorities or business women in the relevant area. The City shall also use the construction clearinghouse to notify all M/WBEs of all business opportunities. The City should run its advertisements and notify the clearinghouse as soon as practical, but not less than two weeks before the date on which bids are due.**

**The City's advertisements and its notice to the clearinghouse shall include:**

- The date, time, place and contact person for any pre-bid meeting;**
- Expressly encourage M/WBEs to bid for the prime contract, or to the prime contractors holding plans for the project;**
- Estimate the subcontracting opportunities that the project will provide, including but not limited to the type of work that prime contractors are likely to subcontract; and**
- Explain that the City has provided a copy of the plans and specifications to the construction clearinghouse.**

### **(iii) PRE-BID MEETINGS**

**The City may conduct a pre-bid meeting or make its project manager readily available to discuss the project with interested parties. In addition, the City shall reduce all questions and answers to writing and should promptly provide that information to all plan holders, including the construction clearinghouse.**

**The City shall use at least part of any pre-bid meeting to encourage prime contractors and M/WBEs to work together, providing an opportunity for all firms to identify themselves, and for all M/WBEs to identify the type(s) of work that**

they perform. The City should also emphasize that it expects all firms to perform a commercially useful function.

**(iv) PLAN HOLDERS**

No more than seven calendar days after it has advertised the project, the City should give a list of plan holders to the construction clearinghouse, including the name, street address, telephone number, fax number, E-mail address and contact person for each firm. The City should update the list of plan holders at least once a week.

**(v) PLANS AND SPECIFICATIONS**

The City shall provide one copy of its plans and specifications to the construction clearinghouse free of charge. The plans and specifications shall be provided on the same date on which the project is formally advertised.

The City shall expressly direct and require its design professionals to satisfy these requirements and to make themselves readily available to all contractors, to the extent necessary to eliminate any ambiguities.

In addition, the City shall reduce all questions and answers to writing and should promptly provide that information to all plan holders, including the construction clearinghouse.

**(c) PRIME CONTRACT BIDDERS AND OTHER PLAN HOLDERS**

**(i) NOTICE TO CLEARINGHOUSE**

Any firm that intends to bid for the prime contract should have a notice of its intention delivered to the construction clearinghouse as soon as feasible, but no fewer than seven calendar days before the date on which the firm desires to have all quotes in hand.

**That notice may be delivered by fax or E-mail, but should be in writing, in addition, it should:**

- **Include the name, street address, fax number, telephone number and E-mail address of a contact person;**
- **Specify the items of work that the plan holder may subcontract; and**
- **Expressly encourage M/WBEs to quote those items.**

**(ii) PREBID MEETINGS**

**The prime contract bidder should attend any pre-bid meeting that the City may schedule.**

**(iii) FOLLOW-UP WITH M/WBEs**

**The prime contract bidder should promptly return all calls, faxes, and E-mail that it receives from interested M/WBEs. The follow-up should take the form of a telephone call, fax or E-mail during normal business hours.**

**(iv) PLANS AND SPECIFICATIONS**

**Upon request, the plan holder should permit any interested M/WBE to review the project's plans and specifications at the plan holder's place of business during normal business hours. In addition, the prime contract bidder should have at least one employee available to help the M/WBE identify the specific item(s) in which the latter may have an interest.**

**(v) BONDING AND INSURANCE**

**The prime contract bidder should be encouraged not to deny a subcontract to an otherwise qualified and competitive, and if necessary, certified M/WBE solely because the latter cannot provide a performance or payment bond for the work, unless the bidder's bonding is contingent upon bonding for all subcontractors.**

**(vi) BID PACKAGES**

The prime contract bidder should break its subcontracts down into discrete items or packages that at least some of the M/WBEs in the relevant area may find economically feasible to perform.

The prime contract bidder should not deny a subcontract to an otherwise qualified and competitive M/WBE solely because the latter cannot perform an entire package of related items, but the bidder may deny a request to repackage the work where doing so would jeopardize scheduling, or increase that bidder's cost of performing the original package by more than 5%.

**(vii) SUBCONTRACTOR QUOTES**

Where two or more quotes cover the same item(s) of work, the prime contractor bidder should have the discretion to accept the low quote.

**(viii) LETTER OF INTENT**

No more than five business days after the bid date, the prime contract bidder should send a letter of intent to the M/WBEs that the bidder intends to use on the project.

**(ix) REASONS FOR REJECTION**

No more than one week after it determines that it has been successful, the prime contract bidder should also communicate with any M/WBE that unsuccessfully bid for a portion of the work. The prime contract bidder should provide a legitimate and non-discriminatory reason for not using the M/WBE.

**(x) WRITTEN POLICY**

Independent and apart from its interest in any one project, the prime contract bidder should have a written policy stating that it affirmatively supports

subcontracting to M/WBEs, and that bringing such firms into the mainstream of the construction industry is a priority for that firm. This policy shall be made available to the City upon request.

**(xi) LIAISON WITH M/WBEs**

Independent and apart from its interest in any one project, the prime contract bidder should assign a senior official the responsibility of serving as a liaison between the firm and the M/WBEs in the relevant area.

**(d) MINORITY AND WOMEN BUSINESS ENTERPRISES**

**(i) PRE-BID MEETINGS**

The M/WBEs should attend any pre-bid meetings that the City may schedule.

**(ii) EXPRESSION OF INTEREST**

The M/WBE shall promptly call, send a fax or E-mail to any prime contract bidder to whom it would like to provide a quote. The M/WBE should clearly express an interest in providing a quote. The M/WBE should also send a notice of its interest in the project to the construction clearinghouse. To the extent practical, the M/WBEs should take such actions during normal business hours and at least five business days before the date on which bids are due.

**(iii) SCOPE LETTER**

At least five business days before the date on which bids are due, the M/WBEs should also give the prime contract bidder a scope letter that clearly defines the items that the M/WBE would like to perform.

**SECTION FOUR. PUBLIC WORKS CONTRACTS**

- 1. This section shall be applicable to all contracts let for public works contracts or improvements.**

- 2. If a prime contractor's bid does not indicate an intent to utilize a minimum of 25% MBE participation and 5% WBE participation, the contractor shall request a waiver from the contracting agency who then must submit such request to SLDC.**
- 3. SLDC will grant a waiver from meeting the 25% MBE and 5% WBE goals, or some portion of them, when documentation submitted by the bidder substantiates that all available resources have been exhausted in locating and soliciting bids or proposals from minority and women contractors, suppliers, and service providers.**
- 4. MBE and WBE participation shall be counted in accordance with the following provisions:**
  - (a) A contracting agency may count as MBE or WBE participation only expenditures to MBE's and WBE's that perform commercially useful functions in the execution of a contract. An MBE or WBE is considered to perform a commercially useful function when it is responsible for executing a distinct element of the work and carrying out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether an MBE or WBE is performing a commercially useful function, SLDC will evaluate the amount of work subcontracted, industry practices, and other relevant factors.**
  - (b) A contracting agency may count as MBE or WBE participation the total dollar value of a contract with an MBE or WBE prime contractor less any amount that is subcontracted to non-MBE's/WBE's (including any persons or firms that are identified as MBE and/or WBE but are not so certified by the City of St. Louis).**
  - (c) The total dollar value of a contract with an enterprise owned and controlled by minority women may be counted as either minority or women's business participation, but not both. The contracting agency must choose which category of participation to which the dollar value is applied.**

- (d) A contracting agency may count as MBE or WBE participation a portion of the total dollar value of a contract with a joint venture equal to the percentage of MBE or WBE participation in the joint venture. The joint venture must be certified by the City of St. Louis and the MBE or WBE participant in the joint venture must be responsible for a clearly defined portion of the work to be performed, equal to a share in the ownership, control, management, responsibility, risks and profits of the joint venture.**
- (e) A contracting agency may count toward a bidder's MBE and WBE goals expenditures for material and supplies obtained from MBE/WBE suppliers and manufacturers, provided that the MBE/WBE assumes the actual and contractual responsibility for the provision of materials and supplies.**

  - (i) A contracting agency may count a bidder's entire expenditure to a MBE/WBE manufacturer. A manufacturer is defined as an individual or entity that produces goods from raw materials or substantially alters them before resale.**
  - (ii) The bidder may count twenty percent (20%) of its expenditures to MBE/WBE suppliers that are not manufacturers.**
- (f) A contracting agency may count as MBE or WBE participation the entire expenditure to an MBE or WBE supplier when the supplier:**

  - (i) assumes the actual and contractual responsibility for furnishing the supplies and materials; and**
  - (ii) is recognized as a distributor by the industry involved in the contracted supplies and materials; and**
  - (iii) owns or leases a warehouse, yard, building or whatever other facilities are viewed as customary or necessary by the industry; and**
  - (iv) distributes, delivers and services products with its own staff and/or equipment.**

- (g) A contracting agency may count as MBE and WBE participation only those firms that have been certified as MBE's and WBE's by SLDC prior to bid opening. If a firm listed by a bidder in its bid documents has not been so certified as MBE or WBE, the amount of participation it represents will be deducted from the total MBE or WBE participation proposed to determine the actual level of MBE and WBE participation proposed by the bidder.
- (h) Joint ventures or mentor-protégé-relationships between prime contractors and subcontractors with local MBE and WBE firms are encouraged.
- (i) Participation of MBE and WBE firms located outside of the St. Louis Metropolitan Statistical Area (MSA) shall not count towards the goals established in this order.

5. To meet the requirements of the order, the following guidelines must be followed by prime contractors:

- (a) For any work to be subcontracted or materials to be supplied, prime contractors shall solicit bids from MBE's and WBE's to the maximum extent possible, referring to the City's Directory as necessary. All firms, including non-MBE's and non-WBE's should be solicited in the same time period. If an MBE or WBE firm submits the low or equally low bid for work to be subcontracted or materials to be supplied, the prime contractor shall use the MBE or WBE firm unless the bid is non-responsive or the prime contractor is able to document that the MBE or WBE firm is unqualified or otherwise unable to perform the work or supply the needed materials. Where second tier subcontracting is to occur, the same procedure shall be employed for each type of work or materials to be supplied under a second tier subcontract.
- (b) All solicitations shall be made prior to the bid opening and there shall be no negotiation of bids or "bid shopping" by the contracting agency. Contractors

- bidding on more than one contract must solicit bids from MBE's and WBE's for each contract for which they are bidding regardless of the proximity of the bid dates or the previous lack of responsiveness of MBE's and WBE's.
- (c) Prime contractors may count as MBE or WBE participation only those firms that have been certified as MBE's or WBE's by the City of St. Louis prior to the bid opening.
  - (d) Joint ventures or mentor-protégé relationships between prime contractors and subcontractors with local MBE and WBE firms are encouraged.
  - (e) Participation of MBE and WBE firms located outside the MSA shall not count towards the goals established in this order.
6. The contracting agency shall notify SLDC of the date and time for the formal bid opening. After the bids have been opened and read, the contracting agency will review the M/WBE statement, included as part of the bid documents, to determine whether the low bidder intends to meet the MBE and WBE participation goals established by this order. If the low bidder does not meet the specified goals for MBE and WBE participation, the low bidder shall be instructed to request a total or partial waiver of the goals.
7. Within 48 hours following bid opening the apparent low bidder, and any other bidder still desiring to be considered for contract award, shall submit to the Contracting Agency the M/WBE Utilization Plan, and any other documents required by the bid documents, including, where appropriate, a request for waiver. If the M/WBE Utilization Plan does not meet the project goals, the bidder shall seek a partial or total waiver of the M/WBE goals. The application for waiver of all or part of the M/WBE goals shall include full documentary evidence of the bidder's good faith efforts to meet the goals prior to bid opening and why the request for waiver should be granted. The application, which shall

be in writing, must include a narrative, affidavits or exhibits which verify the actions taken by the bidder to meet the M/WBE goals.

8. The contracting agency will conduct a preaward conference following the bid opening. A representative from SLDC and SLDC's designated minority and women's contractors assistance agency shall attend this meeting. At that time, the contracting agency will review the bidder's proposed MBE and WBE participation. If the bidder fails to meet the goals established by this order, it will be allowed to request a waiver from those provisions. The waiver request must be supported by evidence establishing that the bidder has exhausted all available resources in locating and soliciting bids or proposals from minority and women's businesses and has found it impossible to meet the established goals. Denial of a waiver may be appealed by the bidder, within 10 days of notice of the denial, to the Mayor, who shall rule upon the appeal in due course. Failure on the low bidder's part to exhaust all reasonable methods in a good faith effort to solicit bids prior to bid opening from the MBE and WBE firms listed in the City's Directory may place the award of the contract to the low bidder in jeopardy.
9. Prior to the preaward conference, copies of the bid documents will be distributed to SLDC. SLDC will immediately begin a review of the bid documents and, within two weeks following the preaward conference, will make a recommendation as to the apparent low bidder's good faith efforts to meet the city's goals prior to bid opening. In making this determination, SLDC will contact MBE's and WBE's to verify that the apparent low bidder solicited bids from each of them, that the MBE and WBE subcontractor bid amounts listed accurately reflect the amounts actually quoted by those firms and, in the case of those MBE/WBE firms proposed to be utilized by the low bidder, that the apparent low bidder has tentative agreements with them in the amounts shown. For work being

subcontracted to non-MBE/WBE firms, SLDC will contact the certified MBE and WBE firms in that particular trade, service or supply area to verify that, after solicitation of bids by the proposed prime contractor, the MBE and WBE firms submitted high or non-responsive bids or no bids at all. After the verification process, SLDC may make a positive recommendation to the contracting agency for contract award to the low bidder and/or grant the request for a waiver to the MBE/WBE goals established by this order, or SLDC may recommend denial of the contract award and/or the request for a waiver. The contracting agency shall not award any contract in excess of \$10,000 without the positive recommendation of SLDC.

10. Each contracting agency shall maintain files documenting the efforts of successful bidders to achieve the City's goals regarding utilization of minority and women's business. In addition, each contracting agency is responsible for documenting that the prime contractor (including MBE and WBE prime contractors) has signed and valid contracts with each MBE and/or WBE subcontractor proposed by the prime contractor in its bid documents. The contracting agency shall not authorize any payments to the prime contractor until acceptable documentation has been submitted to SLDC and the contracting agency.
11. At contract completion, the contracting agency shall obtain final documentation of MBE and WBE participation. The contracting agency must have complete and acceptable documentation as determined by SLDC of amounts paid to all project MBE and WBE subcontractors on file before the final payment is made to the prime contractor.
12. Representatives of the contracting agency and/or SLDC or its designee shall make periodic visits to the project site to verify minority and women's business enterprise participation.
13. In the event that a public works or improvement contract is awarded on an emergency basis, the contracting agency shall give preference to MBE's and WBE's if, at the time

that the contract is let, those contracts that have been awarded as of that date, do not, in the aggregate, meet the City-wide goals specified in this order.

14. The provision of this order shall be made part of all contracts regulated by this order.

#### **SECTION FIVE. SERVICE CONTRACTS**

1. It shall be the goal of each contracting agency where anticipated service contracts, including professional service contracts, for any year exceed the sum of \$150,000 in the aggregate that 25% of the aggregate value of contracts awarded each fiscal year be let with MBE's and that 5% of the aggregate value of contracts awarded each fiscal year be let with WBE's.
2. It shall be the goal of the city that of the aggregate value of contracts awarded by contracting agencies that anticipate letting service contracts, including professional service contracts, aggregating \$150,000 or less, 25% shall be let with MBE's and 5% be let with WBE's.
3. The methods by which contracting agencies shall pursue those goals shall include, but not be limited to,
  - (a) consultation with SLDC and observation of all rules and regulations promulgated by SLDC;
  - (b) active solicitations of proposals by MBE's and WBE's;
  - (c) encouragement of joint ventures or mentor-protégé relationships that include MBE's and WBE's;
  - (d) encouragement of subcontracting to MBE's and WBE's;
  - (e) solicitation of proposals from MBE and WBE firms in a time frame that will allow those firms to respond;
  - (f) division of contract requirements where possible to allow MBE's and WBE's reasonable contracting opportunities; and

**(g) contacting minority and women trade and professional organizations to solicit participation.**

- 4. All requests for services, including professional services, shall require proposers to make every good faith effort to utilize minority business enterprises and women's business enterprises as subcontractors and suppliers whenever possible. Proposers shall be required to submit their projected utilization of minority and women's business enterprises, if any, along with a description of the efforts made to utilize such businesses.**
- 5. Each contracting agency shall make a report to SLDC of the MBE and WBE participation in each professional service contract that it makes.**
- 6. Joint ventures or mentor-protégé relationships between prime contractors and subcontractors with local MBE and WBE firms are encouraged.**
- 7. Participation of MBE and WBE firms located outside the MSA shall not count towards the goals established in this order.**
- 8. Contracts with non-MBE's and non-WBE's shall be counted towards the MBE and WBE goals under the following circumstances and according to the following standards:**
  - (a) where the non-MBE or non-WBE firm assigns one or more minority or women partners or owners, 75% of the billable hours attribute to that partner or owner shall be counted as MBE or WBE participation, as the case may be.**
  - (b) where the non-MBE or non-WBE firm assigns one or more minority or women associates or employees, 25% of the billable hours attributed to the associates or employees shall be counted as MBE or WBE participation, as the case may be.**
  - (c) where the non-MBE or non-WBE enters into a subcontract with an SLDC-certified MBE or WBE, that portion of the value of the contract that is subcontracted shall be counted as MBE or WBE participation as the case may be.**

## **SECTION SIX. SUPPLY CONTRACTS**

- 1. The goal of the City of St. Louis is that 25% of the value of all contracts let and purchases made by the Supply Commissioner shall be let or made with MBE's and that 5% of the value of all contracts let and purchases made by the Supply Commissioner shall be let or made with WBE's.**
- 2. All contracts let by the Supply Division for the purchase or lease of materials, equipment, supplies, commodities or services, the estimated cost of which exceeds \$500, shall be subject to this goal;**
- 3. The methods by which the Supply Commissioner shall pursue this goal shall include but not be limited to the following:**
  - (a) The Supply Commissioner shall solicit bids from minority business enterprises and women's business enterprises certified to supply the required materials, equipment, supplies or services;**
  - (b) SLDC shall provide the Supply Commissioner with a list of minority business enterprises and women's business enterprises qualified to provide each of those commodities that the Supply Commissioner indicates are required by the City;**
  - (c) The Supply Commissioner shall notify SLDC prior to solicitation of bids whenever no such qualified businesses are available;**
  - (d) SLDC shall attempt to identify such qualified businesses, and if successful, shall notify the Supply Commissioner of their availability, and**
  - (e) The Supply Commissioner shall provide such minority business enterprises and women's business enterprises every practical opportunity to submit bids.**
- 4. Joint ventures or mentor-protégé relationships between prime contractors and subcontractors with local MBE and WBE firms are encouraged.**

5. **Participation of MBE and WBE firms located outside the MSA shall not count towards the goals established in this order.**

#### **SECTION SEVEN. CONCESSION CONTRACTS**

1. **It shall be the goal of each contracting agency to award concession contracts in such a manner as to achieve the City's goals for MBE and WBE participation.**
2. **The methods by which contracting agencies shall pursue this goal shall include, but not be limited to, the following:**
  - (a) **consultation with SLDC and observation of all rules and regulations promulgated by SLDC;**
  - (b) **active solicitations of proposals by MBE's and WBE's;**
  - (c) **encouragement of joint ventures or mentor-protégé relationships that include MBE's and WBE's;**
  - (d) **encouragement of subcontracting to MBE's and WBE's;**
  - (e) **solicitation of proposals from MBE and WBE firms in a time frame that will allow those firms to respond;**
  - (f) **division of contract requirements where possible to allow MBE's and WBE's reasonable contracting opportunities;**
  - (g) **contacting minority and women trade and professional organizations to solicit participation.**
2. **All requests for concession proposals shall require proposers to make every good faith effort to utilize minority business enterprises and women's business enterprises as subcontractors and suppliers whenever possible. Concession contract proposers shall be required to submit their projected utilization of minority and women's business enterprises, if any, along with a description of the efforts made to utilize such businesses.**

3. **Joint ventures or mentor-protégé relationships between prime contractors and subcontractors with local MBE and WBE firms are encouraged.**
4. **Participation of MBE and WBE firms located outside the MSA shall not count towards the goals established in this order.**

#### **SECTION EIGHT. BONDING ASSISTANCE**

**SLDC shall develop a program to assist small business enterprises, including MBE's and WBE's in obtaining information and resources on the availability of bonding for public sector contracts. SLDC shall provide;**

1. **Individualized counseling;**
2. **Conduct seminars relating to bonding;**
3. **Explore methods of creating a bonding program for small businesses with public and private sector resources;**
4. **Monitor the bonding practices in the local market and to document any instances of discrimination in the bonding industry; and**
5. **Provide advice and information to the Board of Public Service or the appropriate user department as to the level of bonding generally available to subcontractors, so that such information may be considered in the process of reducing such projects to a size that small business enterprises might successfully bid.**

#### **SECTION NINE. FINANCIAL ASSISTANCE**

**SLDC will assist small business enterprises in locating available financial resources in the St. Louis business sector. SLDC shall:**

1. **Act as a clearinghouse for information on financial assistance programs for small business enterprises, MBEs, and WBEs;**
2. **Assist in packaging loan requests for small business enterprises;**

3. **Contract seminars relating to financing;**
4. **Monitor and document any instances of discrimination against small business enterprises, MBEs, and WBEs; and**
5. **Explore public and private resources to provide financial services to small business enterprises.**

#### **SECTION TEN. EMPLOYMENT**

**All firms doing business with the City of St. Louis are encouraged to act affirmatively to hire residents of the City of St. Louis as employees, with particular emphasis on residents of the City who are members of minority groups or who are women.**

#### **SECTION ELEVEN. CITY-FUNDED PROJECTS**

**All contracts between the City of St. Louis and a second party wherein the City of St. Louis provides City or other governmental funds to the second party and wherein the second party agrees to provide services or engage in a project shall contain a provision obligating the second party to observe the program established by this Order, except with respect to non-construction contracts to which not-for-profit corporations are a party.**

#### **SECTION TWELVE. PENALTIES**

1. **If SLDC determines that a contractor, bidder or proposer has failed to comply with the City's program regarding utilization of minority and women's business enterprises, it shall report its determination to the Mayor.**
2. **The Mayor, pursuant to Article VII, 1 of the Charter, may subject the offending party to any or all of the following penalties and sanctions:**
  - (a) **withholding of contract award;**
  - (b) **suspension of contract;**
  - (c) **withholding of payments;**

- (d) **recession of contract based upon a material breach of contract pertaining to MBE and/or WBE participation;**
  - (e) **refusal to accept a proposal; and**
  - (f) **disqualification of a bidder, proposer or contractor from eligibility for providing goods or services to the City for a period not to exceed one year.**
3. **The Mayor shall report the imposition of any penalty to the Comptroller and to the City Counselor.**

**SECTION THIRTEEN. MINORITY AND WOMEN'S BUSINESS ENTERPRISE ADVISORY COMMITTEE**

- 1. **There is hereby created and established an advisory committee to be known as the Minority and Women Business Enterprise Advisory Committee.**
- 2. **The committee shall consist of the following ten (10) members appointed by the Mayor, with the consent of the Board of Aldermen:**
  - (a) **One (1) member of the Commission of the Civil Rights Enforcement Agency;**
  - (b) **One (1) member of the Contractors Assistance Program (CAP);**
  - (c) **One (1) member of the St. Louis Minority Contractors Association;**
  - (d) **One (1) member of the National Association of Women in Construction;**
  - (e) **One (1) member of the Associated General Contractors of St. Louis;**
  - (f) **One (1) member of the Hispanic Chamber of Commerce;**
  - (g) **One (1) member of the National Indian Community Association;**
  - (h) **One (1) member of the Asian-Americans for Equal Opportunity;**
  - (i) **One (1) member of the St. Louis Minority Business Council; and**
  - (j) **One (1) member of the St. Louis Council of Construction Consumers;**

3. **Members shall serve for staggered terms of three (3) years. Initially four (4) members shall be appointed for a term of three (3) years, three (3) members shall be appointed for a term of two (2) years and three (3) members shall be appointed for a term of one (1) year. Vacancies shall be filled in the same manner as the original appointments for the remainder of the vacant term. Each member shall serve without compensation.**
4. **The committee shall elect a Chairman and a Secretary who shall each serve for three (3) years. One (1) month prior to the end of the Chairman's and the Secretary's term, successors shall be elected. The committee shall adopt rules consistent with applicable laws for the conduct of its business.**
5. **The committee shall meet quarterly to review compliance with this Order. In addition, the committee shall at a minimum meet twice annually in open public session to receive general testimony from the public. All minutes and records of the committee shall be open to the public.**
6. **The committee shall monitor the effectiveness of the City's program described in this order and make such recommendations to SLDC as it sees fit. The actions, decisions and recommendations of the Committee are to further the policies and goals of this Order and shall not be final or binding on the City but shall be advisory only.**

#### **SECTION FOURTEEN. TERM**

**The program established by this order shall cease June 30, 2002, except SLDC shall submit its final report on September 20, 2002.**

#### **SECTION FIFTEEN. REPORT**

**No later than September 30, 1998 and beginning in 1998, and every year thereafter, SLDC shall deliver a report to the Mayor reviewing the progress made as of the preceding June 30 in achieving the**

City's goals, and making such recommendations as to further remedial action that should be taken, if any.

**SECTION SIXTEEN. FEDERAL AND STATE REGULATIONS**

Projects that utilize federal or state funds in whole or in part must comply with any applicable federal or state regulations and such regulations may not be waived by the City.

Dated: July 24, 1997

Signed by: Clarence Hammer

Mayor, City of St. Louis

**Exhibit 4**

**MBE/WBE Submission Instructions and Forms**

**CITY OF ST. LOUIS  
M/WBE PARTICIPATION**

**1. Policy.** Under the Mayor's Executive Order #28 as amended, it is the policy of the City of St. Louis that the effects of identified discrimination against minority business enterprises and women business enterprises within its jurisdiction shall be eradicated as part of the overall City business and economic development strategy. The method that the City shall employ to implement that policy is the establishment of a goal of at least 25% minority business enterprise participation and 5% women business enterprise participation, as defined in the Mayor's Executive Order #28 as amended, in contracts and purchases wherein city funds are expended. Consequently, the requirements of the Mayor's Executive Order #28 and the directives developed by the City of St. Louis to ensure compliance with the Mayor's Executive Order #28 apply to Agreements issued by the City of St. Louis.

**2. M/WBE Obligation.** The Consultant agrees to take all reasonable steps necessary to ensure that Minority and Women Business enterprises (M/WBE), as defined in the Mayor's Executive Order #28, have a maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with city funds provided under this Agreement. The Consultant shall not discriminate on the basis of race, religion, color, national origin, or sex in the award and performance of contracts financed in whole or in part by the City of St. Louis. The Consultant shall utilize the services of banks in the community, which are owned and controlled by minorities and women when feasible and beneficial.

**3. Failure to Comply with M/WBE Requirements.** The Consultant is hereby advised that failure to carry out the requirements as set forth above may constitute a breach of contract and may result in rejection of the proposal, termination of the contract; a deduction from the contract fund due or may become due to the consultant; or other such remedy as the City of St. Louis deems appropriate.

**4. Eligibility of M/WBE's.** A current directory containing the names of firms that have been certified as eligible to participate as M/WBE's on City contracts can be obtained from the St. Louis Airport Authority DBE Office. Firms certified subsequent to the printing of this directory may be utilized on the project only if their certification is active at the time of the proposal submittal. Consultants should contact the DBE Program Office, (314)551-5000 to verify the current status of a firm's certification. The M/W/DBE Directory is accessible on the internet at [www.mwdbe.org](http://www.mwdbe.org).

**5. Counting M/WBE Utilization.** M/WBE utilization will be counted on the following basis:

- a) The total value of sub-consulting arrangements for services awarded to the M/WBE provided the M/WBE performs a commercially useful function.
- b) That portion of the dollar value of a joint venture equal to the percentage of ownership and control of the M/WBE partner in the joint venture may be counted.
- c) Participation of MBE and WBE firms located outside the St. Louis Metropolitan Statistical Area (SMSA) shall not count towards the goals established by the Mayor's Executive Order #28.

**6. Contract Documentation.** The Consultant will submit the M/WBE Utilization Plan as part of and in the same format as the proposed agreement. The information will include, but not be limited to, a definitive statement of the services to be provided by the M/WBE sub-Consultants, products and schedules, M/WBE outreach goals and estimated man-months, labor budget and expense costs.

**7. Agreement Compliance.**

a) If the Agreement is approved on less than 25% M/WBE utilization, such approval will not relieve the Consultant of the responsibility to continue good faith efforts to maximize participation of M/WBE's throughout the term of the Agreement. The Consultant shall submit a request to sublet prior to any subcontracting of additional work items. The Consultant will be required to document good faith efforts to utilize M/WBE Consultants prior to entering into an agreement with a non-M/WBE.

b) When the Agreement is approved on M/WBE utilization is excess of the goal, the Consultant will be required to achieve the percentage stated in the M/WBE utilization plan included in the Agreement regardless of the stated 25% and 5% minimum overall goal in the Agreement.

c) The Consultant shall enter into subcontracts or written agreements with the M/WBE identified in the Agreement Utilization Plan for the kind and amount of services specified. The Consultant shall submit copies of subcontracts or agreements with the M/WBE to SLAA DBE office upon request. The Consultant shall submit a Certification of Agreed M/WBE Utilization for each M/WBE sub-consultant identified in the Agreement with the City prior to the start of work.

d) The Consultant shall keep each M/WBE sub-consultant informed of the project progress schedule and allow each M/WBE adequate time to schedule work and otherwise prepare for subcontract work.

e) At any point during the project when it appears that the scheduled amount of M/WBE utilization may not be achieved, the Consultant shall provide evidence demonstrating how the goal will be met.

f) If the Consultant fails to achieve the scheduled M/WBE utilization, the Consultant shall demonstrate to the City's satisfaction that said failure was due to reasons such as elimination of items contracted to the M/WBE and that good faith efforts were made to obtain the scheduled Agreement utilization.

**8. Substitution of M/WBE Consultants After Award.**

a) The Consultant shall conform to the agreed upon amounts of M/WBE utilization.

b) Services designated as being performed by M/WBE sub-consultants in the Agreement shall be performed by the designated M/WBE or a City approved substitute. Approval must be in writing.

c) A M/WBE may not assign portions of its service agreement without the written approval of the City.

**9. Good Faith Efforts.** If any agreement is submitted without the minimum goal utilization levels of M/WBE sub-consultants, the Consultant shall document and submit justification as to why the agreed level of utilization will not be met and demonstrate the good faith efforts taken to attain it, including but not limited to the following:

Efforts made to select portions of the work proposed to be performed by M/WBE's in order to increase the likelihood of achieving the stated goal, including where appropriate, but not limited to, breaking down projects into economically feasible units to facilitate M/WBE participation. Selections of portions of work are required to at least equal the goal for M/WBE utilization specified in the Agreement.

The demonstration of good faith efforts by the Consultant must in the end prove the Consultant has actively and aggressively sought to utilize M/WBE's.

The information provided will be evaluated to determine if the Consultant has been responsible. All the information provided must be accurate and complete in every detail. The Consultant's attainment of the M/WBE goals or demonstrations of good faith effort will determine the award of the agreement. Documentation of initial good faith efforts is to be submitted with the Agreement.

**10. Record Keeping Requirements.** The Consultant shall keep such records as are necessary for the City to determine compliance with the M/WBE contract obligations. These records shall include the names of sub-consultants, including M/WBE's, copies of sub-consulting agreements; the type of work being performed; documentation such as canceled checks and paid invoices verifying payment for work, services and procurement and documentation of correspondence, verbal contracts, telephone calls and other efforts to obtain services of M/WBE's. When requested, the Consultant shall submit all subcontracts and other financial transactions executed with the M/WBE in such form, manner and content as prescribed by the City. The City reserves the rights to audit, investigate, monitor and/or review actions, statements and documents submitted by any contractor, subcontractor or M/WBE.

**11. Reporting Requirements.** The Consultant shall submit monthly reports on M/WBE involvement. At the conclusion of each billing period, the Consultant shall submit the Consultant Monthly DBE Utilization Report to the City to verify actual payments to the M/WBE for the previous month's reporting period. These reports are required regardless of whether or not M/WBE activity has occurred in the monthly reporting period.

Upon completion of all M/WBE participation and prior to final payment, the Consultant shall submit the M/WBE Utilization Final Report to the City detailing all M/WBE subcontract payments and a completed Certification of Actual M/WBE Utilization for each M/WBE sub-consultant utilized. When the actual amount paid to an M/WBE is less than the award amount, a complete explanation of the differences is required. If the agreement is not met, documentation supporting good faith efforts shall be submitted. Failure to submit the required reports will result in the withholding of partial payments to the Consultant until the reports are submitted. All

payments due sub-consultants which affect Agreement goal attainment, including retainage, shall be paid by the Consultant before the City releases the contract/retainage bond. The City reserves the right to conduct an audit of M/WBE participation prior to processing the final estimate and at any time during the work.

**CITY OF ST. LOUIS**  
**M/WBE INDEX AND SUBMISSION INSTRUCTIONS**

Submit all reports to the authority's designated Project Manager.

FORM	WHEN TO SUBMIT
M/WBE UTILIZATION STATEMENT	With Bid Proposal
SUBCONTRACTOR LIST	With Bid Proposal
M/WBE UTILIZATION PLAN	Within 48 Hours of Bid Opening
NOTICE OF INTENT TO PERFORM AS A SUBCONTRACTOR AND/OR MATERIAL SUPPLIER	At Pre-Award Conference All subcontractors and material suppliers should complete this form.
CONTRACTOR'S GOOD FAITH EFFORTS REPORT AND STATEMENT	At Pre-Award Conference Required if M/WBE goals are not met
COPIES OF M/WBE SUBCONTRACTS	Upon execution of a contract with the City, the Contractor shall provide fully executed copies of all M/WBE subcontractors.
RECORD OF PAYMENTS TO SUBCONTRACTORS, MATERIAL SUPPLIERS AND OTHER VENDORS REPORT	The 15th of the month for the month preceding. (Example: January's report should be submitted by February 15th.)
SUBCONTRACTOR OR SUPPLIER SUBSTITUTION FORM	Prior to substituting a subcontractor or supplier. Approval from the City is required prior to substitution.
FINAL RECORD OF PAYMENTS REPORT	Within 15 days after the completion of all work items to be performed under the contract.

**CITY OF ST. LOUIS  
M/WBE UTILIZATION PLAN**

**CONTRACTING AGENCY:** \_\_\_\_\_

**PROJECT GOAL:** 25% MBE; 5% WBE

**PROJECT NAME:** \_\_\_\_\_

**NAME OF PRIME CONTRACTOR:** \_\_\_\_\_

The prime contractor shall utilize and require all subcontractors to utilize the maximum number of certified minority/women business enterprises possible and will purchase materials and supplies from minority/women business enterprises to the maximum extent feasible, and to this end, the prime contractor will inform each subcontractor of this requirement, The prime contractor shall utilize the services and/or supplies to be provided by the following certified minority/women business enterprises in the execution of this contract.

FIRM NAME ADDRESS PHONE NUMBER CONTACT PERSON	CERTIFYING AGENCY CERTIFICATION DATE CATEGORY CERTIFICATION NO.	WORK TO BE PERFORMED	M/WBE PERCENT

\_\_\_\_\_  
**PRIME CONTRACTOR AUTHORIZED SIGNATURE**

\_\_\_\_\_  
**DATE**






CONTRACT BID TOTAL \$ 0.00

TOTAL AMOUNT OF MBE PARTICIPATION: \_\_\_\_\_

PERCENT MBE PARTICIPATION: \_\_\_\_\_

TOTAL AMOUNT OF WBE PARTICIPATION: \_\_\_\_\_

PERCENT WBE PARTICIPATION: \_\_\_\_\_

In considering all levels of subcontracting on City contracts the following categories of Bid Item(s) or Work and Trade have been suggested by various private and governmental organizations and professional groups involved in commercial and industrial construction: air conditioning, final clean-up, caulking, ceilings, conduit, concrete, cement, cabinets, doors, drainage, drilling, drywall, asphalt, carpentry, communications, electrical, equipment rental, excavating, elevators, earthwork, decorators, fencing, flooring, automatic sprinklers, foundations, brick masonry, pile caps, pile driving, sewers, stone masonry, insulation, tile setting and terrazzo, lathing and plastering, asbestos, painting, security guard service, sign painting, painting, insurance and bonding, photographers, plumbing, paving, grading, landscaping, toilet partitions, siding, roof decking, flooring, paperhangers, sky lights, steel erections, re-bars, sheet metal, movable partitions, ornamental iron, glazing, accessories suppliers, exterminators, millwork, wall covering, advertisers, data programmers, wrecking and demolition, sodding, construction and design consultants, hauling, financing institutions, public movers, specialties, carpeting, piping, heating, and sanitary and safety facilities.

**Note: On attached sheets, provide the complete mailing address, telephone number, contact person and title for each firm listed on this and previous pages. Additionally, provide the City Business License Number and Federal Identification Number for each.**

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Signature and Date

**CITY OF ST. LOUIS**  
**NOTICE OF INTENT TO PERFORM AS A SUBCONTRACTOR**  
**AND/OR MATERIAL SUPPLIER**

**NAME OF PROJECT:** \_\_\_\_\_

**LETTING NUMBER:** \_\_\_\_\_

**PART I**

(NOTE: Pursuant to the City's policies, M/WBE firms participating in the City's M/WBE Program must have "current" certification status with the City or the Missouri Regional Certification prior to bid opening. The M/WBE certification of any firm is effective for two (2) years from the date of written notification of certification. Firms not certified by the City or the Missouri Regional Certification cannot be counted towards the City's M/WBE goals on this project. Firms certified by the U.S. Small Business Administration (SBA) must attach a copy of a the firm's 8(a) program approval letter from the SBA)

1. TO: \_\_\_\_\_  
(Name of Contractor)

2. The undersigned intends to perform work in connection with the above project as (check one):

an individual / sole proprietorship  
a corporation

a partnership  
a joint venture

3. The undersigned (check applicable statements):

has been certified by the St. Louis Airport Authority (SLAA)  
(Certification # \_\_\_\_\_)

has been certified as a DBE by the Missouri Regional Certification Committee.  
(Certification # \_\_\_\_\_)

has a current 8(a) status with the U.S. Small Business Administration.

4. The undersigned is prepared to perform the following described work and/or supply the material listed in connection with the above project (where applicable specify "supply" or "install" or both).

and at the following price \$\_\_\_\_\_. With respect to the proposed subcontract described above \_\_\_\_\_% of the dollar value of such subcontract will be sublet and/or awarded to non-M/WBE subcontractors.

**PART II: SUBCONTRACTOR PARTICIPATION**

4b	Name of Firm Receiving Subcontract	Work to Be Performed	Amount of Subcontract

Total amount to be subcontracted out by M/WBE \$ 0.00

\_\_\_\_\_  
(Name of General Contractor) BY: \_\_\_\_\_ PHONE: \_\_\_\_\_ DATE: \_\_\_\_\_  
(Signature of Authorized Representative)

\_\_\_\_\_  
(Name of M/WBE Firm) BY: \_\_\_\_\_ PHONE: \_\_\_\_\_ DATE: \_\_\_\_\_  
(Signature of Authorized Representative)

**CITY OF ST. LOUIS  
CONTRACTOR'S GOOD FAITH EFFORTS REPORT**

CONTRACTING AGENCY: \_\_\_\_\_  
 PROJECT NAME: \_\_\_\_\_  
 PRIME CONTRACTOR: \_\_\_\_\_

In addition to the minority or women-owned business enterprises listed and proposed for utilization on this contract, the following minority and women-owned business enterprises were also contacted regarding this contract. However, the prime contractor is unable to utilize these firms for the reasons listed below:

FIRM NAME ADDRESS, PHONE # CONTACT PERSON	BID ITEM(S) OF WORK TO BE PERFORMED AND/OR MATERIALS SUPPLIED	BID AMOUNTS	DATE AND METHOD OF SOLICITATION	COMMENTS: REASONS REJECTED

\_\_\_\_\_ Title \_\_\_\_\_ Date

Note: Attach additional sheets if necessary.





**CITY OF ST. LOUIS**  
**M/WBE SUBSTITUTION FORM**

CONTRACTING AGENCY: \_\_\_\_\_  
PROJECT NAME: \_\_\_\_\_  
NAME OF PRIME CONTRACTOR: \_\_\_\_\_  
TOTAL CONTRACT AMOUNT: \_\_\_\_\_

In accordance with the City of St. Louis' Minority/Women Business Participation Program, when adding, changing or deleting subcontractors or suppliers on City projects, the City of St. Louis Substitution Form shall be used. All changes to the original list of approved subcontractors or suppliers shall be submitted to the contracting agency and SLAA DBE Office for review and written approval prior to the use of any substitute contractor and/or supplier on a City project. Contractors shall make a good faith effort to replace M/WBE subcontractors or suppliers unable to perform on the project with another certified M/WBE firm.

1. Is the subcontractor/supplier being replaced a M/WBE? YES  NO
2. Type of work to be performed/material to be supplied: \_\_\_\_\_
3. Dollar Amount: \_\_\_\_\_
4. Name of the subcontractor/supplier being replaced: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone No. \_\_\_\_\_
5. Percent of work/material that was completed /supplied by the subcontractor/supplier \_\_\_\_\_
6. Amount paid to the subcontractor/supplier (if any): \_\_\_\_\_
7. The reason the subcontractor/supplier is being replaced is stated as follows:  
\_\_\_\_\_  
\_\_\_\_\_
8. Document the efforts made to replace or add a M/WBE to perform the work/supply the required materials:  
\_\_\_\_\_  
\_\_\_\_\_
9. Name of substitute subcontractor/supplier: \_\_\_\_\_  
Address: \_\_\_\_\_ Federal ID: \_\_\_\_\_  
M/WBE: Yes  No  Contact Person: \_\_\_\_\_ Telephone No. \_\_\_\_\_

This form should be completed and submitted to the contracting agency when a subcontractor or supplier is being added, deleted or changed. The same criterion used for establishing good faith efforts in maximizing the participation of M/WBEs prior to awarding this contract will also apply to the substitution of M/WBE subcontractors or suppliers during the performance of the contract.

**CITY OF ST. LOUIS  
FINAL RECORD OF PAYMENTS REPORT**

PROJECT NAME: \_\_\_\_\_ M/WBE GOAL: 25% MBE; 5% WBE  
 CONTRACT NUMBER: \_\_\_\_\_ FINAL CONTRACT AMOUNT: \_\_\_\_\_  
 (Including Change Orders to Date)

The Final Record of Payments Report is completed by the contractor and submitted to the contracting agency and SLAA upon completion of the project. The report should reflect all activity, regardless of tier, on the project. If the M/WBE goal was not met, the contractor shall submit documentation supporting good faith efforts.

SUBCONTRACTOR OR SUPPLIER	MBE or WBE	WORK PERFORMED	TOTAL DOLLAR AMOUNT PAID TO SUBCONTRACTOR OR SUPPLIER

This certifies that \$ \_\_\_\_\_ 0.00 has been paid to M/WBE Subcontractors or Suppliers as stated above.

By: \_\_\_\_\_ Name of Contractor  
 Per: \_\_\_\_\_ Authorized Signature

Subscribed and sworn to, before me, this \_\_\_\_\_ day of \_\_\_\_\_, A.D. \_\_\_\_\_

Notary Public: \_\_\_\_\_ My commission expires: \_\_\_\_\_

## **Exhibit 5**

### **Wage Determination**

General Decision Number: MO150051 08/07/2015 MO51

Superseded General Decision Number: M020140051

State: Missouri

Construction Type: Building

County: St Louis City County in Missouri.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/02/2015
1	02/06/2015
2	02/13/2015
3	02/20/2015
4	03/20/2015
5	03/27/2015
6	04/17/2015
7	05/29/2015
8	06/12/2015
9	07/31/2015
10	08/07/2015

ASBE001-005 10/06/2014

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 38.06	20.71

BOIL0027-001 01/01/2012

	Rates	Fringes
BOILERMAKER.....	\$ 31.20	27.72

BRMO001-007 06/04/2014

	Rates	Fringes
BRICKLAYER.....	\$ 34.61	17.04

BRMO0018-006 07/01/2014

	Rates	Fringes
TILE FINISHER.....	\$ 27.48	12.49
TILE SETTER.....	\$ 31.19	13.21

-----  
CARP0002-007 05/04/2014

	Rates	Fringes
CARPENTER (Including Drywall Hanging & Form Work).....	\$ 35.67	15.05

-----  
\* CARP1310-001 05/01/2015

	Rates	Fringes
CARPENTER (Floor Laying-Carpet and Vinyl Only)....	\$ 31.08	15.45

-----  
ELEC0001-001 05/31/2015

	Rates	Fringes
ELECTRICIAN (Including Low Voltage Wiring Installer; Alarm, Computer & Telephone Installation).....	\$ 34.20	17.44

-----  
ELEV0003-001 01/01/2015

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 45.09	28.385+a+b

a. VACATION: Employer contributes 8% of basic hourly rate as vacation pay credit for more than 5 years of service; and 6% for 6 months to 5 years of service.

b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving Day and Christmas Day.

-----  
ENGI0513-003 05/04/2015

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Backhoe/Excavator.....	\$ 32.16	23.97
Bobcat/Skid Loader.....	\$ 31.31	23.66
Crane.....	\$ 32.16	23.97
Forklift.....	\$ 32.16	23.97
Grader/Blade.....	\$ 32.16	23.97
Loader.....	\$ 32.16	23.97
Paver.....	\$ 32.16	23.97
Roller.....	\$ 32.16	23.97

-----  
IRON0396-001 07/30/2014

Rates                      Fringes



Installation.....	\$ 35.86	21.20
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TEAM0682-003 04/01/2015

	Rates	Fringes
--	-------	---------

TRUCK DRIVER, Includes Dump Truck.....	\$ 20.10	a+b
---	----------	-----

a.PAID HOLIDAYS: Christmas, Fourth of July, Labor Day, Memorial Day, New Years Day and Thanksgiving Day.

b.PAID VACATION: 1 week paid vacation after 2 years continuous service; 2 weeks paid vacation after 5 years continuous service; 3 weeks paid vacation after 10 years continuous service.

-----  
SUMO2010-050 06/14/2010

	Rates	Fringes
--	-------	---------

OPERATOR: Hoist.....	\$ 26.02	13.01
----------------------	----------	-------

PAINTER: Spray.....	\$ 17.78	0.00
---------------------	----------	------

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

=====  
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) (ii)).

-----  
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 Regional Office for the area in which the survey was conducted because those Regional Offices have 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

**Exhibit 6**

**Notice and Instructions Regarding Unauthorized Alien Employment**

**NOTICE AND INSTRUCTIONS TO REDEVELOPERS AND DEVELOPERS  
REGARDING SECTIONS 285.525 THROUGH 285.550 RSMO  
EFFECTIVE JANUARY 1, 2009**

Effective January 1, 2009 and pursuant to Section 285.530.1 of the Missouri Revised Statutes, no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state (e.g., City of St. Louis, Missouri) to a business entity, the business entity (Redeveloper) shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. [Section 285.530.2 RSMo.]

The Land Reutilization Authority of the City of St. Louis, Missouri, in order to comply with Sections 285.525 through 285.550 RSMo, requires the following:

**Required Affidavit for Agreements Over \$5,000.00 (US)** - Effective January 1, 2009, Redeveloper shall comply with the provisions of Section 285.525 through 285.550 RSMo. Agreement is contingent on Redeveloper providing an acceptable notarized affidavit stating:

1. that Redeveloper is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
2. That Redeveloper does not knowingly employ any person who is an unauthorized alien in connection the contracted services.

Additionally, Redeveloper must provide documentation evidencing current enrollment in a federal work authorization program (e.g. a valid, completed copy of the first page of the E-Verify Memorandum of Understanding (MOU) identifying the employer and a valid copy of the signature page of the MOU completed and signed by the employer, the Social Security Administration and the Department of Homeland Security . *See attached sample*

- The City of St. Louis and its development agencies encourage redevelopers that are not already enrolled and participating in a federal work authorization program to do so. E-Verify is an example of this type of program. Information regarding E-Verify is available at [http://www.dhs.gov/xprevprot/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm) or by calling E-Verify: (888)-464-4218 or by e-mail at: [e-verify@dhs.gov](mailto:e-verify@dhs.gov) . E-Verify must be used for new hires only. It cannot be used to verify the employment eligibility of current employees.

**LAND REUTILIZATION AUTHORITY  
OF THE CITY OF ST. LOUIS, MISSOURI**

AFFIDAVIT OF COMPLIANCE WITH SECTION 285.525 R.S.MO., ET SEQ.  
FOR ALL AGREEMENTS AND AWARDS IN EXCESS OF \$5,000.00  
EFFECTIVE 1/1/2009

STATE OF MISSOURI            )  
  ) ss.  
CITY OF ST. LOUIS            )

Before me, the undersigned Notary Public, in and for the County of \_\_\_\_\_, State of \_\_\_\_\_, personally appeared \_\_\_\_\_(Name) who is \_\_\_\_\_ (Title) of \_\_\_\_\_(Name of Redeveloper), a \_\_\_\_\_(corporation), (partnership), (sole proprietorship), (limited liability Redeveloper), and after being duly sworn did depose and say:

- (1) that said Redeveloper is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
- (2) That said Redeveloper does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

The terms used in this affidavit shall have the meaning set forth in Section 285.525 RSMo., et seq.

Documentation of participation in a federal work authorization program is attached to this affidavit. (An example of acceptable documentation is the E-Verify Memorandum of Understanding (MOU) - a valid, completed copy of the first page identifying the employer and a valid copy of the signature page completed and signed by the employer, the Social Security Administration and the Department of Homeland Security.)

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
  
Date: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day \_\_\_\_\_ of, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_

My commission expires:

## **FEDERAL WORK AUTHORIZATION PROGRAM**

### **What is E-Verify?**

E-Verify is a free and simple to use Web-based system that electronically verifies the employment eligibility of newly hired employees.

E-Verify is a partnership between the Department of Homeland Security (DHS) and the Social Security Administration (SSA). U.S. Citizenship and Immigration Services (USCIS) oversees the program.

E-Verify works by allowing participating employers to electronically compare employee information taken from the Form I-9 (the paper-based employee eligibility verification form used for all new hires) against more than 425 million records in SSA's database and more than 60 million records in DHS immigration databases. Results are returned in seconds. Information regarding E-Verify is available at [http://www.dhs.gov/xprevprot/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm) or by calling E-Verify: (888)-464-4218 or by e-mail at: [e-verify@dhs.gov](mailto:e-verify@dhs.gov) .

### **How Do I Register**

An employer's participation in E-Verify is voluntary and is currently free to employers.

Users may access the Web-based access methods using any Internet-capable Windows-based personal computer and a Web browser of Internet Explorer 5.5 or Netscape 4.7 or higher (with the exception of Netscape 7.0).

To participate, an employer must register online and accept the electronic **Memorandum of Understanding (MOU)** that details the responsibilities of SSA, DHS, and the employer.

If your Redeveloper wants to participate in E-Verify, as an E-Verify user, designated agent, or corporate administrator, or if your Redeveloper is interested in the Web-service access method, select the "E-Verify Registration" link under "Related Links" on the right side of this page.

## **Frequently Asked Questions**

### **Q : Why should I consider participating in E-Verify?**

E-Verify is currently the best means available for employers to electronically verify the employment eligibility of their newly hired employees. E-Verify virtually eliminates Social Security mismatch letters, improves the accuracy of wage and tax reporting, protects jobs for authorized U.S. workers, and helps U.S. employers maintain a legal workforce.

### **Q : How do I register for participation in E-Verify?**

You can register for E-Verify at <https://www.vis-dhs.com/EmployerRegistration>, which provides instructions for completing the registration process. At the end of the registration process, you will be required to sign a Memorandum of Understanding (MOU) that provides the terms of agreement between you the employer, the SSA, and USCIS. An employee who has signatory authority for the employer can sign the MOU.

### **Q : I am an employer with multiple hiring sites. Can one site verify everyone? How?**

Yes, one site may verify new hires at all sites. When registering, the individual at the site that will be verifying new hires should select "multiple site registration" and give the number of sites per states it will be verifying.

### **Q : I am an employer with multiple hiring sites. Does every site need to enroll in E-Verify?**

No, you can choose which sites to enroll.

### **Q : What is the required timeframe for conducting an employment eligibility check on a newly hired employee?**

The earliest the employer may initiate a query is after an individual accepts an offer of employment and after the employee and employer complete the Form I-9. The employer must initiate the query no later than the end of three business days after the new hire's actual start date.

An employer may initiate the query before a new hire's actual start date; however, it may not pre-screen applicants and may not delay training or an actual start date based

## **Exhibit 7**

### **Section 3 General Requirements**

# **HOW TO PREPARE A SECTION 3 PLAN**

For submission to:  
City of St. Louis  
Office of  
Community Development Administration

The CDA requires sub recipients of CDBG or HOME funds to have each contractor to prepare a written Section 3 Plan as part of their bids for contracts equal to or in excess of \$100,000. **A Section 3 Plan is a mandatory contract requirement. Proposals that do not contain a complete Section 3 Plan, including all required forms, will be considered non-responsive.** All responsive offers' Section 3 Plans will be evaluated for compliance and are retained for HUD auditing purposes.

The work to be performed under this contract is subject to the requirements of the Housing and Urban Development Act of 1968, as amended, 12 USC.1701u (Section 3). **Prior to** contract award, the low, responsive bidder must submit a Section 3 Plan to the Section 3 Compliance Officer of the Community Development Administration.

At a minimum, the Section 3 Plan must contain the following elements:

- A declarative statement that the contractor will include the Section 3 Clause in all subcontracts documents where the subcontract amount equals or exceeds \$100,000 (Form E - Section A).
- A declarative statement identifying the contractor's Section 3 Coordinator and contact information (Form E - Section B).
- An Estimated Project Work Force Breakdown form that indicates the estimated jobs needed for the project, the positions occupied by permanent employees, and the positions to be filled with Section 3 residents (Form F)
- A listing of permanent employees, including the names and respective positions of each employee (Form G).
- A listing of proposed subcontractors, including their respective subcontract amounts (Form H).
- A listing of proposed Section 3 contractors to be utilized on the project (Form I).
- A summary of good faith efforts the contractor has made to make low-income persons and business concerns aware of the economic opportunities available and to encourage and facilitate their application (Form J). Examples of outreach efforts to residents and Section 3 business concerns can be found subsequent to the Section 3 Clause in this document.

### **Section 3 General Requirements**

Section 3 requirements apply to all Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) funded projects involving housing rehabilitation, housing construction, and other public construction where the amount of CDBG or HOME assistance equals or exceeds \$100,000, including any contracts or subcontracts which equal or exceed \$100,000.

The requirements of Section 3 apply to the entire project or activity that is funded with Section 3 covered assistance, regardless of whether the Section 3 activity is fully or partially funded with Section 3 covered assistance. The term "Section 3 Covered Contract" includes professional

service contracts provided that the work to be performed by the professionals is for work arising in connection with a Section 3-covered project.

### **Numerical Goals**

The numerical goal for hiring in programs covered by Section 3 is 30% of the aggregate number of new hires. "New Hires" mean full time positions that are permanent, temporary or seasonal. The jobs arising in connection with Section 3 covered projects are not only construction jobs, but also management, maintenance, clerical and administrative jobs that come into existence because of the construction project.

### **Reporting and Record Keeping**

CDA requires quarterly reports from all funded agencies on Section 3 covered projects. Reports from agencies shall be due on July 15, October 15, January 15, and April 15 of each year. CDA will submit the annual Section 3 Program report to HUD as part of its Consolidated Annual Performance and Evaluation Report (CAPER) on March 31<sup>st</sup> of each year. All reports shall be submitted on HUD Form 60002 located in Part VII of this Manual.

Each contractor/subcontractor is required to submit a final report at the end of the project documenting actual outcomes of new hires and utilization of Section 3 business concerns. (Forms K and L, respectively)

CDA will receive and maintain records to document compliance with the Section 3 Program objectives. At a minimum, records will include specific information and documentation to demonstrate whether the numerical goals were met and that the subrecipient and contractors/subcontractors carried out their responsibilities.

**Form 1 S3P**

<b>Name of Contractor</b>	
<b>Project Name</b>	
<b>Period Covered</b>	
<b>Date Submitted</b>	

**Section A**

The \_\_\_\_\_ is committed to comply  
*(general contractor)*  
with Section 3 of the Housing and Urban Development Act of 1968 and as such will include the  
Section 3 Clause in all subcontract documents where the subcontract amount equals or exceeds  
\$100,000.

**Section B**

The \_\_\_\_\_ has appointed  
*(general contractor)*  
\_\_\_\_\_ as the Section 3 Coordinator, to advise and  
*(contact person)*  
assist key personnel and staff on Section 3, to officially serve as point of contact for Section 3  
complaints, and as the on-site monitor of prime contractors and subcontractors to insure the  
implementation and enforcement of their Section 3 plans. Contact information is as follows:

<b>Mailing Address</b>	
<b>Telephone Number</b>	
<b>E-mail Address</b>	









**Form 6 S3P**

<b>Section 3 Compliance</b>	
<b>Name of Contractor</b>	
<b>Project Name</b>	
<b>Period Covered</b>	
<b>Date Submitted</b>	

Indicate the efforts made to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, toward low and very low-income persons, particularly those who are recipients of government assistance for housing (use additional pages if necessary):

Indicate the efforts made to notify Section 3 business concerns of contracting opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible (use additional pages if necessary):

Provide a detailed explanation as to why execution of this contract will not require Section 3 resident or business concern participation (use additional pages if necessary):





All Section 3 covered contracts must include the following clause:

**Form 9 – S3P**

### **SECTION 3 CLAUSE**

- 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 USC.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 135, 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 135 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 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate actions, 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 135. 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 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 USC 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

**Examples of Outreach Efforts  
to  
Section 3 Residents**

This listing is an example of efforts that a contractor/subcontractor can make to attract Section 3 residents; however you are not limited to these activities:

**\*\*\*SET HIGHER GOALS\*\*\*  
If you can beat 30%, do it!**

After selection of bidders, but **prior to**, execution of contracts, incorporate into the contract a negotiated provision for a specific number of Section 3 residents to be trained or employed on the Section 3-covered project.

Contact agencies administering HUD YouthBuild programs. Request their assistance in recruiting program participants for training/employment positions.

Employ a job coordinator or contract with a business concern that is licensed in the field of job placement that will undertake, on behalf of the contractor, efforts to match eligible and qualified Section 3 residents with the training/employment positions that the contractor intends to fill.

Enter into "first source" hiring agreements with organizations representing Section 3 residents.

Establish training programs that are consistent with the requirements of the Department of Labor, for public housing and other Section 3 residents.

Sponsor a HUD-certified training/employment program for Section 3 residents.

Undertake job counseling, education and related programs in association with local educational institutions.

Undertake such continued job training efforts as may be necessary to ensure the continued employment of Section 3 residents previously hired for employment opportunities.

Post flyers in the neighborhood/service area advertising the training/employment positions. Identify the positions to be filled, the required qualifications, and the contact person to obtain additional information about the application process.

Advertise the jobs to be filled through the local media, such as community television networks, newspapers of general circulation, and radio advertising.

Contact community organizations, where they exist, in the neighborhood/service area to request their assistance in notifying residents of the training/employment positions to be filled.

Consult with state and local agencies administering training programs, probation and parole agencies, unemployment compensation programs, community organizations and other officials or organizations to assist with recruiting Section 3 residents for the contractor's training/employment

positions.

Sponsor and conduct a job informational meeting at a location in the neighborhood/service area of the Section 3-covered project.

Provide assistance in conducting job interviews and completing job applications for residents of the neighborhood/service area of the Section 3-covered project.

Provide a location where job applications can be delivered to and collected by a subrecipient or contractor representative(s) in the neighborhood/service area.

Conduct job interviews at a location within the neighborhood/service area of the Section 3-covered project.

Where there are more qualified Section 3 residents than there are positions to be filled maintain a file of eligible qualified Section 3 residents for future training/employment positions. Routinely update the list.

Coordinate plans and implementation of economic development (e.g. job training and preparation, business development assistance for residents) with the planning for housing and community development.

## **Examples of Outreach Efforts to Section 3 Business Concerns**

This listing is an example of efforts that a contractor/subcontractor can make to attract Section 3 business concerns; however you are not limited to these activities:

**\*\*\*SET HIGHER GOALS\*\*\*  
If you can beat 10%, do it!**

Establish numerical goals (number of awards and dollar amount of contracts) for award of contracts to Section 3 business concerns.

Utilize procurement procedures similar to those provided for business concerns owned by disadvantaged, women and minority owned businesses for Section 3 business concerns.

Where appropriate, break out contract work items into economically feasible units to facilitate participation by Section 3 business concerns.

Contact business assistance agencies, minority contractors association and community organizations to inform them of contracting opportunities and request their assistance in identifying Section 3 businesses which may solicit bids or proposals for contracts for work in connection with Section 3-covered assistance.

Advertise contracting opportunities by posting notices in the common areas or other prominent areas of the housing development or neighborhood/service area of the Section 3-covered project. Provide general information about the work to be contracted and where to obtain additional information.

Advertise contracting opportunities through trade association papers, newsletters, and the local media such as community television networks, newspapers of general circulation, and radio advertising.

Provide written notice of contracting opportunities to all known Section 3 business concerns. This notice should be in sufficient time to allow the Section 3 business concerns to respond to the bid.

Send a copy of each solicitation to all known Section 3 business concerns providing the needed work.

Follow-up with Section 3 business concerns that express interest in the contracting opportunities by contacting them to provide additional information.

Arrange solicitations, times for the presentation of bids, quantities, specifications and delivery schedules in ways to facilitate the participation of Section 3 business concerns.

Coordinate pre-bid meetings at which Section 3 business concerns can be informed of upcoming contracting/subcontracting opportunities.

Provide workshops on contracting procedures and specific contract opportunities in a timely manner so that Section 3 business concerns can take advantage of upcoming contracting opportunities.

Advise Section 3 business concerns as to where they may seek assistance to overcome limitations such as inability to obtain bonding, lines of credit, financing or insurance.

Encourage financial institutions to carry out their responsibilities under the Community Reinvestment Act by providing no- or low-interest loans for working capital and other business needs.

Determine the responsibility of potential contractors based on their record of Section 3 compliance as evidenced by past actions and their current plans for pending contracts.

Maintain a list of eligible qualified Section 3 business concerns for future contracting opportunities. Routinely update the list.

Actively support joint ventures between other business concerns and Section 3 business concerns. (Note: The Section 3 business concern must be responsible for a clearly defined portion of the work, hold management positions in the joint venture, perform at least 25% of the work, and be contractually entitled to compensation proportionate to its work).

**Sample Outreach Letter  
(Section 3 Residents)  
Employment and Training Positions**

Date

Ms. Jane Doe  
Doe Community Center  
1234 Fifth Street  
St. Louis, MO 63115

**RE: SECTION 3 RECRUITMENT – EMPLOYMENT/TRAINING POSITION(S)**

Dear Ms. Doe:

Smith Contractors, Inc. is general contractor on a HUD financed project covered by Section 3 of the Housing and Urban Development Act of 1968. As amended, we are required to ensure that employment and other economic opportunities be directed to low- and very low-income persons in the order specified on the attached Notice. Additionally, we are required to notify Section 3 residents of employment and training opportunities generated by Section 3 covered assistance.

We are committed to complying with Section 3 and are taking the steps necessary to achieve the goals of the Act. Accordingly, this letter is to request your assistance in notifying and referring qualified Section 3 residents of the job and/or training opening(s) listed on the attached Notice. Interested persons should contact:

Mr. James Smith  
Smith Contractors, Inc.  
678 Ninth Street  
St. Louis, MO 63115  
Phone: 314-123-4567

Thank you for your assistance in this matter. Should you need additional information, please feel free to call me.

Sincerely,

James Smith  
Project Coordinator

JS:abc

Attachment

Source: Office of Senior Community Builder, St. Louis Area HUD Office.

**Sample Outreach Letter  
(Section 3 Business Concerns)  
Contract Opportunities**

Date

Ms. Jane Doe  
Doe Community Center  
1234 Fifth Street  
St. Louis, MO 63115

**RE: SECTION 3 RECRUITMENT – CONTRACTING OPPORTUNITIES**

Dear Ms. Doe:

Smith Contractors, Inc. is general contractor on a HUD financed project covered by Section 3 of the Housing and Urban Development Act of 1968. As amended, we are required to ensure that employment and other economic opportunities are directed to low- and very low-income persons in the order specified on the attached Notice. Additionally, we are required to notify Section 3 businesses of employment and training opportunities generated by Section 3 covered assistance.

We are committed to complying with Section 3 and are taking the steps necessary to achieve the goals of the Act. Accordingly, this letter is to request your assistance in notifying and referring qualified Section 3 businesses of the contracting opportunities listed on the attached Notice. Interested persons should contact:

Mr. James Smith  
Smith Contractors, Inc.  
678 Ninth Street  
St. Louis, MO 63115  
Phone: 314-123-4567.

Thank you for your assistance in this matter. Should you need additional information, please feel free to call me.

Sincerely,

James Smith  
Project Coordinator

JS:abc

Attachment(s)

Source: Office of Senior Community Builder, St. Louis Area HUD Office.

**Sample Combined Outreach Letter  
(Section 3 Residents & Business Concerns)  
Employment, Training & Contract Opportunities**

Date

Ms. Jane Doe  
Doe Community Center  
1234 Fifth Street  
St. Louis, MO 63115

**RE: SECTION 3 RECRUITMENT – EMPLOYMENT, TRAINING AND CONTRACTING OPPORTUNITIES**

Dear Ms. Doe:

Smith Contractors, Inc. is general contractor on a HUD financed project covered by Section 3 of the Housing and Urban Development Act of 1968. As such, we are required to ensure that employment and other economic opportunities are directed to low- and very low-income persons in the order specified on the attached Notice. Additionally, we are required to:

1. notify Section 3 residents of employment and training opportunities generated by Section 3 covered assistance; and
2. notify Section 3 businesses of contracting opportunities generated by Section 3 covered assistance.

We are committed to complying with Section 3 and are taking the steps necessary to achieve the goals of the Act. Accordingly, this letter is to request your assistance in:

1. notifying and referring qualified Section 3 residents of the job and/or training opening(s) and/or;
2. notifying and referring qualified Section 3 businesses of the contracting opportunities listed on the attached Notice.

Interested persons should contact: Mr. James Smith  
Smith Contractors, Inc.  
678 Ninth Street  
St. Louis, MO 63115  
Phone: 314-123-4567

Thank you for your assistance in this matter. Should you need additional information, please feel free to call me.

Sincerely,

James Smith  
Project Coordinator

JS:abc  
Attachment

Source: Office of Senior Community Builder, St. Louis Area HUD Office.

**Exhibit 8**

**Federal Labor Standards Provisions  
(HUD 4010 form)**

**Applicability**

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

**A. 1. (i) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); 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 shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall 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.

(iii) 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 shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) 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, 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. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**2. Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, 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. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**3. (i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, 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 Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) 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 Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall 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. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

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

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed 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;

(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 of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, 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 may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed 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 Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall 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 the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall 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, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**(iii) Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall 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 will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

**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 HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

**10. (i) Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) 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 Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(ii)** No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(iii)** The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**11. Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

**B. Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen 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 the individual is employed on such work to work in excess of 40 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 40 hours in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. 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 watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

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**(3) Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

**(4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

**C. Health and Safety.** The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

**(1)** No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

**(2)** The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

**(3)** The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

upon a tentative non-confirmation or a delay in the receipt of a confirmation of employment authorization. An employee should not face any adverse employment consequences based upon an employer's use of E-Verify unless a query results in a final non-confirmation. In addition, an employer cannot use an employment authorization response to speed up an employee's start date. This would be unfair treatment to use E-Verify results to accelerate employment for this employee compared to another who may have received a tentative non-confirmation.

For example, Redeveloper X always assigns a start-date to new employees that is two weeks after the employee has completed an approved drug test. After the employee has accepted a job with Redeveloper X and after the employee and Redeveloper X completes the Form I-9, the Redeveloper can initiate the E-Verify query. However, the Redeveloper cannot speed up or delay the employee's start date based upon the results of the query (unless the program issues a final non-confirmation, in which case the employee should not be further employed).

Employers must verify employees in a non-discriminatory manner and may not schedule the timing of queries based upon the new hire's national origin, citizenship status, race, or other characteristic that is prohibited by U.S. law.